

COUNTY OF LOS ANGELES

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Medical Director



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DEPARTMENT OF MENTAL HEALTH

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax No.: (213) 386-1297

<http://dmh.co.la.ca.us>

May 29, 2003

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, California 90012

51

JUN 10 2003

Violet Varona-Luzens
VIOLET VARONA-LUZENS
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZATION TO RENEW ONE OUT-OF-COUNTY CHILD PLACEMENT AGREEMENT, SEVEN BASIC LIVING SUPPORT SERVICES AGREEMENTS, ONE MENTAL HEALTH SERVICES AGREEMENT CONTRACT RATE - ACUTE PSYCHIATRIC INTENSIVE INPATIENT HOSPITAL SERVICES, TWO CONSULTANT SERVICES AGREEMENTS, AND 24 COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENTS
AND
APPROVAL OF MULTIPLE AGREEMENT FORMATS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the renewal of the following specialized agreements for Fiscal Years (FY) 2003-2004, 2004-2005, and 2005-2006:
 - A. One Out-of-County Child Placement Agreement, as listed on Attachment A, will be funded with budgeted County General Funds (CGF) at the daily rate of \$155 for deaf adolescent clients age 13 through 21 and \$210 for deaf children under age 13. This Agreement will provide mental health services to children who are seriously emotionally disturbed (SED) deaf and/or hard-of-hearing and who have been assessed by DMH and determined to require residential placement and mental health services outside the County of Los Angeles.
 - B. Seven Basic Living Support Services Agreements, as listed on Attachment B, will be funded with budgeted CGF at a daily rate as determined by the

County of Los Angeles – Department of Mental Health (DMH), in accordance with the board and care rates established by the State Department of Social Services (SDSS). These agreements will provide clothing, temporary emergency shelter, and other support services to mentally ill homeless adults and/or families of mentally ill adults on a 24-hour basis for up to 60 days.

- C. One Mental Health Services Agreement Contract Rate - Acute Psychiatric Intensive Inpatient Hospital Services, as listed on Attachment C, will be funded with budgeted CGF in the amount of \$1,000,000 for each fiscal year. This Agreement will provide indigent adult inpatient psychiatric beds and services in a licensed, certified, and locked facility for 24 hours/seven days per week.
- D. Two Consultant Services Agreements, as listed on Attachment D, will be funded with budgeted CGF in the amount of \$20,000 and budgeted AB2034 funds in the amount of \$340,000 with a total funding of \$360,000 for each fiscal year. The Consultant Services Agreement with the California Institute for Mental Health (CIMH) will provide training and technical assistance for AB 2034 and Children's System of Care (CSOC) providers. The Consultant Services Agreement with the Mental Health Association will allow for the continuation of collecting and evaluating outcome data on AB 2034 providers, using the Caminar Case Management Software Program.
- E. Twenty-four Community Care Residential Facility (CCRF) Agreements, including one CCRF Agreement Placement of Children Under Age 18, as listed on Attachment E, will be funded at the established Interim Funding (IF) board and care rates from DMH's IF allocation pool for board and care services for each fiscal year. These agreements will provide basic board and care services, which include personal care, protection, supervision, assistance, guidance, and training of clients in a 24-hour CCRF. As part of the clients' total care, arrangements are made for clients to receive personal and incidental (P and I) expenses and mental health services, which may be rendered off-site from sources other than the Contractor.

The term of these agreements will be effective July 1, 2003 through June 30, 2004, with two optional, one-year renewals.

2. Instruct the Director of Mental Health to prepare, sign, and execute these agreements between the County and contractors after DMH has prepared these agreements in accordance with Attachments A, B, C, D, and E and has obtained contractors' signatures for each Agreement.
3. Approve the multiple Agreement formats, substantially similar to the following: Out-of-County Child Placement Agreement (Attachment A-1), Basic Living Support Services Agreement (Attachment B-1), Mental Health Services Agreement Contract Rate-Acute Psychiatric Intensive Inpatient Hospital Services (Attachment C-1), Consultant Services Agreement (Attachments D-1 and D-1a), CCRF Agreement (Attachment E-1), and CCRF Agreement Placement of Children Under Age 18 (Attachment E-1a).
4. Delegate authority to the Director of Mental Health to prepare, sign, and execute future amendments to the Out-of-County Child Placement Agreement, Basic Living Support Services Agreements, Mental Health Services Agreement Contract Rate-Acute Psychiatric Intensive Inpatient Hospital Services, Consultant Services Agreements, and CCRF Agreements and establish as a new contracted rate or a new Maximum Contract Amount the aggregate of the original contract and all applicable amendments, provided that: 1) the County's total payments to Contractor under the Agreement for each fiscal year shall not exceed a change of twenty percent from the applicable revised Maximum Contract Amount and/or Daily Rate; 2) any increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer or his designee is obtained prior to any such Amendment; 5) the parties may by written Amendment mutually agree to reduce programs or services without reference to the twenty percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

This new delegated language replaces previously approved delegated authority language and will be used in future Board Letters.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is required due to the June 30, 2003, expiration date of these agreements, and a new contract is required to continue provision of services. Upon Board approval, DMH will be able to renew the following agreements for the continual provision of services without interruption:

- 1) The Out-of-County Child Placement Agreement will provide mental health services to children who are seriously emotionally disturbed (SED) deaf and/or hard-of-hearing and who have been assessed by DMH and determined to require residential placement and mental health services outside the County of Los Angeles.
- 2) The Basic Living Support Services Agreements will provide clothing, temporary emergency shelter, and other support services to mentally ill homeless adults and/or families of mentally ill adults on a 24-hour basis for up to 60 days.
- 3) The Mental Health Services Agreement Contract Rate-Acute Psychiatric Intensive Inpatient Hospital Services will provide indigent adult inpatient psychiatric beds and services in a licensed, certified, and locked facility for 24 hours/seven days per week.
- 4) The Consultant Services Agreement with the California Institute for Mental Health (CIMH) will provide training and technical assistance for AB 2034 and Children's System of Care (CSOC) providers.

The Consultant Services Agreement with the Mental Health Association will allow for the continuation of collecting and evaluating outcome data on AB 2034 providers, using the Caminar Case Management Software Program.

- 5) The CCRF Agreements will provide basic board and care services, which include personal care, protection, supervision, assistance, guidance, and training of clients in a 24-hour CCRF. As part of the clients' total care, arrangements are made for clients to receive personal and incidental (P and I) expenses and mental health services, which may be rendered off-site from sources other than the Contractor.

Under existing delegation authority, Board approval is required to delegate language previously established in Board Letters that referenced necessary Board action for amendments requiring a Maximum Contract Amount and/or daily rate change in excess of 20%. DMH proposes, and County Counsel concurs, that delegation authority be clarified in the future regarding mutually agreed-upon reductions. This Board Letter will authorize the Director of Mental Health to prepare, sign, and execute future amendments to reduce

the MCA upon the mutual agreement of DMH and the contractor, without reference to the 20 percent limit that applies to increases.

Without approval of the recommended actions, these unique mental health services will no longer be available.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County's Programmatic Goal 7, Health and Mental Health, within the Countywide Strategic Plan. Approved services will be provided through the collaborative efforts of government agencies and community-based organizations.

FISCAL IMPACT/FINANCING

- 1) **Out-Of-County Child Placement Agreement:** The renewal of the Out-of-County Child Placement Mental Health Services Agreement for FYs 2003-2004, 2004-2005, and 2005-2006 will be funded with budgeted CGF at the daily rate of \$155 for deaf adolescent clients age 13 to 21 and \$210 for deaf children under age 13. The FY 2003-2004 Proposed Budget includes \$152,000 in budgeted CGF allocated for this Agreement. There is no MCA for this Agreement.
- 2) **Basic Living Support Services Agreements:** The renewal of the seven Basic Living Support Services Agreements for FY 2003-2004 is funded with budgeted CGF. The County reimburses each contractor at the currently approved and applicable Interim Assistance board and care rates per client day. This rate is established by SDSS for each 24-hour day in each calendar month, for up to 60 days that each client has resided in the contractor's residential facility and has received basic living support services. The FY 2003-2004 Proposed Budget includes \$825,000 in budgeted CGF for the Basic Living Support Services Agreements. Funding for FYs 2004-2005 and 2005-2006 will be requested through DMH's budget process. There is no MCA for these agreements.
- 3) **Mental Health Services Agreement Contract Rate-Acute Psychiatric Intensive Inpatient Hospital Services:** This Agreement is funded with budgeted CGF and is included in DMH's FY 2003-2004 Proposed Budget. For FYs 2003-2004, 2004-2005, and 2005-2006, the Maximum Contract Amount is \$1,000,000 per fiscal year. Funding for FYs 2004-2005 and 2005-2006 will be requested through DMH's budget process.

- 4) Consultant Services Agreements: These two agreements will be funded with budgeted CGF in the amount of \$20,000 and budgeted AB 2034 funds in the amount of \$340,000. A total of \$360,000 is included in DMH's FY 2003-2004 Proposed Budget. Funding for FYs 2004-2005 and 2005-2006 will be requested through DMH's budget process.
- 5) CCRF Agreements: Funding for clients in these residential facilities has been included in DMH's FY 2003-2004 Proposed Budget. DMH funds the IF Program from an allocation pool which reimburses facility operators for a client's room and board and P and I expenses prior to the establishment of Supplemental Security Income (SSI) eligibility. Once a client's SSI application has been approved, retroactive SSI payments are used to reimburse this fund. Funding for FYs 2004-2005 and 2005-2006 will be requested through DMH's budget process. There is no MCA for these 24 agreements.

All of the agreements permit the County to reduce the MCAs or daily rates, or terminate the agreements, whichever is applicable, under the terms of the agreements, if, as a result of the adoption of the County Budget, funding in the agreements is reduced.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The renewal of one Out-of-County Child Placement Agreement for FYs 2003-2004, 2004-2005, and 2005-2006 provides for a comprehensive residential treatment program serving SED deaf and/or hard-of-hearing children in Northern California. These children are treated in a culturally sensitive environment by staff who are fluent in American Sign Language.

The renewal of seven Basic Living Support Services Agreements for FYs 2003-2004, 2004-2005, and 2005-2006 will allow contractors to provide food, clothing, temporary emergency shelter, and other support services to mentally ill homeless adults and/or families of mentally ill adults on a 24-hour basis for up to 60 days.

The renewal of one Mental Health Services Agreement Contract Rate-Acute Psychiatric Intensive Inpatient Hospital Services for FYs 2003-2004, 2004-2005, and 2005-2006 will provide indigent adult inpatient psychiatric beds and services in a licensed, certified, and locked facility for 24 hours/seven days per week.

The renewal of two Consultant Services Agreements for FYs 2003-2004, 2004-2005, and 2005-2006 will provide for training and technical assistance for AB 2034 and CSOC providers, using the Caminar Case Management Software Program.

The renewal of 24 CCRF Agreements for FYs 2003-2004, 2004-2005, and 2005-2006 will allow contractors to provide basic board and care services, which include personal care, protection, supervision, assistance, guidance, and training of clients in a 24-hour CCRF. As part of the clients' total care, arrangements are made for clients to receive P and I expenses and mental health services, which may be rendered off-site from sources other than the Contractor. The renewal of these Agreements includes one CCRF Agreement for Placement of Children Under Age 18; the other 23 agreements are for adults 18 years of age and over.

Clinical and administrative staff of DMH are assigned to supervise and administer agreements, evaluate programs to ensure that quality services are being provided to clients, and ensure that agreements, provisions, and departmental policies are being followed.

The proposed actions have been reviewed by the Chief Administrative Office and DMH's Program and Financial Services Administration. All of the agreements, substantially similar to the attached formats, have been approved as to form by County Counsel. All of the agreement formats include mandated clauses and the recent mandated provisions--Health Insurance Portability and Accountability Act (HIPAA), Child Support Compliance, Jury Service, and Safely Surrendered Baby Law. However, the Out-of-County Child Placement Agreement format is not required to include Child Support Compliance and Jury Service provisions since the Out-of-County contractors are not in Los Angeles County.

The Attachments, which correspond to each specific Agreement, provide the following information:

- 1) Out-of-County Child Placement Agreement: Attachment A specifies the contractor, Supervisorial District, services provided, Agreement term, and daily rate; Attachment A-1 is the Out-of-County Child Placement Agreement format; and Attachment A-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership in firms contracting with the County on behalf of its DMH.
- 2) Basic Living Support Services Agreements: Attachment B specifies the contractors, Supervisorial District, services provided, Agreement terms, and daily rate; Attachment B-1 is the Basic Living Support Services Agreement format; and Attachment B-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.

- 3) Mental Health Services Agreement Contract Rate-Acute Psychiatric Intensive Inpatient Hospital Services: Attachment C specifies the contractor, services provided, Agreement term, and the Maximum Contract Amount; Attachment C-1 is the Mental Health Services Agreement Contract Rate-Acute Psychiatric Intensive Inpatient Hospital Services format; and Attachment C-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.
- 4) Consultant Services Agreements: Attachment D specifies the contractors, Supervisorial Districts, services provided, Agreement terms, and Maximum Contract Amounts; Attachments D-1 and D-1a are the Consultant Services Agreement formats; and Attachment D-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.
- 5) CCRF Agreements: Attachment E specifies the contractors, Supervisorial Districts, services provided, and Agreement terms; Attachments E-1 and E-1a are the formats for CCRF Agreement and CCRF Placement of Children Under Age 18; and Attachment E-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.

CONTRACTING PROCESS

All of these agreements have existing contracts with DMH, which will expire on June 30, 2003, and are being renewed because of the continuing need for their services. These contractors provide unique and specialized services throughout Los Angeles County. Additionally, qualified contractors providing similar services have not been forthcoming to DMH. As mandated by your Board, the performance of all contractors are evaluated by DMH on an annual basis to ensure the contractors' compliance with all contract terms and performance standards.

IMPACT ON CURRENT SERVICES

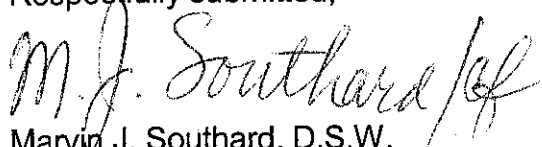
The renewal of these agreements will allow for the continued and uninterrupted mental health services to existing mental health clients throughout Los Angeles County and other

Counties within the State. Without Board approval, various mental health services as specified in this Board Letter will no longer be available.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board action. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Mental Health'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:RK:KT:CTA

Attachments (17)

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

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

ATTACHMENT A

CONTRACT RENEWALS FOR FYs 2003-2004, 2004-2005, and 2005-2006

OUT-OF-COUNTY CHILD PLACEMENT AGREEMENT

Item No.	CONTRACTOR LEGAL ENTITY (LE) No.	SUP. DIST. (Sites)	Reimbursement Method & Present Contract No.	Type of Service Exhibit*	Agreement Term	Fiscal Year Daily Rates**		
						FY 2003-2004	FY 2004-2005	FY 2005-2006
1	Victor Treatment Centers, Inc. dba Willow Creek Treatment Center 341 Irwin Lane Santa Rosa, CA 65401 David C. Favor President & CEO	N/A Out-of-County	Daily Rate** DMH-00804	1007A	3 yrs.	\$ 155	\$ 155	\$ 155
2						\$ 210	\$ 210	\$ 210
3								
4								
5								

* Service Exhibit #1007A - General Mental Health Services (Deaf and Hard-of-Hearing) (for Out-of-County Residential Facilities)
** The daily rate for deaf adolescent clients age 13 through 21 is \$155 and \$210 for clients under age 13.

1 CONTRACTOR: _____
 2
 3
 4
 5
 6
 7

_____ Contract Number

_____ Reference Number

8 Business Address:
 9
 10 _____
 11
 12 _____
 13
 14
 15

16 OUT-OF-COUNTY CHILD PLACEMENT
 17 MENTAL HEALTH SERVICES AGREEMENT

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35 FISCAL YEAR

36

37 2003-2004, 2004-2005 and 2005-2006

38

39

40 SERVICE EXHIBIT

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- 42 • Exhibit A GENERAL MENTAL HEALTH SERVICES (DEAF AND HARD OF
 - 43 HEARING) EXHIBIT (IN OUT-OF-COUNTY RESIDENTIAL
 - 44 FACILITIES)
 - 45 • Exhibit B CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
 - 46 • Exhibit C SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT OF
 - 47 EMPLOYER
 - 48 • ATTACHMENT I SAFELY SURRENDERED BABY LAW FACT SHEET (In
 - 49 English and Spanish)
- 50
- 51
- 52
- 53

1
2
3 **OUT-OF-COUNTY CHILD PLACEMENT**

4 **MENTAL HEALTH SERVICES AGREEMENT**

5
6
7 This Agreement is made and entered into by and between
8 COUNTY OF LOS ANGELES hereinafter referred to as "County" and
9 _____
10 hereinafter referred to as "Contractor".

11 WHEREAS, this Agreement is entered pursuant to Government
12 Code 7576, Chapter 654, Statute of 1996, and Welfare and
13 Institutions Code 300, Sections A through J.

14 WHEREAS, the purpose of this Agreement is to compensate
15 Contractor for mental health services to the County of Los
16 Angeles, Department of Mental Health (DMH). These services are
17 provided to children who are seriously emotionally disturbed deaf
18 and hard of hearing and have been assessed by DMH and have been
19 determined to require residential placement and mental health
20 services.

21 WHEREAS, the following terms, as used in this Agreement
22 shall have the following meaning: "Deaf Adolescent Clients" shall
23 mean mentally ill adolescents, over age 13, who are hard of
24 hearing or cannot hear. , "Deaf Latency Age Clients" shall mean
25 mentally ill children, under age 13, who are hard of hearing or
26 cannot hear, and "Director" means County's Director of Mental
27 Health or the authorized designee.

1 NOW, THEREFORE; the parties agree as follows:

2 **1.0 CONTRACTOR'S RESPONSIBILITIES:**

3 1.1 Contractor shall provide mental health services for
4 children/adolescents who are referred to Contractor by
5 County. Contractor shall provide the following:
6 Mental health services for children and adolescents
7 between ages 8 to 19 years of age, as more fully
8 described in Exhibit A (General Mental Health Services
9 Exhibit), attached hereto and incorporated herein by
10 reference. These services shall be available on a
11 twenty-four (24) hour, seven (7) days per week basis
12 during the term of this Agreement.

13 Address of facility:

14 Street Address _____

15 City and State _____

16 Phone Number(s) _____

17 Fax Number(s) _____

18 1.2 Contractor shall immediately notify the County of any
19 and all changes in regards to previously agreed
20 policies of mental health services.

21 1.3 Contractor shall have and maintain a valid license to
22 provide mental health services from the State of
23 California.

24 1.4 Contractor shall immediately report to County any and
25 all behavioral and physical changes affecting the
26 concerned child that has been placed by County.

1 **2.0 COUNTY'S RESPONSIBILITIES:**

2 2.1 County shall determine eligibility of children for
3 mental health services.

4 2.2 Notwithstanding any other provision of this Agreement,
5 the parties recognize that County reserves the right in
6 its discretion to remove any or all children from
7 Contractor's home at any time. County shall provide
8 advance notice of such removals.

9 **3.0 TERM AND TERMINATION:**

10 The term of this Agreement is from _____ through _____
11 _____. County and Contractor may cancel or terminate this
12 Agreement in whole or in part by giving the County or Contractor
13 thirty (30) days written notice without any liability other than
14 payment for work already performed up to the date of agreement
15 termination. Contractor shall be paid the reasonable value of
16 those services rendered.

17 **4.0 WORK:**

18 Pursuant to the provisions of this Agreement, Contractor
19 shall fully provide, complete and deliver on time all tasks,
20 deliverables, goods, services, and other work as set forth in
21 this Agreement.

22 **5.0 COMPENSATION:**

23 5.1 PAYMENT FOR MENTAL HEALTH SERVICES.

24 As compensation for mental health services herein,
25 County shall pay Contractor the sum of _____ per day
26 for Deaf Adolescent Clients, and _____ per day for

1 **Deaf Latency Age Clients** in accordance with the terms
2 of this Agreement.

3 5.2 Contractor shall invoice County monthly in arrears for
4 services rendered that month. At the beginning of each
5 agreement period, the County shall send a supply of
6 invoices to the Contractor. Immediately following the
7 month services were rendered, the Contractor shall
8 complete and sign the invoice and mail to the DMH.

9 5.3 In compliance with Internal Revenue Service (IRS)
10 requirements, Contractor will provide Contractor's Tax
11 Identification Number or Social Security Number on each
12 invoice submitted.

13 5.4 Invoices shall be submitted to:

14 County of Los Angeles

15 Department of Mental Health

16 Countywide Children's Case Management Unit, CFSB

17 550 S. Vermont Avenue, 3rd floor

18 Los Angeles, CA 90020

19 **ATTN.: Mr. Paul McIver, LCSW**

20 **District Chief**

21 **6.0 SERVICES AND FINANCIAL RECORDS:**

22 Contractor shall file and retain in the agency or facility
23 copies of this Agreement, and such other intake forms, medical
24 records or financial records as may be required by County. In
25 addition, ledgers, accounting books and file card systems shall
26 be legible, complete and shall be kept current.

1 **7.0 UNAVAILABILITY OF FACILITY:**

2 Should Contractor's facility become unavailable for any
3 reason including, but not limited to, foreclosure, fire,
4 disaster, or loss of State License, this Agreement shall
5 terminate as of the date that the last child is removed from the
6 facility, and payment shall be made on a prorated basis.

7 **8.0 SUBCONTRACTING:**

8 A. No performance of this Agreement, or any portion
9 thereof, shall be subcontracted by Contractor without
10 the prior written consent of County as provided in this
11 Paragraph 8. Any attempt by Contractor to subcontract
12 any performance, obligation, or responsibility under
13 this Agreement, without the prior written consent of
14 County, shall be null and void and shall constitute a
15 material breach of this Agreement. Notwithstanding any
16 other provision of this Agreement, the parties do not
17 in any way intend that any person or entity shall
18 acquire any rights as a third party beneficiary of this
19 Agreement.

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

26 (1) The reasons for the particular subcontract.

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

3 (3) Identification of the proposed subcontractor and
4 an explanation of why and how the proposed
5 subcontractor was selected, including the degree
6 of competition involved.

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

10 (5) A copy of the proposed subcontract which shall
11 contain the following provision:

12 "This contract is a subcontract under the terms of
13 the prime contract with the County of Los Angeles
14 and shall be subject to all of the provisions of
15 such prime contract."

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

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

21 D. Contractor shall indemnify and hold harmless County,
22 its officers, employees, and agents, from and against
23 any and all liability, damages, costs, and expenses,
24 including, but not limited to, defense costs and legal
25 fees, arising from or related to Contractor's use of
26 any subcontractor, including any officers, employees,
27 or agents of any subcontractor, in the same manner as

1 required for Contractor, its officers, employees, and
2 agents, under this Agreement.

3 E. Notwithstanding any County consent to any
4 subcontracting, Contractor shall remain fully liable
5 and responsible for any and all performance required of
6 it under this Agreement, and no subcontract shall bind
7 or purport to bind County. Further, County approval of
8 any subcontract shall not be construed to limit in any
9 way any of County's rights or remedies contained in
10 this Agreement. Additionally, County approval of any
11 subcontract shall not be construed in any way to
12 constitute the determination of the allow ability or
13 appropriateness of any cost or payment under this
14 Agreement.

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

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

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

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

19 I. In the event that County consents to any
20 subcontracting, such consent shall apply to each
21 particular subcontract only and shall not be, or be
22 construed to be, a waiver of this Paragraph 8 or a
23 blanket consent to any further subcontracting.

24 J. In the event that County consents to any
25 subcontracting, Contractor shall be solely liable and
26 responsible for any and all payments or other

1 compensation to all subcontractors and their officers,
2 employees, and agents.

3 K. Contractor shall deliver to the Chief of DMH's
4 Contracts Development and Administration Division a
5 fully executed copy of each subcontract entered into by
6 Contractor pursuant to this Paragraph 8, on or
7 immediately after the effective date of the subcontract
8 but in no event later than the date any services are
9 performed under the subcontract.

10 L. In the event that County consents to any
11 subcontracting, Contractor shall obtain and maintain on
12 file an executed Subcontractor Employee Acknowledgment
13 of Employer (Exhibit B attached hereto and incorporated
14 herein by reference) form for each of the
15 subcontractor's employees performing services under the
16 subcontract. Such Acknowledgments shall be executed by
17 each such employee on or immediately after the
18 commencement date of the particular subcontract but in
19 no event later than the date such employee first
20 performs any services under the subcontract.

21 M. County shall have no liability or responsibility
22 whatsoever for any payment or other compensation for
23 any subcontractor or its officers, employees, and
24 agents.

25 N. Director is hereby authorized to act for and on behalf
26 of County pursuant to this Paragraph 8, including, but
27 not limited to, consenting to any subcontracting.

1 **9.0 INDEMNIFICATION AND INSURANCE:**

2 9.1 Indemnification: Contractor agrees to indemnify,
3 defend, and hold harmless County and its Special
4 Districts, elected and appointed officers, employees,
5 and agents (County) from and against any and all
6 liability and expense, including defense costs and
7 legal fees, arising from or connected with claims and
8 lawsuits for damages or workers' compensation benefits
9 relating to Contractor's operations or its services,
10 which result from bodily injury, death, personal
11 injury, or property damage (including damage to
12 Contractor's property). Contractor shall not be
13 obligated to indemnify for liability and expense
14 arising from the active negligence of the County.

15 9.2 Insurance: Without limiting Contractor's
16 indemnification of County and during the term of this
17 Agreement, Contractor shall provide and maintain at its
18 own expense the following programs of insurance. Such
19 programs and evidence of insurance shall be
20 satisfactory to the County and primary to and not
21 contributing with any other insurance maintained by the
22 County. Certificate(s) or other evidence of coverage
23 shall be delivered to **Chief, Contracts Development and**
24 **Administration Division, Department of Mental Health,**
25 **550 S. Vermont Avenue, Fifth Floor, Los Angeles, CA**
26 **90020** prior to commencing services under this

1 Agreement, shall specifically identify this Agreement,
2 and shall contain the express condition that County is
3 to be given written notice by registered mail at least
4 thirty(30) days in advance of any modification or
5 termination of insurance.

6 9.3 Failure by Contractor to procure and maintain the
7 required insurance shall constitute a material breach
8 of contract upon which County may immediately terminate
9 or suspend this Agreement.

10 **A. Liability:** Such insurance shall be endorsed naming the
11 County of Los Angeles as an additional insured and shall
12 include:

13 1. General Liability insurance written on a commercial
14 general liability form or on a comprehensive general
15 liability form covering the hazards of
16 premises/operations, contractual, independent
17 contractors, advertising, products/completed
18 operations, broad form property damage, and personal
19 injury with a combined single limit of not less than
20 \$1,000,000 per occurrence.

21 a. If written with an annual aggregate limit, the
22 policy limit should be three times the above
23 required occurrence limit.

24 b. If written on a claims made form, the Contractor
25 shall be required to provide an extended two year
26 reporting period commencing upon termination or
27 cancellation of this agreement.

1 2. Comprehensive Auto Liability endorsed for all owned,
2 non-owned, and hired vehicles with a combined single
3 limit of not less than \$300,000 per occurrence.

4 **B. Workers' Compensation:** Insurance in an amount and form to
5 meet all applicable requirements of the Labor Code of the
6 State of California, including Employer's Liability with a
7 \$1,000,000 limit, covering all persons the Contractor is
8 legally required to cover.

9 **C. Professional Liability:** Insurance covering liability
10 arising from any error, omission, or negligent act of the
11 Contractor, its officers or employees with a limit of
12 liability of not less than \$2,000,000 per claim.

13 **D. Property Coverage:** Such insurance shall be endorsed naming
14 the County of Los Angeles as an additional insured and shall
15 include:

16 1. Real Property - All-risk coverage, excluding earthquake
17 and flood, for the replacement value and with a
18 deductible no greater than 5% of the replacement value.

19 2. Personal Property - Insurance covering the hazards of
20 fire, theft, burglary, vandalism and malicious mischief
21 for the actual cash value of the property.

22 **10.0 NONDISCRIMINATION IN EMPLOYMENT:**

23 10.1 Contractor certifies and agrees that all persons
24 employed by it, its affiliates, subsidiaries, or
25 holding companies are and will be treated equally by it
26 without regard to, or because of, race, religion,

1 national origin, ancestry, sex, age, marital status,
2 physical handicap, or political affiliation, and in
3 compliance with all applicable Federal and State
4 anti-discrimination laws and regulations.

5 10.2 Contractor shall take affirmative action to ensure that
6 qualified applicants are employed, and that employees
7 are treated during employment, without regard to race,
8 religion, national origin, ancestry, sex, age, marital
9 status, physical handicap, or political affiliation.
10 Such action shall include, but is not limited to, the
11 following: employment, upgrading, demotion, transfer,
12 recruitment or recruitment advertising, layoff or
13 termination, rates of pay or other forms of
14 compensation, and selection for training, including
15 apprenticeship.

16 10.3 Contractor shall deal with its subcontractors, bidders,
17 or vendors without regard to or because of race,
18 religion, ancestry, national origin, sex, age, marital
19 status, physical handicap, or political affiliation.

20 10.4 Contractor shall allow County representatives access to
21 its employment records during regular business hours to
22 verify compliance with the provisions of this Paragraph
23 10 when so requested by Director.

24 10.5 If County finds that any of the above provisions has
25 been violated, the same shall constitute a material
26 breach of this Agreement upon which County may
27 immediately terminate or suspend this Agreement. While

1 County reserves the right to determine independently
2 that the anti-discrimination provisions of this
3 Agreement have been violated, in addition, a
4 determination by the California Fair Employment
5 Practices Commission, or the Federal Equal Employment
6 Opportunity Commission that Contractor has violated
7 State or Federal anti-discrimination laws or
8 regulations shall constitute a finding by County that
9 Contractor has violated the anti-discrimination
10 provisions of this Agreement.

11 10.6 In the event that Contractor violates any of the
12 anti-discrimination provisions of this Paragraph 10,
13 County shall be entitled, at its option, to the sum of
14 FIVE HUNDRED DOLLARS (\$500) pursuant to California
15 Civil Code Section 1671 as liquidated damages in lieu
16 of terminating or suspending this Agreement.

17 **11.0 CONFIDENTIALITY:**

18 11.1 Contractor agrees to maintain the confidentiality of
19 all records, including but not limited to claims,
20 County records, patient/client records and information,
21 in accordance with all applicable Federal, State and
22 local laws, regulations, ordinances, and directives
23 relating to confidentiality. Contractor should ensure
24 that names, addresses and all other information
25 concerning the circumstances of children referred to by
26 County are kept confidential. Contractor shall not
27 divulge such information to any unauthorized person.

1 11.2 Contractor shall maintain the confidentiality of all
2 records and information, including, but not limited to,
3 claims, County records, patient/client records and
4 information, and MIS records, in accordance with WIC
5 Sections 5328 through 5330, inclusive, and all other
6 applicable County, State, and Federal laws, ordinances,
7 rules, regulations, manuals, guidelines, and
8 directives, relating to confidentiality. Contractor
9 shall require all its officers, employees, and agents
10 providing services hereunder to acknowledge, in
11 writing, understanding of, and agreement to fully
12 comply with, all such confidentiality provisions.
13 Contractor shall indemnify and hold harmless County,
14 its officers, employees, and agents, from and against
15 any and all loss, damage, liability, and expense
16 arising from any disclosure of such records and
17 information by Contractor, its officers, employees, or
18 agents.

19 **12.0 RIGHT TO MONITOR AND AUDIT:**

20 12.1 County, State, or Federal personnel shall have the
21 right to monitor and audit all work performed under
22 this Agreement. Authorized representatives of County
23 shall have the right to inspect the facility and review
24 records without prior notice to Contractor, on any day
25 of the week between the hours of 8:00 a.m. and 10:00
26 p.m.

1 12.2 For a period of five (5) years from the termination of
2 this Agreement, Contractor shall at any reasonable
3 time, make all records retained by Contractor under
4 this Agreement available to County, State of
5 California, or Federal personnel for inspection and
6 copying. County, State of California, or Federal
7 personnel may publish data contained in any statistical
8 records retained by Contractor or derived from records
9 retained by Contractor.

10 **13.0 CHANGES AND MODIFICATIONS:**

11 This Agreement contains all the terms and conditions agreed
12 upon by the parties. No addition to, or alteration of, the terms
13 of this Agreement, whether by written or verbal understanding of
14 the parties, their officers, agents, or employees, shall be valid
15 unless made in the form of a written amendment to this Agreement
16 and formally approved and executed by the parties.

17 **14.0 ASSIGNMENT AND DELEGATION:**

18 Contractor shall not delegate its duties or assign its
19 rights under this Agreement, or both, either in whole or in part,
20 without the prior written consent of County, and any prohibited
21 delegation or assignment shall be null and void. Any payments by
22 County to any delegatee or assignee on any claim under this
23 Agreement, in consequence of any such consent, shall be subject
24 to set off, recoupment, or other reduction for any claim which
25 Contractor may have against County.

1 **15.0 RIGHT OF TERMINATION:**

2 15.1 Upon thirty (30) days written notice to the other
3 party, either party may terminate this Agreement.
4 However, County may **immediately** terminate this contract
5 by written notification if County, in its sole
6 discretion finds any or all of the following to exist:

7 15.1.1 Contractor fails to perform the covenants
8 herein contained at the time and in the
9 manner herein provided;

10 15.1.2 Contractor's mental health license is revoked
11 or is allowed to lapse;

12 15.1.3 Contractor's facility is found to be in such
13 condition as to constitute a danger to the
14 health and safety of the children in such
15 facility;

16 15.1.4 County has cause to believe that allegations
17 of child abuse and/or endangerment against
18 Contractor are true, or;

19 15.1.5 County, State, or Federal funding becomes
20 unavailable.

21 **16.0 GOVERNING LAW, JURISDICTION AND VENUE:**

22 This Agreement shall be governed by and construed in
23 accordance with the laws of the State of California. Any
24 reference to a specific statute, regulation, or any other
25 document not prepared by County is deemed to include a reference
26 to any amendment thereto as of the effective date of such

1 amendment; further, this Agreement shall be interpreted and the
2 parties' duties and obligations under this Agreement shall be
3 consistent with any amendment to any applicable statute,
4 regulation or other document not prepared by County which occurs
5 after the effective date of this Agreement.

6 Contractor agrees and consents to the exclusive jurisdiction
7 of the Courts of the State of California for all purposes
8 regarding this Agreement and further agrees and consents that
9 venue of any action brought hereunder shall be exclusively in the
10 County of Los Angeles.

11 **17.0 COMPLIANCE WITH REGULATIONS:**

12 This Agreement shall be performed in accordance with all
13 pertinent regulations of the U.S. Department of Health and Human
14 Services (HHS), the California Department of Mental Health
15 (CDMH), and County's Department of Mental Health (DMH).

16 **18.0 COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS:**

17 Notwithstanding any other provision of this Agreement, this
18 Agreement shall not be effective and binding upon the parties
19 unless and until County's Board of Supervisors appropriates funds
20 for purposes hereof in County's Budget for County's current
21 Fiscal Year. Further, County shall not be obligated for
22 Contractor's performance hereunder or by any provision of this
23 Agreement during any of County's future Fiscal Years unless and
24 until County's Board of Supervisors appropriates funds for
25 purposes hereof in County's Budget for each such future Fiscal
26 Year. In the event that funds are not appropriated for this

1 Agreement, then this Agreement shall terminate as of June 30 of
2 the last Fiscal Year for which funds were appropriated.

3 **19.0 STAFFING:**

4 Contractor shall operate throughout the term of this
5 Agreement with staff, including, but not limited to, professional
6 staff, that approximates the type and number as approved in
7 writing by Director, including any addenda thereto as approved in
8 writing by Director, and as required by WIC and CCR. Such staff
9 shall be qualified and shall possess all appropriate licenses in
10 accordance with WIC Section 5603 and all other applicable
11 requirements of the California Business and Professions Code,
12 WIC, CCR, CR/DC Manual, RO/TCM Manual, and SDMH Policy Letters.

13 19.1 If vacancies occur in any of Contractor's staff that
14 would reduce Contractor's ability to perform any
15 services under the Agreement, Contractor shall promptly
16 notify Director of such vacancies.

17 19.2 During the term of this Agreement, Contractor shall
18 have available and shall provide upon request to
19 authorized representatives of County, a list of all
20 persons by name, title, professional degree, and
21 experience, who are providing any services under this
22 Agreement.

23 **20.0 STAFF TRAINING AND SUPERVISION:**

24 Contractor shall institute and maintain an in-service
25 training program of treatment review and case conferences in
26 which all its professional, para-professional, intern, student
27 and clinical volunteer personnel shall participate. Contractor

1 shall institute and maintain appropriate supervision of all
2 persons providing services under this Agreement with particular
3 emphasis on the supervision of para-professionals, interns,
4 students, and clinical volunteers, if applicable.

5 **21.0 PROGRAM SUPERVISION, MONITORING AND REVIEW:**

6 All services hereunder shall be provided by Contractor under
7 the general supervision of Director. Director shall have the
8 right to monitor and specify the kind, quality, appropriateness,
9 timeliness, amount of services, and the criteria for determining
10 the persons to be served.

11 21.1 Upon receipt of a DMH Contract Monitoring Report,
12 Contractor shall respond in writing to the particular
13 DMH Contract Monitor within the time specified in the
14 Report either acknowledging the reported deficiencies
15 or presenting contrary evidence, and, in addition,
16 submitting a plan for immediate correction of all
17 deficiencies.

18 21.2 In the event of a State audit of this Agreement, if
19 State auditors disagree with County's written
20 instructions to Contractor in its performance of this
21 Agreement, and if such disagreement results in a State
22 disallowance of any of Contractor's costs hereunder,
23 then County shall be liable for Contractor's disallowed
24 costs as determined by State.

25 21.3 Authorized County and/or State representatives shall
26 have the right to review and monitor Contractor's

1 facilities, programs, and procedures at any reasonable
2 time.

3 **22.0 PATIENTS'/CLIENTS' RIGHTS:**

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

14 **23.0 REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL**
15 **REQUIREMENTS:**

16 23.1 Minor Children Abuse: Contractor, and all persons
17 employed or subcontracted by Contractor, shall comply
18 with California Penal Code (hereafter "PC") Section
19 11164 et seq. and shall report all known or suspected
20 instances of child abuse to an appropriate child
21 protective agency, as mandated by California Penal Code
22 11164, 11165.8 and 11166. Contractor, and all persons
23 employed or subcontracted by Contractor, shall make the
24 report on such abuse, and shall submit all required
25 information, in accordance with PC Sections 11166 and
26 11167

1 23.2 Contractor Staff:

2 23.2.1 Contractor shall assure that any person who
3 enters into employment as a care custodian of
4 minor children, or who enters into employment
5 as a health or other practitioner, prior to
6 commencing employment, and as a prerequisite
7 to that employment, shall sign a statement on
8 a form provided by Contractor in accordance
9 with the above laws to the effect that such
10 person has knowledge of, and will comply
11 with, these code sections.

12 23.2.2 Although clerical and other nontreatment
13 staff may not be required to report
14 suspected cases of abuse, they should
15 consult with mandated reporters upon
16 suspecting any abuse.

17 23.2.3 For the safety and welfare of minor children,
18 Contractor shall, to the maximum extent
19 permitted by law, ascertain arrest and
20 conviction records for all current and
21 prospective employees and shall not employ or
22 continue to employ any person convicted of
23 any crime involving any harm to minor
24 children.

25 23.2.4 Contractor shall not employ or continue to
26 employ, or shall take other appropriate
27 action to fully protect all persons receiving

1 services under this Agreement concerning, any
2 person whom Contractor knows, or reasonably
3 suspects, has committed any acts which are
4 inimical to the health, morals, welfare, or
5 safety of minor children, or which otherwise
6 make it inappropriate for such person to be
7 employed by Contractor.

8 **24.0 NONDISCRIMINATION IN SERVICES:**

9 Contractor shall not discriminate in the provision of
10 services hereunder because of race, religion, national origin,
11 ancestry, sex, age, marital status, or physical or mental
12 handicap, in accordance with requirements of Federal and State
13 law. For the purpose of this Paragraph 24.0, discrimination in
14 the provision of services may include, but is not limited to, the
15 following: denying any person any service or benefit or the
16 availability of a facility; providing any service or benefit to
17 any person which is different, or is provided in a different
18 manner or at a different time, from that provided to others;
19 subjecting any person to segregation or separate treatment in any
20 matter related to the receipt of any service; restricting any
21 person in any way in the enjoyment of any advantage or privilege
22 enjoyed by others receiving any service or benefit; and treating
23 any person differently from others in determining admission,
24 enrollment quota, eligibility, membership, or any other
25 requirement or condition which persons must meet in order to be
26 provided any service or benefit. Contractor shall take
27 affirmative action to ensure that intended beneficiaries of this

1 Agreement are provided services without regard to race, religion,
2 national origin, ancestry, sex, age, marital status, or physical
3 or mental handicap.

4 24.1 Contractor shall establish and maintain written
5 complaint procedures under which any person applying
6 for or receiving any services under this Agreement may
7 seek resolution from Contractor of a complaint with
8 respect to any alleged discrimination in the rendering
9 of services by Contractor's personnel. Such procedures
10 shall also include a provision whereby any such person,
11 who is dissatisfied with Contractor's resolution of the
12 matter, shall be referred by Contractor to Director for
13 the purpose of presenting his complaint of the alleged
14 discrimination. Such complaint procedures shall also
15 indicate that if such person is not satisfied with
16 County's resolution or decision with respect to the
17 complaint of alleged discrimination, such person may
18 appeal the matter to the State, if appropriate.

19 24.2 Contractor shall have admission policies specifying
20 non-discrimination in writing and available to the
21 public. Contractor shall not employ discriminatory
22 practices in the admission of any person, assignment of
23 accommodations, or otherwise. Any time any person
24 applies for services under this Agreement, such person
25 shall be advised by Contractor of the complaint
26 procedures described in the above paragraph. A copy of
27 such complaint procedures shall be posted by Contractor

1 in a conspicuous place, available and open to the
2 public, in each of Contractor's facilities where
3 services are provided under this Agreement.

4 **25.0 FAIR LABOR STANDARDS:**

5 Contractor shall comply with all applicable provisions of
6 the Federal Fair Labor Standards Act, and shall indemnify,
7 defend, and hold harmless County, its officers, employees, and
8 agents, from any and all liability, including, but not limited
9 to, wages, overtime pay, liquidated damages, penalties, court
10 costs, and attorneys' fees arising under any wage and hour law,
11 including, but not limited to, the Federal Fair Labor Standards
12 Act, for services performed by Contractor's employees for which
13 County may be found jointly or solely liable.

14 **26.0 CONFLICT OF INTEREST:**

15 26.1 No County employee whose position in County enables
16 such employee to influence the award or administration
17 of this Agreement or any competing agreement, and no
18 spouse or economic dependent of such employee, shall be
19 employed in any capacity by Contractor or have any
20 direct or indirect financial interest in this
21 Agreement. No officer or employee of Contractor who
22 may financially benefit from the provision of services
23 hereunder shall in any way participate in County's
24 approval, or ongoing evaluation, of such services, or
25 in any way attempt to unlawfully influence County's
26 approval or ongoing evaluation of such services.

1 26.2 Contractor shall comply with all conflict of interest
2 laws, ordinances and regulations now in effect or
3 hereafter to be enacted during the term of this
4 Agreement. Contractor warrants that it is not now
5 aware of any facts which create a conflict of interest.
6 If Contractor hereafter becomes aware of any facts
7 which might reasonably be expected to create a conflict
8 of interest, it shall immediately make full written
9 disclosure of such facts to County. Full written
10 disclosure shall include, without limitation,
11 identification of all persons implicated and complete
12 description of all relevant circumstances.

13 **27.0 INDEPENDENT STATUS OF CONTRACTOR:**

14 27.1 This Agreement is by and between County and Contractor
15 and is not intended, and shall not be construed, to
16 create the relationship of agent, servant, employee,
17 partnership, joint venture, or association, as between
18 County and Contractor. The employees and agents of one
19 party shall not be, or be construed to be, the
20 employees or agents of the other party for any purpose
21 whatsoever.

22 27.2 Contractor shall be solely liable and responsible for
23 providing to, or on behalf of, all persons performing
24 work pursuant to this Agreement all compensation and
25 benefits. County shall have no liability or
26 responsibility for the payment of any salaries, wages,
27 unemployment benefits, disability benefits, Federal,

1 State, or local taxes, or other compensation, benefits,
2 or taxes for any personnel provided by or on behalf of
3 Contractor.

4 27.3 Contractor understands and agrees that all persons
5 performing services pursuant to this Agreement are, for
6 purposes of workers' compensation liability, the sole
7 employees of Contractor and not employees of County.
8 Contractor shall be solely liable and responsible for
9 furnishing any and all workers' compensation benefits
10 to any person as a result of any injuries arising from
11 or connected with any services performed by or on
12 behalf of Contractor pursuant to this Agreement.

13 27.4 Contractor shall obtain and maintain on file an
14 executed Contractor Employee Acknowledgment of Employer
15 form (Exhibit C attached hereto and incorporated herein
16 by reference) for each of its employees performing
17 services under this Agreement. Such Acknowledgments
18 shall be executed by each such employee on or
19 immediately after the commencement date of this
20 Agreement but in no event later than the date such
21 employee first performs services under this Agreement.

22 **28.0 COMPLIANCE WITH APPLICABLE LAW:**

23 28.1 Contractor shall comply with all Federal, State, and
24 local laws, ordinances, rules, regulations, manuals,
25 guidelines, Americans with Disabilities Act (ADA)
26 standards, and directives applicable to its performance
27 hereunder. Further, all provisions required thereby to

1 be included in this Agreement are hereby incorporated
2 herein by reference.

3 28.2 Contractor shall indemnify and hold harmless County
4 from and against any and all liability, damages, costs
5 or expenses, including, but not limited, defense costs
6 and attorneys' fees, arising from or related to any
7 violation on the part of Contractor, its officers,
8 employees, or agents, of any such Federal, State or
9 local laws, ordinances, rules, regulations, manuals,
10 guidelines, ADA standards, or directives.

11 **29.0 THIRD PARTY BENEFICIARIES:**

12 Notwithstanding any other provision of this Agreement, the
13 parties do not in any way intend that any person or entity shall
14 acquire any rights as a third party beneficiary of this
15 Agreement.

16 **30.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND**
17 **CERTIFICATES:**

18 Contractor shall obtain and maintain in effect during the
19 term of this Agreement, all licenses, permits, registrations,
20 accreditations, and certificates, as required by all Federal,
21 State, and local laws, ordinances, rules, regulations, manuals,
22 guidelines, and directives, which are applicable to Contractor's
23 facility(ies) and services under this Agreement. Contractor shall
24 further ensure that all of its officers, employees, and agents,
25 who perform services hereunder, shall obtain and maintain in
26 effect during the term of this Agreement all licenses, permits,

1 registrations, accreditations, and certificates which are
2 applicable to their performance hereunder. A copy of each such
3 license, permit, registration, accreditation, and certificate as
4 required by all applicable Federal, State, and local laws,
5 ordinances, rules, regulations, manuals, guidelines and
6 directives shall be provided, in duplicate, to DMH's Contracts
7 Development and Administration Division.

8 **31.0 TERMINATION FOR INSOLVENCY:**

9 31.1 County may terminate this Agreement immediately in the
10 event of the occurrence of any of the following:

11 31.1.1 Insolvency of Contractor. Contractor shall
12 be deemed to be insolvent if it has ceased to
13 pay its debts for at least sixty days in the
14 ordinary course of business or cannot pay its
15 debts as they become due, whether or not a
16 petition has been filed under the Federal
17 Bankruptcy Code and whether or not Contractor
18 is insolvent within the meaning of the
19 Federal Bankruptcy Code.

20 31.1.2 The filing of a voluntary or involuntary
21 petition regarding Contractor under the
22 Federal Bankruptcy Code.

23 31.1.3 The appointment of a Receiver or Trustee for
24 Contractor.

25 31.1.4 The execution by Contractor of a general
26 assignment for the benefit of creditors.

1 31.2 The rights and remedies of County provided in this
2 Paragraph 32 shall not be exclusive and are in addition
3 to any other rights and remedies provided by law or
4 under this Agreement.

5 **32.0 TERMINATION FOR IMPROPER CONSIDERATION:**

6 County may, by written notice to Contractor, immediately
7 terminate the right of Contractor to proceed under this Agreement
8 if it is found that consideration, in any form, was offered or
9 given by Contractor, either directly or through an intermediary,
10 to any County officer, employee or agent with the intent of
11 securing the Agreement or securing favorable treatment with
12 respect to the award, amendment or extension of the Agreement or
13 the making of any determinations with respect to the Contractor's
14 performance pursuant to the Agreement. In the event of such
15 termination, County shall be entitle to pursue the same remedies
16 against Contractor as it could pursue in the event of default by
17 the Contractor.

18 Contractor shall immediately report any attempt by a County
19 officer or employee to solicit such improper consideration. The
20 report shall be made either to the County manager charged with
21 the supervision of the employee or to the County Auditor-
22 Controller's Employee Fraud Hotline at (213) 974-0914 or (800)
23 544-6861.

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

27

1 **33.0 SEVERABILITY:**

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

6 **34.0 CAPTIONS AND PARAGRAPH HEADINGS:**

7 Captions and paragraph headings used in this Agreement are
8 for convenience only and are not a part of this Agreement and
9 shall not be used in construing this Agreement.

10 **35.0 ENTIRE AGREEMENT:**

11 The body of this Agreement; Exhibit A - General Mental
12 Health Services Exhibit, Exhibit B - Contractor Employee
13 Acknowledgement of Employer form , and Exhibit C - Subcontractor
14 Employee Acknowledgement of Employer form, attached hereto and
15 incorporated herein by reference; shall constitute the complete
16 and exclusive statement of understanding between the parties
17 which supersedes all previous agreements, written or oral, and
18 all other communications between the parties relating to the
19 subject matter of this Agreement. In the event of any conflict
20 or inconsistency in the definition or interpretation of any word,
21 responsibility, or schedule, or the contents or description of
22 any service or other work, or otherwise, between the body of this
23 Agreement and the other referenced documents, or between such
24 other documents, such conflict or inconsistency shall be resolved
25 by giving precedence first to the body of this Agreement and then
26 to such other documents according to the following priority:

1 Exhibit A - General Mental Health Services Exhibit.

2 Exhibit B - Contractor Employee Acknowledgement of Employer.

3 Exhibit C - Subcontractor Employee Acknowledgement of
4 Employer.

5 **36.0 WAIVER:**

6 No waiver by County of any breach of any provision of this
7 Agreement shall constitute a waiver of any other breach of such
8 provision. Failure of County to enforce at any time, or from
9 time to time, any provision of this Agreement shall not be
10 construed as a waiver thereof. The rights and remedies set forth
11 in this Paragraph 36 shall not be exclusive and are in addition
12 to any other rights and remedies provided by law or under this
13 Agreement.

14 **37.0 EMPLOYMENT ELIGIBILITY VERIFICATION:**

15 Contractor warrants that it fully complies with all Federal
16 statutes and regulations regarding employment of aliens and
17 others and that all its employees performing services hereunder
18 meet the citizenship or alien status requirements set forth in
19 Federal statutes and regulations. Contractor shall obtain, from
20 all covered employees performing services hereunder, all
21 verification and other documentation of employment eligibility
22 status required by Federal statutes and regulations as they
23 currently exist and as they may be hereafter amended. Contractor
24 shall retain all such documentation for the period prescribed by
25 law. Contractor shall indemnify, defend, and hold harmless
26 County, its officers and employees from and against any employer
27 sanctions and any other liability which may be assessed against

1 Contractor or County in connection with any alleged violation of
2 any Federal statutes or regulations pertaining to the eligibility
3 for employment of persons performing services under this
4 Agreement.

5 **38.0 AUTHORIZATION WARRANTY:**

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

12 **39.0 CERTIFICATION OF DRUG-FREE WORK PLACE:**

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

25

26

1 **40.0 COUNTY LOBBYISTS:**

2 Contractor and each County lobbyist or County lobbying firm
3 as defined in Los Angeles County Code Section 2.160.010, retained
4 by Contractor, shall fully comply with County's Lobbyist
5 Ordinance, Los Angeles County Code Chapter 2.160. Failure on the
6 part of Contractor or any County lobbyist or County lobbying firm
7 retained by Contractor to fully comply with County's Lobbyist
8 Ordinance shall constitute a material breach of this Agreement
9 upon which County may immediately terminate or suspend this
10 Agreement.

11 **41.0 RESTRICTIONS ON LOBBYING:**

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

20 **42.0 COUNTY'S QUALITY ASSURANCE PLAN:**

21 The County or its agent will evaluate Contractor's
22 performance under this agreement on not less than an annual
23 basis. Such evaluation will include assessing Contractor's
24 compliance with all contract terms and performance standards.
25 Contractor deficiencies which County determines are severe or
26 continuing and that may place performance of the agreement in

1 jeopardy if not corrected will be reported to the Board of
2 Supervisors. The report will include improvement/corrective
3 action measures taken by the County and Contractor. If
4 improvement does not occur consistent with the corrective action
5 measures, County may terminate this agreement or impose other
6 penalties as specified in this agreement.

7 **43.0 MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES:** Contractor
8 shall assure that all locations where services are provided under
9 this Agreement are operated at all times in accordance with all
10 County community standards with regard to property maintenance
11 and repair, graffiti abatement, refuse removal, fire safety,
12 landscaping, and in full compliance with all applicable local
13 laws, ordinances, and regulations relating to the property.
14 County's periodic monitoring visits to Contractor's facility(ies)
15 shall include a review of compliance with this Paragraph 47.

16 **44.0 NOTICE TO EMPLOYEES REGRADING THE FEDERAL EARNED INCOME**

17 **CREDIT:** Contractor shall notify its employees, and shall
18 require each subcontractor to notify its employees, that they may
19 be eligible for the federal Earned Income Credit under the
20 federal income tax laws. Such notice shall be provided in
21 accordance with the requirements set forth in Internal Revenue
22 Service Notice 1015."

23 **45.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT:**

24 45.1 The following requirements set forth in the Ordinance
25 are effective for this contract, except to the extent

1 applicable State and/or Federal laws are inconsistent
2 with the terms of the Ordinance.

3 45.2 A responsible Contractor is a Contractor who has
4 demonstrated the attribute of trustworthiness, as well
5 as quality, fitness, capacity and experience to
6 satisfactorily perform the contract. It is the
7 County's policy to conduct business only with
8 responsible contractors.

9 45.3 The Contractor is hereby notified that, in accordance
10 with Chapter 2.202 of the County Code, if the County
11 acquires information concerning the performance of the
12 Contractor on this or other contracts which indicates
13 that the Contractor is not responsible, the County may,
14 in addition to other remedies provided in the contract,
15 debar the Contractor from bidding on County contracts
16 for a specified period of time not to exceed 3 years,
17 and terminate any or all existing contracts the
18 Contractor may have with the County.

19 45.4 The County may debar a contractor if the Board of
20 Supervisors finds, in its discretion, that the
21 Contractor has done any of the following: (1) violated
22 any term of a contract with the County, (2) committed
23 any act or omission which negatively reflects on the
24 Contractor's quality, fitness or capacity to perform a
25 contract with the County or any other public entity, or
26 engaged in a pattern or practice which negatively
27 reflects on same, (3) committed an act or offense which

1 indicates a lack of business integrity or business
2 honesty, or (4) made or submitted a false claim against
3 the County or any other public entity.

4 45.5 If there is evidence that the Contractor may be subject
5 to debarment, the Department will notify the Contractor
6 in writing of the evidence which is the basis for the
7 proposed debarment and will advise the Contractor of
8 the scheduled date for a debarment hearing before the
9 Contractor Hearing Board.

10 45.6 The Contractor Hearing Board will conduct a hearing
11 where evidence on the proposed debarment is presented.
12 The Contractor and/or the Contractor's representative
13 shall be given an opportunity to submit evidence at
14 that hearing. After the hearing, the Contractor
15 Hearing Board shall prepare a proposed decision, which
16 shall contain a recommendation regarding whether the
17 contractor should be debarred, and, if so, the
18 appropriate length of time of the debarment. If the
19 Contractor fails to avail itself of the opportunity to
20 submit evidence to the Contractor Hearing Board, the
21 Contractor may be deemed to have waived all rights of
22 appeal.

23 45.7 A record of the hearing, the proposed decision and any
24 other recommendation of the Contractor Hearing Board
25 shall be presented to the Board of Supervisors. The
26 Board of Supervisors shall have the right to modify,

1 deny or adopt the proposed decision and recommendation
2 of the Hearing Board.

3 45.8 These terms shall also apply to
4 subcontractors/subconsultants of County Contractors.

5 **46.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY**

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

20 Contractor shall indemnify and hold County harmless
21 against any and all loss or damage County may suffer arising
22 from any Federal exclusion of Contractor or its staff
23 members from such participation in a Federally funded health
24 care program.

25 Failure by Contractor to meet the requirements of this
26 paragraph shall constitute a material breach of contract

1 upon which County may immediately terminate or suspend this
2 Agreement.

3 **47.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

4 The parties acknowledge the existence of the Health
5 Insurance Portability and Accountability Act of 1996 and its
6 implementing regulations ('HIPAA'). Contractor understands
7 and agrees that it is a 'Covered Entity' under HIPAA and, as
8 such, has obligations with respect to the confidentiality,
9 privacy and security of patients' medical information, and
10 must take certain steps to preserve the confidentiality of
11 this information, both internally and externally, including
12 the training of its staff and the establishment of proper
13 procedures for the release of such information, and the use
14 of appropriate consents and authorizations specified under
15 HIPAA.

16 The parties acknowledge their separate and independent
17 obligations with respect to HIPAA, and that such obligations
18 relate to Transactions and Code Sets, Privacy, and Security.

19 Contractor understands and agrees that it is separately and
20 independently responsible for compliance with HIPAA in all
21 these areas and that County has not undertaken any
22 responsibility for compliance on Contractor's behalf.

23 Contractor has not relied, and will not in any way rely, on
24 County for legal advice or other representations with
25 respect to Contractor's obligations under HIPAA, but will
26 independently seek its own counsel and take the necessary

1 measures to comply with the law and its implementing
2 regulations.

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

12 **48.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY**

13 **LAW:** The Contractor shall notify and provide to its
14 employees, a fact sheet regarding the Safely Surrendered Baby
15 Law, its implementation in Los Angeles County, and where and how
16 to safely surrender a baby. The fact sheet is set forth in
17 Attachment I of this Agreement and is also available on the
18 Internet at www.babysafela.org for printing purposes.

19 **49.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE**

20 **SAFELY SURRENDERED BABY LAW:** The Contractor acknowledges
21 that the County places a high priority on the implementation of
22 the Safely Surrendered Baby Law. The Contractor understands that
23 it is the County's policy to encourage all County Contractors to
24 voluntarily post the County's "Safely Surrendered Baby Law"
25 poster in a prominent position in the subcontractor's place of

1 business. The County's Department of Children and Family Services
2 will supply the Contractor with the poster to be used.

3 **50.0 NOTICES:**

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

14 To Contractor: _____
15 _____
16 _____
17 _____

18 Attention: _____

21 To County : Department of Mental Health
22 Contracts Development and
23 Administration Division
24 550 South Vermont Ave., 5th Floor
25 Los Angeles, CA 90020

26 Attention: Chief of Contracts Development and
27 Administration Division

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

6 COUNTY OF LOS ANGELES

7
8
9
10 By _____
11 Marvin J. Southard, D.S.W.
12 Director of Mental Health
13

14
15
16 _____
17 CONTRACTOR

18
19 By _____
20
21 Name _____
22
23 Title _____
24 (AFFIX CORPORATE SEAL HERE)
25

26 APPROVED AS TO FORM
27 BY THE OFFICE OF COUNTY COUNSEL:

28
29 LLOYD W. PELLMAN
30 County Counsel

31
32 APPROVED AS TO CONTRACT
33 ADMINISTRATION:
34 DEPARTMENT OF MENTAL HEALTH

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

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

7
8
9 ATTEST:

COUNTY OF LOS ANGELES

10
11 VIOLET VARONA-LUKENS, Executive
12 Officer-Board of Supervisors
13 of the County of Los Angeles

By _____
Chair, Board of Supervisors

14
15
16
17
18 By _____
19 Deputy

CONTRACTOR

20
21
22
23 APPROVED AS TO FORM

By _____

24
25 LLOYD W. PELLMAN
26 County Counsel

Name _____

27 Title _____
28 (AFFIX CORPORATE SEAL HERE)

29
30 BY _____
31 Deputy County Counsel

32
33
34
35
36 APPROVED AS TO CONTRACT
37 ADMINISTRATION:

38
39 DEPARTMENT OF MENTAL HEALTH

40
41
42
43 By _____
44 Chief, Contracts Development and
45 Administration Division

46
47 VA:OCCP Boilerplate (1-24-03)

**OUT OF COUNTY CHILD PLACEMENT
MENTAL HEALTH SERVICES AGREEMENT
ATTACHMENT I**

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



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



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un 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 recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden empezar 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?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

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

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Womer	% Men	% Women	% Men	% Women
1	Victor Treatment Centers, Inc. dba Willow Creek Treatment Center	NP								

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

***NOTE:** Non-Profit firms and governmental institutions are not owned; hence, the data on percentage of ownership in firm by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.

CONTRACT RENEWALS FOR FYs 2003-2004, 2004-2005, and 2005-2006

BASIC LIVING SUPPORT SERVICES AGREEMENTS

Item No.	CONTRACTOR LEGAL ENTITY (LE) No.	SUP. DIST. (Sites)	Reimbursement Method** & Present Contract No.	Type of Service Exhibit*	Agreement Term	Fiscal Year Daily Rate**		
						FY 2003-2004	FY 2004-2005	FY 2005-2006
1	Catholic Charities of Los Angeles, Inc. Lancaster Community Center 1531 James M. Wood Blvd. Los Angeles, CA 90015 Rev. Monsignor Gregory A. Cox Executive Director	5	#73005	806	3 yrs.	N/A	N/A	N/A
2	Miracle Star Women's Recovering Community 44664 North Cedar Avenue Lancaster, CA 93534 Star Moffatt Executive Director	5	#73004	806	3 yrs.	N/A	N/A	N/A
3	Ocean Park Community Center (McKinney) 1453 16th Street Santa Monica, CA 90404 John Marceri Executive Director	3	#DMH-00701	806	3 yrs.	N/A	N/A	N/A
4	People Assisting the Homeless (P.A.T.H.) 340 North Madison Avenue Los Angeles, CA 90038 Joel John Roberts Executive Director	3	#73006	806	3 yrs.	N/A	N/A	N/A
5	Parents of Watts Working with Youth and Adults 10828 Lou Dillion Street Los Angeles, CA 90054 Alice Harris Director	2	#DMH-00697	806	3 yrs.	N/A	N/A	N/A

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

ATTACHMENT B

CONTRACT RENEWALS FOR FYs 2003-2004, 2004-2005, and 2005-2006

BASIC LIVING SUPPORT SERVICES AGREEMENTS

Item No.	CONTRACTOR LEGAL ENTITY (LE) No.	SUP. DIST. (Sites)	Reimbursement Method** & Present Contract No.	Type of Service Exhibit*	Agreement Term	Fiscal Year Daily Rate**		
						FY 2003-2004	FY 2004-2005	FY 2005-2006
6	Skid Row Development Corporation 434 San Pedro Street, #601 Los Angeles, CA 90013 William F. Hill President	2	#DMH-00702	806	3 yrs.	N/A	N/A	N/A
7	Weingart Association 566 South San Pedro Street Los Angeles, CA 90013 John F. King President	2	#DMH-00690	806	3 yrs.	N/A	N/A	N/A

NOTE: * Service Exhibit #806 - Basic Living Support Services

** Basic Living Support Service Agreements do not have Maximum Contract Amounts and are reimbursed at the Daily Rate as determined by the Social Security Administration and the State Department of Mental Health, in accordance with the established Interim Funding board and care rates.

CONTRACTOR:

Contract Number

Provider Number

Business Address:

Reference Number

Supervisorial District: _____

Mental Health Service Area(s) _____

BASIC LIVING SUPPORT SERVICES AGREEMENT

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EXHIBIT

- A BASIC LIVING SUPPORT SERVICES
- B CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
- C SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
- D SAFELY SURRENDERED BABY LAW FACT SHEET

BASIC LIVING SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between the County of Los Angeles (hereafter "County"), and _____

(hereafter "Contractor")

Business Address:

WHEREAS, County desires to provide to those mentally ill homeless adults, and/or families of mentally ill adults at risk of becoming homeless, in Los Angeles County who qualify therefor, basic living support services (i.e., food, clothing, temporary shelter, etc.) as described in Exhibit A (Basic Living Support Services) and as contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code (hereafter "WIC") Section 5600 et seq., including, but not limited to, Sections 5680 through 5688.5; and

WHEREAS, the objective of these services is to provide accessible, safe, time-limited shelter for homeless mentally ill adults, and/or families of mentally ill adults at risk of becoming homeless, while linkages to longer-range housing and treatment services are arranged; and

WHEREAS, Contractor shall provide these services to mentally ill homeless adults, and/or families of mentally ill adults at risk of becoming homeless, who are referred to Contractor by, or referred to Contractor with the consent of, County's Director of Mental Health or his authorized designee; and

WHEREAS, Contractor operates residential facility(ies) where these services shall be provided; and

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

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

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

1. TERM:

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

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed 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 thirty days prior to the end of the Initial Period.

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

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

C. 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.

D. 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 (Basic Living Support Services). 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 AND INSURANCE), 23 (WARRANTY AGAINST CONTINGENT FEES), 27 (DELEGATION AND ASSIGNMENT), 28 (SUBCONTRACTING), 34 (TERMINATION FOR INSOLVENCY), 35 (TERMINATION FOR DEFAULT), and 36 (TERMINATION FOR IMPROPER CONSIDERATION).

E. 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.

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 (Basic Living Support Services) 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. County shall reimburse Contractor, monthly in arrears, at the currently approved and applicable Residential Care Daily Rate per client day, as established by State's Department of Social Services, for each twenty-four hour day (or portion thereof) in each calendar month, for up to sixty days, that each client has resided in Contractor's residential facility(ies) and has received basic living support services hereunder. Subsequent extensions of basic living support services per client, for up to thirty days per extension, may be made upon the review and written approval by Director of the particular client's placement plan, and implementation progress, provided that in no event shall basic living support services hereunder be furnished for more than one hundred eighty continuous days, including extensions, per client.

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.

Any change to the Residential Care Rate issued by State's Department of Social Services shall supersede the prior existing rate and shall be effective as of the effective date of State's rate change.

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. Suspension of Payments: At the sole discretion of Director, payments to Contractor under this Agreement shall be suspended if Director determines that Contractor is in default under any of the provisions of this Agreement, or if State fails to make prompt payment to County on County's billings to State. Director shall notify in writing County's Board of Supervisors of any suspension of payments under this Subparagraph B.

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 C (Basic Living Support Services). 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.

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 requires 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 contract 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.

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. Contractor Personnel:

(1) Contractor shall assure that any person who enters into employment as a care custodian of elders or dependent adults, 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 or dependent adults, 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 or dependent adults.

(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 or dependent adults, 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 or dependent adults, 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 or dependent adults 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 AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County and County Special Districts, and their elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury or property damage, including physical damage or loss of Contractor's property in the care, custody or control of Contractor. Contractor shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.

B. Insurance: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to County and shall be primary to and not contributing with any other insurance maintained by County. Certificates or other evidence of coverage and certified copy(ies) of additional insured endorsements shall be delivered to Department of Mental Health, Attention: Chief, Contracts Development and Administration Division prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain express conditions that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance. Failure by Contractor to procure and maintain the required insurance shall constitute a material

breach of contract upon which County may immediately terminate or suspend this Agreement.

(a) Liability: Such insurance shall be endorsed naming the County of Los Angeles as additional insured and shall include, but not limited to:

(b) General Liability: General liability insurance written on a commercial general liability policy Form CG 00 01 or its equivalent covering the hazards of premises/operations, contractual, independent contractors, advertising, products completed operations, broad form property damage, and personal injury with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS \$(2,000,000) aggregate with no exclusions.

(c) Business Automobile Liability: Form CA 00 01 or its equivalent, endorsed for all owned, non-owned and hired vehicles (involved in the provision of services under this Agreement) and non-owned automobile hazards with a combined single limit of ONE MILLION DOLLARS (\$1,000,000) per occurrence.

(d) Workers' Compensation: With statutory limits and Employers' liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident, ONE MILLION DOLLARS (\$1,000,000) per employee for disease and ONE MILLION DOLLARS (\$1,000,000) aggregate policy limit for all diseases.

23. 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.

24. 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.

25. 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.

26. 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 of Employer (Exhibit B) 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.

27. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its rights under this Agreement, or both, either in whole or in part, without the prior written consent of County. Any prohibited delegation or assignment shall be null and void and shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to set off, recoupment, or other reduction for any claim which Contractor may have against County.

28. 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 28. 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 28 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 28, 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 Subcontractor Employee Acknowledgement of Employer (Exhibit C) 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 28, including, but not limited to, consenting to any subcontracting.

29. 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.

30. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations, guidelines, 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, 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, guidelines, or directives.

31. 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.

32. 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.

33. 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.

34. 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 34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

35. 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 35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this

Agreement.

36. 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 (213)974-0914 or (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.

37. 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.

38. 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.

39. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Exhibits 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.

40. ENTIRE AGREEMENT: The body of this Agreement; and Exhibits A through C, 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 (Basic Living Support Services).
2. Exhibit B (Contractor Employee Acknowledgement of Employer).
3. Exhibit C (Subcontractor Employee Acknowledgement of Employer).

41. 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 41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

42. 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.

43. 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.

44. 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 58 (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.

45. 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.

46. 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.

47. 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.

48. 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 48.

49. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN)

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

50. 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.

51. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

(1) The Contractor acknowledges that the County has established a goal of

ensuring that all individuals who benefit financially from the County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County as its taxpayers.

(2) 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, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

52. 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.

53. 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.

54. 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.

55. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. The following requirements set forth in the Ordinance are effective for this contract,

except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

B. 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.

C. 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 contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

D. 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 any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, 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.

E. 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.

F. 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the

Contractor may be deemed to have waived all rights of appeal.

G. 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.

H. These terms shall also apply to subcontractors/subconsultants of County Contractors.

56. 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 thirty (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 program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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.

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

57. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Contractor (also Business Associate) provides services to County (also 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, and regulations promulgated thereunder,

including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy 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 "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).

1.3 "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 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.

1.4 "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.

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

1.6 "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.

1.7 Terms used, but not otherwise defined, in this Paragraph ___ shall have the same meaning as those terms in the Privacy 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 warrants that it 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.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Department of Mental Health's Chief Deputy Director, telephone number (213) 738-4108 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, 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 to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
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 ____.

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 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. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

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 COUNTY

3.1 Obligation of County. 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 ___ 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 Agreement and cure is not possible; or
- (c) If neither termination nor cure are 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 ___ 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 ___.

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

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

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

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

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

58. 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.

59. 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 _ of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

60. 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.

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

/

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To Contractor: _____

Attention: _____

To County: 1. _____

Attention: _____

2. _____

Attention: _____

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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, 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
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

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

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Catholic Charities of Los Angeles, Inc. Lancaster Community Center	NP								
2	Miracle Star Women's Recovering Community	NP								
3	Ocean Park Community Center (McKinney)	NP								
4	People Assisting the Homeless (P.A.T.H.)	NP								
5	Parents of Watts Working with Youth and Adults	NP								
6	Skid Row Development Corporation	NP								
7	Weingart Association	NP								

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

***NOTE:** Non-Profit firms and governmental institutions are not owned; hence, the data on percentage of ownership in firm by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.

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

CONTRACT RENEWALS FOR FY 2003-2004, 2004-2005 and 2005-2006

MENTAL HEALTH SERVICES AGREEMENT CONTRACT RATE-
PSYCHIATRIC INTENSIVE INPATIENT HOSPITAL SERVICES

Item No.	CONTRACTOR LEGAL ENTITY (LE) No.	SUP. DIST. (Sites)	Reimbursement Method & Present Contract No.	Type of Service Exhibit*	Agreement Term	Fiscal Year Maximum Contract Amount		
						FY 2003-2004	FY 2004-2005	FY 2005-2006
1	White Memorial Medical Center (Inpatient Beds) 1720 Cesar E. Chavez Avenue Los Angeles, CA 90033 John Raffoul Vice President, Finance	1	DMH-00921	930	3 yrs.	\$1,000,000	\$1,000,000	\$1,000,000
2								
3								
4								
5								

TOTAL: \$ 1,000,000 \$ 1,000,000 \$ 1,000,000

* Service Exhibit #930 - Psychiatric Inpatient Hospital Services

1 CONTRACTOR:
2 _____
3 _____
4 _____
5 _____

Contract Number

6 Business Address:
7 _____
8 _____
9 _____
10 _____

Provider Number(s)

Reference Number

Legal Entity Number

11
12 Supervisorial District(s) _____
13
14

15 MENTAL HEALTH SERVICES AGREEMENT
16 CONTRACT RATE - ACUTE PSYCHIATRIC INTENSIVE
17 INPATIENT HOSPITAL SERVICES
18

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47 Mental Health Service Area(s) _____

Countywide _____

48 K: S_____ U_____

49 PO: ASOC____ CSOC_____ CRITICAL CARE_____

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1 **CONTRACT NO.** _____

2 MENTAL HEALTH SERVICES AGREEMENT

3 CONTRACT RATE - ACUTE PSYCHIATRIC INTENSIVE

4 INPATIENT HOSPITAL SERVICES

5 THIS AGREEMENT is made and entered into this _____ day of _____, 20 ____, by
6 and between the County of Los Angeles (hereafter "County"), and _____

7 _____
8 _____
9 (hereafter "Contractor")

10 Business Address:

11 _____
12 _____
13 _____
14 WHEREAS, County desires to provide to those persons in
15 Los Angeles County who qualify therefor certain mental health services contemplated and authorized
16 by the Bronzan-McCorquodale Act, California Welfare and Institutions Code Section 5600 *et seq.*;
17 and

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

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

22 WHEREAS, these services shall be provided by Contractor in accordance with all applicable
23 Federal, State and local laws, ordinances, rules, regulations, manuals, guidelines, and directives,
24 which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act,
25 California Welfare and Institutions Code Section 5600 *et seq.*, including, but not limited to, Sections
26 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705,
27 5709, 5710, 5716, 5719, 5721, 5722, and 5751.2; including, but not limited to, Section

1 14132.44; California Welfare and Institutions Code Section 17601 et seq.; California Government
2 Code Sections 26227 and 53703; 42 United States Code Section 1396 et seq.; California Penal
3 Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Section 51516, of
4 the California Code of Regulations; policies and procedures developed by County; State's Medicaid
5 Plan; and policies and procedures which have been documented in the form of Policy Letters issued
6 by State Department of Mental Health; policies and procedures including specific procedures relating
7 to contract compliance for Treatment for Authorization Request approvals developed by County; and

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

- 10 A. "CCR" means the California Code of Regulations;
- 11 B. "CGF" means County General Funds;
- 12 C. "Day(s)" means calendar day(s) unless otherwise specified;
- 13 D. "Director" means County's Director of Mental Health or her authorized designee;
- 14 E. "DMH" means County's Department of Mental Health;
- 15 F. "Fiscal Year" means County's Fiscal Year which commences July 1 and ends the
16 following June 30;
- 17 G. "MIS" means DMH's Management Information System;
- 18 H. "Contract Rate" or "CR" mean the total amount of reimbursement, including all
19 revenue, interest and return, which is allowable for delivery of a day of service as
20 defined by Director and which is shown on the Financial Exhibit(s). A Contract Rate
21 is the gross rate of reimbursement which has been negotiated between Contractor
22 and County for Contractor's delivery of a day of service of Acute Psychiatric
23 Inpatient Hospital Services. The Contract Rate is an all inclusive rate that includes,
24 but is not limited to, the cost of all physician services, psychologist services and
25 psychiatric treatment rendered to Clients and the cost of transportation services for
26 providing Acute Psychiatric Inpatient Hospital Services;
- 27 I. "SDHS" means State's Department of Health Services;

1 J. "SDMH" means State's Department of Mental Health;

2 K. "State" means the State of California;

3 L. "UMDAP" means SDMH's Uniform Method of Determining Ability to Pay;

4 M. "WIC" means the California Welfare and Institutions Code; and

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

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

8 1. TERM:

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

11 B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be
12 automatically renewed without further action by the parties hereto unless either party desires to
13 terminate this Agreement at the end of the Initial Period and gives written notice to the other party
14 not less than thirty days prior to the end of the Initial Period.

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

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

21 C. Termination:

22 (1) This Agreement may be terminated by either party at any time without cause
23 by giving at least thirty days prior written notice to the other party.

24 (2) This Agreement may be terminated by County immediately:

25 (a) If County determines that:

26 i. Any Federal, State, and/or County funds are not available for
27 this Agreement or any portion thereof; or

- 1 ii. Contractor has failed to initiate delivery of services within
2 days of the commencement date of this Agreement; or
3 iii. Contractor has failed to comply with any of the provisions of
4 Paragraphs 15 (NONDISCRIMINATION IN SERVICES), 16
5 (NONDISCRIMINATION IN EMPLOYMENT), 18
6 (INDEMNIFICATION AND INSURANCE), 19 (WARRANTY
7 AGAINST CONTINGENT FEES), 24 (DELEGATION AND
8 ASSIGNMENT), 25 (SUBCONTRACTING), and/or 42
9 (CERTIFICATION OF DRUG-FREE WORK PLACE); or

- 10 (b) In accordance with Paragraphs 30 (TERMINATION FOR
11 INSOLVENCY), 31 (TERMINATION FOR DEFAULT), 32
12 (TERMINATION FOR GRATUITIES), and/or 43 (COUNTY
13 LOBBYISTS).

14 (3) This Agreement shall terminate as of June 30 of the last Fiscal Year for
15 which funds for this Agreement were appropriated by County as provided in Paragraph 5
16 (COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS).

17 (4) In the event that this Agreement is terminated, then:

- 18 (a) Contractor and County shall comply with the Termination Subsection
19 of the Term Section of Contract Manual; and
20 (b) On or after the date of the written notice of termination, County, in
21 its sole discretion, may stop all payments to Contractor hereunder
22 until preliminary settlement based on the Annual Cost Report; and
23 (c) If Contractor terminates this Agreement, all costs related to all
24 transfers of patients/clients receiving services hereunder to other
25 agencies as well as all costs related to all continuing services shall
26 not be a charge to this Agreement nor reimbursable in any way
27 hereunder.

1 (5) Any termination of this Agreement by County shall be approved by County's
2 Board of Supervisors.

3 D. Suspension of Payments: At the sole discretion of Director, payments to Contractor
4 under this Agreement shall be suspended if Director determines that Contractor is in default under
5 any of the provisions of this Agreement or if State fails to make prompt payment to County on
6 County's claims to State.

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

10 3. DESCRIPTION OF SERVICES: Contractor shall provide mental health services in the form as
11 described in the Financial Exhibit(s) and Service Exhibit(s) and in the Program Description of
12 Contractor's Negotiation Package for this Agreement as approved in writing by Director, including
13 any addenda thereto as approved in writing by Director. Services provided by Contractor shall be
14 the same regardless of the patient's/client's ability to pay or source of payment.

15 If, during Contractor's provision of services under this Agreement, there is any substantial
16 deviation from the services as described in Contractor's Negotiation Package for this Agreement, as
17 approved in writing by Director, including any addenda thereto as approved in writing by Director,
18 then Contractor shall promptly notify Director.

19 4. FINANCIAL PROVISIONS:

20 A. General: This is a Contract Rate Agreement. County agrees to reimburse Contractor
21 during the term of this Agreement for providing mental health services hereunder in accordance with
22 WIC Sections 5704, 5705, 5707, 5709, 5710, 5714, 5716, 5717, 5718, 5719, 5720, 5721,
23 5723, and 14132.44; CCR Titles 9 and 22; SDMH Policy Letters; DMH policies and procedures; and
24 all other applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines,
25 and directives. Reimbursement shall be at the Contract Rate(s), as mutually agreed upon between
26 County and Contractor and as shown on the Financial Exhibit(s) less all fees paid by or on behalf of
27 patients/clients receiving services hereunder and all other revenue, to Contractor, as described in

1 Subparagraph G (Payment).

2 B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial
3 Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____
4 _____ DOLLARS (\$_____) and
5 shall consist of County, State, and/or Federal (excluding Medicare for partial hospitalization services)
6 funds as shown on the applicable Financial Exhibit(s). Notwithstanding any other provision of this
7 Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for
8 Contractor's performance hereunder during the Initial Period.

9 C. Reimbursement If Agreement Is Automatically Renewed:

10 (1) Reimbursement For First Automatic Renewal Period: The Maximum Contract
11 Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1
12 (TERM) shall not exceed _____ DOLLARS (\$_____) and shall consist of County, State, and/or Federal (excluding Medicare for partial hospitalization
13 services) funds as shown on the applicable Financial Exhibit(s). Notwithstanding any other provision
14 of this Agreement, in no event shall County pay Contractor more than this Maximum Contract
15 Amount for Contractor's performance hereunder during the First Automatic Renewal Period.
16

17 (2) Reimbursement For Second Automatic Renewal Period: The Maximum
18 Contract Amount for the Second Automatic Renewal Period of this Agreement as described in
19 Paragraph 1 (TERM) shall not exceed _____
20 DOLLARS (\$_____) and shall consist of County, State, and/or Federal (excluding
21 Medicare for partial hospitalization services) funds as shown on the applicable Financial Exhibit(s).
22 Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor
23 more than this Maximum Contract Amount for Contractor's performance hereunder during the
24 Second Automatic Renewal Period.

25 Notwithstanding any other provision of this Agreement, Contractor shall be entitled to
26 reimbursement for Psychiatric Inpatient Hospital Services: (1) if there is a Treatment Authorization
27 Request for the particular Acute Psychiatric Inpatient Hospital Services or Administrative Day

1 Services which has been submitted by Contractor to County as required by this Agreement and
2 which has been approved by County; and (2) if the particular Acute Psychiatric Inpatient Hospital
3 Services or Administrative Day Services provided pursuant to the County-approved Treatment
4 Authorization Request are consistent with the County-approved Treatment Authorization Request
5 and are appropriate for clinical reimbursement as determined by Director.

6 D. Government Funding Restrictions: This Agreement shall be subject to any
7 restrictions, limitations, or conditions imposed by State, including, but not limited to, those
8 contained in State's Budget Act, which may in any way affect the provisions or funding of this
9 Agreement. This Agreement shall also be subject to any additional restrictions, limitations, or
10 conditions imposed by the Federal government which may in any way affect the provisions or
11 funding of this Agreement.

12 E. Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest:

13 (1) Contractor shall comply with all County, State, and Federal requirements and
14 procedures, as described in WIC Sections 5709, 5710 and 5721, relating to: (1) the determination
15 and collection of patient/client fees for services hereunder based on UMDAP and DMH's Revenue
16 Manual, (2) the eligibility of patients/clients for private insurance, or other third party revenue, and
17 (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients
18 receiving services hereunder. Contractor shall vigorously pursue and report collection of all
19 patient/client and other revenue.

20 (2) All fees paid by patients/clients receiving services under this Agreement and
21 all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Contractor
22 only for the delivery of mental health services specified in this Agreement.

23 (3) Contractor may retain any interest and/or return funds paid by County to
24 Contractor, provided that which may be received, earned or collected from any Contractor shall
25 utilize all such interest and return only for the delivery of mental health services specified in this
26 Agreement.

1 F. Billing Procedures As Conditions Precedent To Contractor's Eligibility For
2 Reimbursement:

3 (1) As an express condition precedent to Contractor's eligibility for
4 reimbursement under this Agreement, Contractor shall determine: (1) whether clients are indigent,
5 (2) whether the Psychiatric Inpatient Hospital Services for which claim is made are covered, in whole
6 or in part, under any other State or Federal medical care program or under any other contractual or
7 legal entitlement, including, but not limited to, any private group indemnification or insurance
8 program or workers' compensation, and (3) whether the Clients for whom claim is made have any
9 Medi-Cal Share of Cost for the particular Psychiatric Inpatient Hospital Services. Notwithstanding
10 any other provision of this Agreement, to the extent that any such third party coverage and/or Medi-
11 Cal Share of Cost is available, Contractor's reimbursement shall be reduced.

12 (2) As a further express condition precedent to Contractor's eligibility for
13 reimbursement under this Agreement, Contractor shall submit claims on the prescribed form(s) and
14 with the appropriate allowable psychiatric accommodation codes to DMH for reimbursement for all
15 Psychiatric Inpatient Hospital Services rendered to Clients, either directly or through subcontractors
16 as permitted under this Agreement, in accordance with all applicable requirements.

17 (3) Contractor shall claim a day of service of Acute Psychiatric Inpatient Hospital
18 Services for each Client who occupies an inpatient psychiatric bed at 12:00 midnight in Contractor's
19 facility(ies), based on the particular services provided at that time. Contractor shall claim a day of
20 service for the Client for the day of admission and not the day of discharge; however, a day of
21 service may be claimed if the Client is admitted and discharged during the same day, provided that
22 such admission and discharge is not within twenty-four hours of a prior discharge.

23 G. Payment: Contractor shall submit to County, claims in the form and content
24 specified by County. Each claim shall be submitted within fourteen days of the Client's discharge
25 date. Contractor's claims to County shall be separately itemized by Client.

26 On the basis of the claims and after Director's review and approval of the claims,
27 Contractor shall receive from County payment less all revenues equal to the claims submitted and

1 approved for that month in accordance with County policies and procedures.

2 If a claim is not submitted as required by County, then payment may be withheld by
3 County.

4 H. Withholding of Payment For Nonsubmission of MIS and Other Information: County
5 may withhold a maximum of ten percent of any monthly claim, if any MIS data, or other information
6 is not submitted by Contractor to County within the time limits of submission of this Agreement or if
7 any MIS data, or other information is incomplete, incorrect, or is not completed in accordance with
8 the requirements of this Agreement.

9 I. Annual Cost Reports:

10 (1) For each Fiscal Year or portion thereof that this Agreement is in effect,
11 Contractor shall provide DMH with one copy of an accurate and complete Annual Cost Report in
12 accordance with written guidelines provided to Contractor by Director.

13 (2) Within ten days after written notification by County to Contractor of any
14 overpayment due by Contractor to County, Contractor shall notify County as to which of the
15 following two payment options Contractor requests be used as the method by which such amount
16 shall be recovered by County. Any such amount shall be: (1) paid in one cash payment by
17 Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to
18 exceed such sixty days. If Contractor does not so notify County within such ten days or if
19 Contractor fails to make payment of any such amount to County as required, then the total amount,
20 as determined by Director, shall be immediately due and payable.

21 J. County Audit Settlements: If, at any time during the term of this Agreement or at
22 any time after the expiration or termination of this Agreement, authorized representatives of County
23 conduct an audit or review regarding the Psychiatric Inpatient Hospital Services provided hereunder
24 and if such audit or review finds that the dollar liability of County and/or Federal governments for
25 such services is less than the payments made by County to Contractor, then the difference shall be
26 due by Contractor to County. Within thirty days after written notification by County to Contractor
27 of any such difference due by Contractor to County, Contractor shall pay County by one cash

1 . payment.

2 K. Interest Charges on Delinquent Payments: If Contractor, without good cause as
3 determined in the sole judgment of Director, fails to pay County any amount due to County under
4 this Agreement within sixty days after the due date, as determined by Director, then Director, in her
5 sole discretion and after written notice to Contractor, may assess interest charges at a rate equal to
6 County's Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount
7 due commencing on the sixty-first day after the due date. The interest charges shall be paid by
8 Contractor to County by cash payment upon demand.

9 L. Limitation of County's Obligation Due to Nonappropriation of Funds:
10 Notwithstanding any other provision of this Agreement, County shall not be obligated for
11 Contractor's performance hereunder or by any provision of this Agreement during this or any of
12 County's future fiscal years unless and until County's Board of Supervisors appropriates funds for
13 this Agreement in County's Budget for each such fiscal year. Should County, during this or any
14 subsequent fiscal year impose budgetary restrictions which appropriate less than the amount
15 provided for in Subparagraph B (Reimbursement For Initial Period) and Subparagraph C
16 (Reimbursement If Agreement Is Automatically Renewed) of this Agreement, County shall reduce
17 services under this Agreement consistent with such imposed budgetary reductions. In the event
18 funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of
19 the last fiscal year for which funds were appropriated. County shall notify Contractor of any such
20 changes in allocation of funds at the earliest possible date.

21 M. Contractor Requested Changes: If Contractor desires any change in the provisions of
22 this Agreement, Contractor shall request in writing such change within the term of this Agreement.

23 N. Delegated Authority: Notwithstanding any other provision of this Agreement,
24 County's Department of Mental Health Director may, without further action by County's Board of
25 Supervisors, prepare and sign amendments to this Agreement during the remaining term of this
26 Agreement, under the following conditions:

27 (1) County's total payments to Contractor under this Agreement, for each Fiscal

1 Year of the term of this Agreement, shall not exceed or shall not be reduced by more than ten
2 percent of the applicable Maximum Contract Amount; and

3 (2) Any such increase shall only be used for additional services or to reflect
4 program and/or policy changes that affect this Agreement; and

5 (3) County's Board of Supervisors has appropriated sufficient funds for all
6 changes described in each such amendment to this Agreement; and

7 (4) Approval of County Counsel and the Chief Administrative Officer is obtained
8 prior to any such amendment to this Agreement; and

9 (5) County's Department of Mental Health Director shall notify County's Board of
10 Supervisors and Chief Administrative Officer of all Agreement changes, in writing, within fifteen
11 days following execution of any such amendment(s).

12 5. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS:

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

21 6. PRIOR AGREEMENT(S) SUPERSEDED:

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

TITLE	COUNTY AGREEMENT NUMBER	DATE OF EXECUTION
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

3 B. The parties further agree that all payments made by County to Contractor under any
4 such prior Agreement(s) for services rendered thereunder on and after _____, 20____, shall be
5 applied to and considered as payments made under this Agreement and shall be applied against all
6 applicable Federal, State, and/or County funds provided hereunder.

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

11 7. STAFFING: Contractor shall operate throughout the term of this Agreement with staff,
12 including, but not limited to, professional staff, as required by WIC and CCR. Such staff shall be
13 qualified and shall possess all appropriate licenses in accordance with WIC Sections 5778 and all
14 other applicable requirements of the California Business and Professions Code, WIC, CCR and State
15 Policy Letters.

16 8. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service
17 training program of treatment review and case conferences in which all its professional, para-
18 professional, intern, student and clinical volunteer personnel shall participate. Contractor shall
19 institute and maintain appropriate supervision of all persons providing services under this Agreement
20 with particular emphasis on the supervision of para-professionals, interns, students, and clinical
21 volunteers. Contractor shall be responsible for the training of all appropriate staff on State and
22 County policies and procedures as well as on any other matters that County may reasonably require.

23 9. PROGRAM SUPERVISION, MONITORING AND REVIEW: Director shall have the right to
24 monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the
25 criteria for determining the persons to be served. Authorized County, State and/or Federal
26 representatives shall have the right to review and monitor Contractor's facilities, programs, and
27 procedures at any reasonable time.

1 10. RECORDS AND AUDITS:

2 A. Records:

3 (1) General:

4 (a) Contractor shall maintain books, records, documents and other
5 evidence as well as accounting procedures and practices sufficient to reflect properly all direct and
6 indirect costs of whatever nature claimed to have been incurred in the performance of this
7 Agreement.

8 (b) Contractor shall maintain all the information described in
9 Subparagraph (a) in accordance with generally accepted accounting principles.

10 (c) Contractor shall maintain medical records required by CCR Title 22,
11 Sections 70747 through 70751, and other records relating to a Client's eligibility for services, the
12 services rendered, the Client to whom the services were rendered, the date(s) of service, the medical
13 necessity of the services, and the quality of the care provided. Records shall be maintained in
14 accordance with CCR Title 22, Section 51476.

15 (d) In addition, Contractor shall comply with any additional record
16 requirements described in the Service Exhibit(s) and shall adequately document the delivery of all
17 services described in this Agreement.

18 (2) Client Records: Contractor shall maintain treatment and other records of all
19 services in accordance with all applicable County, State and Federal requirements on each individual
20 Client which shall include, but not be limited to, Client identification number, MIS Client face sheet,
21 all data elements required by MIS, consent for treatment form, initial evaluation form, treatment
22 plan, progress notes and discharge summary.

23 All such records shall be maintained by Contractor for a minimum period of seven
24 years following discharge of the Client or termination of services (except that the records of
25 unemancipated minors shall be kept at least one year after such minor has reached the age of
26 eighteen years and in any case not less than seven years), or until any litigation, claim, negotiation,
27 County, State and/or Federal audit, and/or other action involving the records, is fully resolved,

1 whichever is later. During such retention period, all such records shall be made available during
2 County's normal business hours to authorized representatives of County, State, and/or Federal
3 governments for purposes of inspection, program review, and/or audit. In the event any records are
4 located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other
5 costs incurred by County for any inspection or audit at such other location.

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

12 The entries in all financial records must be readily traceable to applicable source
13 documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by employee
14 and countersigned by supervisor in ink, subsidiary ledgers and journals, appointment logs, patient
15 ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements
16 of the Federal Health Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15)
17 and other guidelines, standards, and procedures which may be provided by County to Contractor.

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

26 (4) Preservation Of Records: If, following termination of this Agreement,
27 Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within

1 seventy-two hours thereafter, Director of SDMH and Director shall be notified thereof by Contractor
2 in writing of all arrangements made by Contractor for preservation of all the Client, financial, and
3 other records referred in this Paragraph.

4 B. Audits:

5 (1) Contractor shall provide County, State and/or Federal governments, and their
6 authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe,
7 any pertinent transaction, activity, time cards, or any other records or information relating to this
8 Agreement.

9 (2) County, State and/or Federal governments may, in their sole discretion,
10 perform periodic fiscal and/or program review(s) of Contractor's records that relate to this
11 Agreement, and if the results of any fiscal and/or program review requires a corrective plan of
12 action, Contractor shall submit such a plan no later than thirty days after receiving the findings of
13 the fiscal and/or program review.

14 (3) County, State and/or Federal governments may conduct onsite reviews and
15 audits during normal working hours with at least 72-hour notice, except that unannounced onsite
16 reviews and requests for information may be made in those exceptional situations where
17 arrangement of an appointment is not possible or is inappropriate to the nature of the intended visit.

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

24 (5) Federal Access To Records: If, and to the extent that, Section 1861(v)(1)(I)
25 of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor
26 agrees that for a period of five years following the furnishing of services under this Agreement,
27 Contractor shall maintain and make available, upon written request, to the Secretary of the United

1 States Department of Health and Human Services or the Controller General of the United States, or
2 to any of their duly authorized representatives, the contracts, books, documents and records of
3 Contractor which are necessary to verify the nature and extent of the cost of services hereunder.
4 Furthermore, if Contractor carries out any of the services provided hereunder through any
5 subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a twelve
6 month period with a related organization (as that term is defined under Federal law), Contractor
7 agrees that each such subcontract shall provide for such access to the subcontract, books,
8 documents and records of the subcontractor.

9 11. REPORTS:

10 A. Contractor shall make reports as required by Director or by State regarding
11 Contractor's activities and operations as they relate to Contractor's performance of this Agreement.

12 In no event may County require such reports unless it has provided Contractor with at least thirty
13 days' prior written notification. County shall provide Contractor with a written explanation of the
14 procedures for reporting the required information.

15 B. Management Information System (MIS):

16 (1) Contractor shall participate in MIS as required by Director. Contractor shall
17 report to County, all program, Client, staff, and other data and information about Contractor's
18 services, within the specified time periods as required by DMH's Management Information Systems
19 Procedure Manual and Reports Reference Guide and any other County requirements.

20 (2) Notwithstanding any other provision of this Agreement, only those days of
21 service of Acute Psychiatric Inpatient Hospital Services, as set forth on County-approved Treatment
22 Authorization Requests, shall be counted as reimbursable services.

23 (3) After the close of the monthly MIS reporting period, no data and information
24 relating to services for that month may be added without the written approval of Director.

25 (4) There may be good cause reasons that prevent Contractor from entering into
26 MIS all data and information documenting days of service of Acute Psychiatric Inpatient Hospital
27 Services before the close of a particular month. If, after the close of the monthly MIS reporting

1 period, Contractor desires to enter any data and information documenting services for a particular
2 month, then Contractor shall submit a request in writing setting forth the good cause reasons which
3 prevented Contractor from timely entering such particular data and information into MIS. Director
4 may, at her sole discretion, approve in writing Contractor's request to enter the data and information
5 into MIS. Notwithstanding any other provision of this Agreement, the only services which shall be
6 considered legitimate and reimbursable shall be those services as entered by Contractor into MIS.

7 (5) Contractor shall train its staff in the operation, procedures, policies, and all
8 related use, of MIS as required by County.

9 12. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and
10 information, including, but not limited to, claims, County records, patient/client records and
11 information, and MIS records, in accordance with WIC Sections 5328 through 5330, inclusive, and
12 all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals,
13 guidelines, and directives, relating to confidentiality. Contractor shall require all its officers,
14 employees, and agents providing services hereunder to acknowledge, in writing, understanding of,
15 and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify
16 and hold harmless County, its officers, employees, and agents, from and against any and all loss,
17 damage, liability, and expense arising from any disclosure of such records and information by
18 Contractor, its officers, employees, or agents.

19 13. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients' rights
20 provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et
21 seq., and CCR Title 22, including, but not limited to, Section 70707. Contractor shall also comply
22 with all patients' rights policies provided by County. Contractor shall post in a conspicuous place a
23 written policy on patients' rights in accordance with WIC Section 5325 and CCR Title 22, Section
24 70707.

25 SDMHS, County Patients' Rights Advocates and/or other DMH staff designated by Director,
26 and any other authorized agencies shall be given access by Contractor to Clients, Clients records,
27 and Contractor's personnel in order to investigate any complaints by Clients and/or to monitor

1 Contractor's compliance with all applicable statutes, regulations, manuals and policies.

2 14. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

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

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

16 C. Contractor Staff:

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

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

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

1 convicted of any crime involving any harm to elders, dependent adults, or minor children.

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

7 15. NONDISCRIMINATION IN SERVICES:

8 A. Contractor shall not discriminate in the provision of services hereunder because of
9 race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap, in
10 accordance with requirements of Federal and State law. For the purpose of this Paragraph 15,
11 discrimination in the provision of services may include, but is not limited to, the following: denying
12 any person any service or benefit or the availability of a facility; providing any service or benefit to
13 any person which is different, or is provided in a different manner or at a different time, from that
14 provided to others; subjecting any person to segregation or separate treatment in any matter related
15 to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or
16 privilege enjoyed by others receiving any service or benefit; and treating any person differently from
17 others in determining admission, enrollment quota, eligibility, membership, or any other requirement
18 or condition which persons must meet in order to be provided any service or benefit. Contractor
19 shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided
20 services without regard to race, religion, national origin, ancestry, sex, age, marital status, or
21 physical or mental handicap.

22 16. NONDISCRIMINATION IN EMPLOYMENT:

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

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

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

10 D. Contractor shall allow County representatives access to its employment records
11 during regular business hours to verify compliance with the provisions of this Paragraph 16 when so
12 requested by Director.

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

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

25 17. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the
26 Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its
27 officers, employees, and agents, from any and all liability, including, but not limited to, wages,

1 overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage
2 and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for services
3 performed by Contractor's employees for which County may be found jointly or solely liable.

4 18. INDEMNIFICATION AND INSURANCE:

5 A. Indemnification: Contractor shall indemnify, defend and hold harmless County and
6 County Special Districts, and their elected and appointed officers, employees, and agents, from and
7 against any and all liability or expense, including defense costs and legal fees, arising from or
8 connected with claims for damages or workers' compensation benefits relating to Contractor's
9 operations or its services, which result from bodily injury, death, personal injury, or property damage,
10 including physical damage or loss of Contractor's property in the care, custody or control of
11 Contractor.

12 B. Insurance: Without limiting Contractor's indemnification of County and during the
13 term of this Agreement, Contractor shall provide and maintain at its own expense the following
14 programs of insurance. Such programs and evidence of insurance shall be satisfactory to County
15 and shall be primary to and not contributing with any other insurance maintained by County.
16 Certificates or other evidence of coverage shall be delivered to Chief, Contracts Development and
17 Administration Division prior to commencing services under this Agreement, shall specifically identify
18 this Agreement, and shall contain express conditions that County is to be given written notice by
19 registered mail at least thirty days in advance of any modification or termination of insurance.

20 Failure by Contractor to procure and maintain the required insurance shall constitute a
21 material breach of contract upon which County may immediately terminate or suspend this
22 Agreement.

23 (1) Liability: Such insurance shall be endorsed naming the County of Los
24 Angeles as an additional insured and shall include, but not be limited to:

25 (a) General Liability: General liability insurance written on a commercial
26 or comprehensive general liability form covering the hazards of premises/operations, contractual,
27 independent contractors, products/completed operations, broad form property damage, and personal

1 injury with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) per
2 occurrence.

3 i. If written with an annual aggregate limit, the policy limit
4 should be three times the occurrence limit.

5 ii. If written on a Claims Made Form, Contractor shall continue
6 to name the County of Los Angeles as an additional insured or provide an extended two year
7 reporting period commencing upon termination or cancellation of this Agreement.

8 (b) Comprehensive Auto Liability: Comprehensive auto liability insurance
9 endorsed for all Contractor owned, non-owned, and hired vehicles (involved in the provision of
10 services under this Agreement) with a combined single limit of at least ONE MILLION DOLLARS
11 (\$1,000,000) per occurrence.

12 (2) Professional Liability: A program of professional liability insurance covering
13 liability arising from any error, omission, or negligent act of Contractor, its officers, employees,
14 agents, or subcontractors, with a limit of liability of at least ONE MILLION DOLLARS (\$1,000,000)
15 per medical incident per medical malpractice liability, or of not less than TWO MILLION DOLLARS
16 (\$2,000,000) per occurrence for all other types of professional liability.

17 If written on a claims made form, the Contractor shall be required to provide an
18 extended two-year reporting period commencing upon termination or cancellation of this Agreement.

19 (3) Workers' Compensation: A program of workers' compensation insurance in
20 an amount and form to meet all applicable requirements of the Labor Code of the State of California,
21 including Employers Liability with a ONE MILLION DOLLARS (\$1,000,000) limit, covering all persons
22 providing services on behalf of Contractor and all risks to such persons under this Agreement.

23 19. WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or selling
24 agency has been employed or retained to solicit or secure this Agreement upon any agreement or
25 understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide
26 employees or bona fide established commercial or selling agencies maintained by Contractor for the
27 purpose of securing business. For Contractor's breach or violation of this warranty, County may, in

1 its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full
2 amount of such commission, percentage, brokerage, or contingent fee.

3 20. CONFLICT OF INTEREST:

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

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

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

25 22. INDEPENDENT STATUS OF CONTRACTOR:

26 A. This Agreement is by and between County and Contractor and is not intended, and
27 shall not be construed, to create the relationship of agent, servant, employee, partnership, joint

1 venture, or association, as between County and Contractor. The employees and agents of one party
2 shall not be, or be construed to be, the employees or agents of the other party for any purpose
3 whatsoever.

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

9 C. Contractor understands and agrees that all persons performing services pursuant to
10 this Agreement are, for purposes of workers' compensation liability, the sole employees of
11 Contractor and not employees of County. Contractor shall be solely liable and responsible for
12 furnishing any and all workers' compensation benefits to any person as a result of any injuries arising
13 from or connected with any services performed by or on behalf of Contractor pursuant to this
14 Agreement.

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

21 23. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS: Should
22 Contractor require additional or replacement personnel after the effective date of this Contract to
23 perform the services set forth herein, Contractor shall give first consideration for such employment
24 openings to qualified permanent County employees who are targeted for layoff after the effective
25 date of this contract.

26 24. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its
27 rights under this Agreement, or both, either in whole or in part, without the prior written consent of

1 County, and any prohibited delegation or assignment shall be null and void. Any payments by
2 County to any delegatee or assignee on any claim under this Agreement, in consequence of any such
3 consent, shall be subject to set off, recoupment, or other reduction for any claim which Contractor
4 may have against County.

5 25. SUBCONTRACTING:

6 A. No performance of this Agreement, or any portion thereof, shall be subcontracted by
7 Contractor without the prior written consent of County as provided in this Paragraph 25. Any
8 attempt by Contractor to subcontract any performance, obligation, or responsibility under this
9 Agreement, without the prior written consent of County, shall be null and void and shall constitute a
10 material breach of this Agreement. Notwithstanding any other provision of this Agreement, the
11 parties do not in any way intend that any person or entity shall acquire any rights as a third party
12 beneficiary of this Agreement. If Contractor desires to subcontract any portion of its performance,
13 obligations, or responsibilities under this Agreement, Contractor shall make a written request to
14 County, in accordance with the Subcontracting Section of Contract Manual, for County's written
15 approval to enter into the particular subcontract and shall otherwise comply with such
16 Subcontracting Section. County shall review Contractor's request to subcontract and shall
17 determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

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

23 C. Notwithstanding any County consent to any subcontracting, Contractor shall remain
24 fully liable and responsible for any and all performance required of it under this Agreement, and no
25 subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall
26 not be construed to limit in any way any of County's rights or remedies contained in this Agreement.

27 Additionally, County approval of any subcontract shall not be construed in any way to constitute

1 the determination of the allowability or appropriateness of any cost or payment under this
2 Agreement.

3 D. In the event that County consents to any subcontracting, such consent shall apply to
4 each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph
5 25 or a blanket consent to any further subcontracting.

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

8 F. Director is hereby authorized to act for and on behalf of County pursuant to this
9 Paragraph 25, including, but not limited to, consenting to any subcontracting.

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

15 27. COMPLIANCE WITH APPLICABLE LAW:

16 A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules,
17 regulations, manuals, guidelines, and directives applicable to its performance hereunder. Further, all
18 provisions required thereby to be included in this Agreement are hereby incorporated herein by
19 reference.

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

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

1 29. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

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

12 30. TERMINATION FOR INSOLVENCY:

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

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

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

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

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

24 B. The rights and remedies of County provided in this Paragraph 30 shall not be
25 exclusive and are in addition to any other rights and remedies provided by law or under this
26 Agreement.

1 31. TERMINATION FOR DEFAULT:

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

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

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

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

16 C. The rights and remedies of County provided in this Paragraph 31 shall not be
17 exclusive and are in addition to any other rights and remedies provided by law or under this
18 Agreement.

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

27 Contractor shall immediately report any attempt by a Count officer or employee to solicit

1 such improper consideration. The report shall be made either to the County manager charged with
2 the supervision for the employee or to the County Auditor-Controller's Employee Fraud Hotline at
3 (213) 974-0914 or (800) 544-6861.

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

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

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

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

17 36. ENTIRE AGREEMENT: The body of this Agreement; Financial Exhibit(s) _____
18 _____

19 and Service Exhibit(s) A _____, attached
20 hereto and incorporated herein by reference; including any amendments thereto as approved in
21 writing by Director, which are hereby incorporated herein by reference but not attached; and
22 Contractor's Negotiation Package for this Agreement, as approved in writing by Director, including
23 any addenda thereto as approved in writing by Director, which are hereby incorporated herein by
24 reference but not attached; shall constitute the complete and exclusive statement of understanding
25 between the parties which supersedes all previous agreements, written or oral, and all other
26 communications between the parties relating to the subject matter of this Agreement. In the event
27 of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or

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

- 5 1. Financial Exhibit(s) _____
- 6 2. Service Exhibit(s) A _____
- 7 3. Contractor's Negotiation Package.

8 37. WAIVER: No waiver by County of any breach of any provision of this Agreement shall
9 constitute a waiver of any other breach of such provision. Failure of County to enforce at any time,
10 or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
11 The rights and remedies set forth in this Paragraph 37 shall not be exclusive and are in addition to
12 any other rights and remedies provided by law or under this Agreement.

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

24 39. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature
25 distributed by Contractor for the purpose of apprising patients/clients and the general public of the
26 nature of its treatment services, Contractor shall clearly indicate that the services which it provides
27 under this Agreement are funded by the County of Los Angeles.

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

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

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

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

25 44. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that
26 all locations where services are provided under this Agreement are operated at all times in
27 accordance with all County community standards with regard to property maintenance and repair,

1 graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable
2 local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits
3 to Contractors' facility(ies) shall include a review of compliance with this Paragraph 44.

4 45. CONSIDERATION FOR HIRING GAIN PARTICIPANTS: Should Contractor require additional
5 or replacement personnel after the effective date of this Agreement, Contractor shall give
6 consideration for any such employment opening to participants in the County's Department of Public
7 Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum
8 qualifications for the open position. The County will refer GAIN participants by job category to the
9 Contractor.

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

18 47. CHILD SUPPORT COMPLIANCE PROGRAM:

19 A. Contractor's Acknowledgement of County's Commitment to Child Support
20 Enforcement: The Contractor acknowledges that the County places a high priority on the
21 enforcement of child support laws and the apprehensive of child support evaders. The Contractor
22 understands that it is the County's policy to encourage all County Contractors to voluntarily post the
23 County's "LA Most Wanted: Delinquent Parent's" poster in a prominent position at the Contractor's
24 place of business. The County's Child Support Services Department will supply the Contractor with
25 the poster to be used.

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

27 (1) The Contractor acknowledges that the County has established a goal of

1 ensuring that all individuals who benefit financially from the County through
2 Purchase Order or Agreement are in compliance with their court-ordered
3 child, family and spousal support obligations in order to mitigate the
4 economic burden otherwise imposed upon the County and its taxpayers.

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

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

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

24 50. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in
25 the Ordinance are effective for this contract, except to the extent applicable State and/or Federal
26 laws are inconsistent with the terms of the Ordinance.

27 A. A responsible Contractor is a Contractor who has demonstrated the attribute of

1 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
2 perform the contract. It is the County's policy to conduct business only with
3 responsible contractors.

4 B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the
5 County Code, if the County acquires information concerning the performance of the
6 Contractor on this or other contracts which indicates that the Contractor is not
7 responsible, the County may, in addition to other remedies provided in the contract,
8 debar the Contractor from bidding on County contracts for a specified period of time
9 not to exceed 3 years, and terminate any or all existing contracts the Contractor may
10 have with the County.

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

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

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

1 appropriate length of time of the debarment. If the Contractor fails to avail itself of
2 the opportunity to submit evidence to the Contractor Hearing Board, the Contractor
3 may be deemed to have waived all rights of appeal.

4 F. A record of the hearing, the proposed decision and any other recommendation of the
5 Contractor Hearing Board shall be presented to the Board of Supervisors. The Board
6 of Supervisors shall have the right to modify, deny or adopt the proposed decision
7 and recommendation of the Hearing Board.

8 G. These terms shall also apply to subcontractors/subconsultants of County
9 Contractors.

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

11 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded
12 from providing services under any health care program funded by the Federal government, directly or
13 indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days
14 in writing of: (1) any event that would require contractor or a staff member's mandatory exclusion
15 from participation in a Federally funded health care program; and (2) any exclusionary action taken
16 by any agency of the Federal government against Contractor or one or more staff members barring it
17 or the staff members from participation in a Federally funded health care program, whether such bar
18 is direct or indirect, or whether such bar is in whole or part. Contractor shall indemnify and hold
19 County harmless against any and all loss or damage County may suffer arising from any Federal
20 exclusion of Contractor or its staff members from such participation in a Federally funded health care
21 program.

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

24 52. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

25 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of
26 1996 and its implementing regulations ('HIPAA'). Contractor understands and agrees that it is a
27 'Covered Entity' under HIPAA and, as such, has obligations with respect to the confidentiality,

1 privacy and security of patients' medical information, and must take certain steps to preserve the
2 confidentiality of this information, both internally and externally, including the training of its staff and
3 the establishment of proper procedures for the release of such information, and the use of
4 appropriate consents and authorizations specified under HIPAA.

5 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that
6 such obligations relate to Transactions and Code Sets, Privacy, and Security. Contractor understands
7 and agrees that it is separately and independently responsible for compliance with HIPAA in all these
8 areas and that County has not undertaken any responsibility for compliance on Contractor's behalf.
9 Contractor has not relied, and will not in any way rely, on County for legal advice or other
10 representations with respect to Contractor's obligations under HIPAA, but will independently seek its
11 own counsel and take the necessary measures to comply with the law and its implementing
12 regulations.

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

18 53. COMPLIANCE WITH JURY SERVICE PROGRAM:

19 A. Jury Service Program: This Agreement is subject to the provisions of the County's
20 ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections
21 2.203.010 through 2.203.090 of the Los Angeles County Code.

22 B. Written Employee Jury Service Policy:

- 23 (1) Unless Contractor has demonstrated to the County's satisfaction either that
24 Contractor is not a "Contractor" as defined under the Jury Service Program
25 (Section 2.203.020 of the County Code) or that Contractor qualifies for an
26 exception to the Jury Service Program (Section 2.203.070 of the County
27 Code), Contractor shall have and adhere to a written policy that provides that

1 its Employees shall receive from the Contractor, on an annual basis, no less
2 than five days of regular pay for actual jury service. The policy may provide
3 that Employees deposit any fees received for such jury service with the
4 Contractor or that the Contractor deduct from the Employee's regular pay the
5 fees received for jury service.

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

22 (3) If Contractor is not required to comply with the Jury Service Program when the
23 Agreement commences, Contractor shall have a continuing obligation to review
24 the applicability of its "exception status" from the Jury Service Program, and
25 Contractor shall immediately notify County if Contractor at any time either
26 comes within the Jury Service Program's definition of "Contractor" or if
27 Contractor no longer qualifies for an exception to the Program. In either event,

1 Contractor shall immediately implement a written policy consistent with the
2 Jury Service Program. The County may also require, at any time during the
3 Agreement and at its sole discretion, that Contractor demonstrate to the
4 County's satisfaction that Contractor either continues to remain outside of the
5 Jury Service Program's definition of "Contractor" and/or that Contractor
6 continues to qualify for an exception to the Program.

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

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

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

27 56. NOTICES: All notices or demands required or permitted to be given under this

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

8 To Contractor: _____
9 _____
10 _____

11 Attention: _____

13 To County: Department of Mental Health
14 Contracts Development and
15 Administration Division
16 550 South Vermont Ave., 5th Floor
17 Los Angeles, CA 90020

18 Attention: _____

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

5
6
7 COUNTY OF LOS ANGELES
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9

10 By _____
11 MARVIN J.SOUTHARD,D.S.W.
12 Director of Mental Health
13

14
15
16 _____
17 CONTRACTOR
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19
20 By _____
21 Name _____
22 Title _____
23 (AFFIX CORPORATE SEAL HERE)
24
25
26

27 APPROVED AS TO FORM
28 BY THE OFFICE OF THE COUNTY COUNSEL
29

30 LLOYD W. PELLMAN
31 County Counsel
32

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34 APPROVED AS TO CONTRACT
35 ADMINISTRATION:

36 DEPARTMENT OF MENTAL HEALTH
37

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39 By _____
40 Chief, Contracts Development and
41 Administration Division
42
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47 Agreement:Acute.Inp Revised (4-23-03)

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

6 ATTEST:

COUNTY OF LOS ANGELES

7 JOANNE STURGES, Executive
8 Officer-Board of Supervisors
9 of the County of Los Angeles

By _____
Mayor, Board of Supervisors

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13 By _____
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17 APPROVED AS TO FORM:

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19 LLOYD W. PELLMAN
20 County Counsel

CONTRACTOR

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24 By _____
25 Principal Deputy County Counsel
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By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

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31 APPROVED AS TO CONTRACT
32 ADMINISTRATION:

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34 DEPARTMENT OF MENTAL HEALTH
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38 By _____
39 Chief, Contacts Development and
40 Administration Division
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SERVICE EXHIBIT A

PSYCHIATRIC INPATIENT HOSPITAL SERVICES

(MODE OF SERVICE 05)

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6 1. GENERAL: Psychiatric Inpatient Hospital Services include Acute Psychiatric Inpatient
7 Hospital Services and Administrative Day Services. Each Contractor facility that renders Psychiatric
8 Inpatient Hospital Services shall: (1) be either a licensed acute psychiatric hospital or a distinct
9 acute psychiatric part of a licensed general acute care hospital, (2) be secure, (3) meet all CCR Titles
10 9 and 22 staffing standards for inpatient services, (4) provide a twenty-four hour psychiatric
11 treatment program and (5) be designated by County as a facility to hold patients under WIC Section
12 5150.

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

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

24 2. SERVICE LOCATION(S):

25 Except as authorized by County pursuant to Paragraph 25 (SUBCONTRACTING), Contractor
26 shall provide all Psychiatric Inpatient Hospital Services under this Agreement only at the following
27 Contractor facility(ies): _____

1 Contractor shall obtain the prior written consent of Director at least seventy days before terminating
2 services at any such location(s) and/or before commencing such services at any other location(s).

3 3. PERSONS TO BE SERVED:

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

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

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

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

1 6. NOTIFICATION OF DEATH: Contractor shall immediately notify Director upon becoming
2 aware of the death of any Beneficiary provided services hereunder. Notice shall be made by
3 Contractor immediately by telephone and in writing upon learning of such a death. The verbal and
4 written notice shall include the name of the deceased, the deceased's MIS identification number, the
5 date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff
6 with knowledge of the circumstances.

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

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

22 9. PROGBAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES:
23 Contractor shall provide Acute Psychiatric Inpatient Hospital Services to Beneficiaries in accordance
24 with Contractor's Negotiation Package and any addenda thereto, as approved in writing by the
25 Director, for the term of this Agreement.

26 Acute Psychiatric Inpatient Hospital Services consist of twenty-four hour intensive service in
27 a facility, which is a licensed acute psychiatric hospital or a distinct acute psychiatric part of a

1 licensed general acute care hospital, that provides psychiatric treatment with the specific intent to
2 ameliorate the symptoms of danger to self, others, or the inability to provide for food, clothing and
3 shelter due to a mental disability as determined by qualified mental health professional staff of the
4 facility. Twenty-four hour psychiatric care may be necessary to relieve recent and serious
5 dysfunction in social, occupational or family relations where a less secure environment may lead to a
6 deterioration in dysfunction and in turn lead to symptoms of danger to self, others, or grave disability
7 due to a mental disability as determined by qualified mental health professional staff of the facility.
8 Grave disability is defined as the inability to provide for food, clothing, shelter or access to other
9 resources without which the Beneficiary is in grave danger to self.

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

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

- 1 M. Nursing services;
- 2 N. Recreational therapy services;
- 3 O. Occupational therapy services;
- 4 P. Electroconvulsive therapy services when appropriate in accordance with WIC Section
5 5326.7 *et seq.*;
- 6 Q. Recommendation for further treatment, conservatorship, or referral to other existing
7 programs, as appropriate (i.e., day care, outpatient, etc.), relative to Beneficiary
8 needs;
- 9 R. Prior to discharge of any Beneficiary, preparation and transmittal of a written
10 aftercare plan in accordance with California Health and Safety Code Section 1284
11 and WIC Section 5622. Each aftercare plan shall be submitted to Director at the
12 time of discharge of the Beneficiary; and
- 13 S. Maintain daily attendance log for each day of service provided hereunder.

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

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

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	White Memorial Medical Center (Indigent Beds)	NP								

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

***NOTE:** Non-Profit firms and governmental institutions are not owned; hence, the data on percentage of ownership in firm by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.

CONTRACT RENEWALS FOR FY 2003-2004, 2004-2005 and 2005-2006

CONSULTANT SERVICES AGREEMENTS

Item No.	CONTRACTOR LEGAL ENTITY (LE) No.	SUP. DIST. (Sites)	Present Contract No.	Type of Service Exhibit	Agreement Term	Fiscal Year		
						FY 2003-2004	FY 2004-2005	FY 2005-2006
1	California Institute for Mental Health (CIMH) 2030 J Street Sacramento, CA 95814 Sandra Goodwin, Ph.D. Executive Director	CW	DMH-01073-1	N/A	3 yrs.	\$ 20,000	\$ 20,000	\$ 20,000
2	Mental Health Association in Los Angeles County 1336 Wilshire Blvd. Los Angeles, CA 90017 Richard Van Horn Executive Director	1	#73490	N/A	3 yrs.	\$ 340,000	\$ 340,000	\$ 340,000
3								
4								
5								

TOTAL: \$ 360,000 \$ 360,000 \$ 360,000

CONTRACT NO. _____

CONSULTING SERVICES AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES
AND
CALIFORNIA INSTITUTE FOR MENTAL HEALTH

THIS AGREEMENT for Consulting Services (hereafter "Agreement") is made and entered into this _____ day of _____, 2003, by and between California Institute for Mental Health (CIMH) (hereafter "Consultant") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "County").

RECITALS

WHEREAS, the County has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a Consultant to the County for training and technical assistance for children's mental health services; and

WHEREAS, Consultant is specifically trained and possesses the skills, experience, education and competency to provide the training and technical assistance for children's mental health services; and

WHEREAS, the County desires to engage Consultant for such special services upon the terms provided in this Agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for such special services, including those contemplated herein; and

WHEREAS, the services are of an extraordinary professional and technical

nature and the services are of a temporary nature.

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

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

1. Exhibit A- Statement of Work
2. Exhibit B- Fee Schedule
3. Exhibit C- Consultant Acknowledgement and Confidentiality Agreement
4. Exhibit D- Consultant Employee Acknowledgement and Confidentiality Agreement

2.0 SERVICES PROVIDED: Consultant shall provide services to County as set forth in Exhibit A (Statement of Work) which is attached hereto and incorporated by reference as though fully set forth herein.

3.0 TERM OF AGREEMENT: The period of this Agreement shall commence on July 1, 2003 and shall continue in full force and effect through June 30, 2006.

4.0 COMPENSATION:

- 4.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A, Consultant shall be paid in accordance with the Fee Schedule established in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum of SIXTY-THOUSAND DOLLARS (\$60,000) for Fiscal Years 2003-2004, 2004-2005 and 2005-2006. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A. To request payment, Consultant shall present to County's Project Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Project Manager or his/her designated representative.
- 4.2 The Maximum Contract Amount for this Agreement shall not exceed SIXTY THOUSAND DOLLARS (\$60,000) for Fiscal Years 2003-2004, 2004-2005 and 2005-2006. In no event shall County pay Consultant more than this Maximum Contract Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Project Manager or his/her designated representative.

Consultant shall submit invoices to:

County of Los Angeles
Department of Mental Health
Children's Systems of Care
550 South Vermont Avenue
Los Angeles, CA 90020
ATTN: Mental Health Analyst III

5.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

5.1 County's Project Manager:

5.1.1 Consultant shall report to County's Project Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by Consultant, and final acceptance of all documentation and work.

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

5.2 Consultant's Project Manager: Consultant's Project Manager shall be

responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of Consultant's resources, submission of invoices, and resolution of any questions/disputes. Consultant's Project Manager shall be: Sandra Goodwin, Ph.D., Executive Director.

6.0 WARRANTY: Consultant represents and warrants that all work, deliverables, and other services provided to County shall be of professional quality, will be provided as required by this Agreement, and will be free from any material defects, errors, or omissions.

7.0 INDEMNIFICATION AND INSURANCE:

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

7.2 General Insurance Requirements: Without limiting Consultant's indemnification of County and during the term of this Agreement, Consultant shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs

maintained by County, and such coverage shall be provided and maintained at Consultant's own expense.

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

Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverage's required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.
- (e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Consultant to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Consultant to provide a bond guaranteeing payment of all such retained losses

and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.
- 3) Failure to Maintain Coverage: Failure by Consultant to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance.
- 4) Notification of Incidents, Claims or Suits: Consultant shall report to County:
 - (a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against

Consultant and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Consultant arising from or related to services performed by Consultant under this Agreement.

(c) Any injury to a Consultant employee, which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to the County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Consultant under terms of this Agreement.

5) Compensation for County Costs: In the event that Consultant fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Consultant shall pay full compensation for all costs incurred by County.

6) Insurance Coverage Requirements for Subcontractors: Consultant shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Consultant providing evidence of insurance covering the activities of sub-contractors, or

(b) Consultant providing evidence submitted by sub-

contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

(c) Insurance Coverage Requirements:

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

General Aggregate: Two Million Dollars (\$2,000,000)

Products/Completed Operations Aggregate: One Million Dollars (\$1,000,000)

Personal and Advertising Injury: One Million Dollars (\$1,000,000)

Each Occurrence: One Million Dollars (\$1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include for all "owned", "hired" and "non-owned" vehicles, or coverage for any "auto".

3) Workers' Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Consultant is responsible. If

Consultant's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Consultant is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: One Million Dollars (\$1,000,000)

Disease-Policy Limit: One Million Dollars (\$1,000,000)

Disease-each Employee: One Million Dollars (\$1,000,000)

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

8.0 CONSULTANT ACKNOWLEDGEMENTS AND CONFIDENTIALITY AGREEMENT:

Consultant shall provide to County an executed Consultant Acknowledgement and Confidentiality Agreement (Exhibit C) prior to performing work under this Agreement. Such Agreement shall be delivered to *Department of Mental Health, 550 South Vermont Avenue, Contracts Development and*

Administration Division, 5th Floor, Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the Consultant first performs work under this Agreement.

9.0 CONSULTANT EMPLOYEE ACKNOWLEDGEMENTS AND CONFIDENTIALITY

AGREEMENT: Consultant shall maintain on file an executed Consultant Employee Acknowledgement and Confidentiality Agreement (Exhibit D) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained 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.

10.0 TITLE TO PROPERTY:

10.1 County and Consultant agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the Consultant pursuant to performance under this Agreement, are the sole property of the Consultant.

10.2 County and Consultant agree that all data, including enhancements and modifications of the data, generated during the course of this agreement shall remain the sole property of the County.

10.3 Consultant further agrees that any documentation or technical materials provided by County or generated by County or Consultant during the course of Consultant's performance pursuant to this Agreement shall

not be reproduced or disclosed without the prior written consent of County's Project Manager.

11.0 TERMINATION OF AGREEMENT:

11.1 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 work hereunder shall be effected by notice of termination to Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than five (5) business days after the notice is sent. Such termination shall be without liability to County other than payment for work already rendered up to the date of termination. County shall pay Consultant the reasonable value for such work not to exceed the maximum sum due under this Agreement.

11.2 After receipt of a notice of termination and except as otherwise directed by County, Consultant shall:

11.2.1 Stop work under this Agreement on the date and to the extent specified in such notice;

11.2.2 Transfer title and deliver to County all completed work and work in process; and

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

11.3 Notwithstanding any other provision of this Agreement, the failure of Consultant to comply with the terms of this Agreement or any

directions by or on behalf of County issued pursuant thereto, may constitute a material breach hereof, thereby justifying immediate termination or suspension of this Agreement.

11.3.1 Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement and, for a period of four (4) years after termination or final settlement under this Agreement.

11.3.2 Consultant shall make available to County, all of its books, records, documents or other evidence bearing on the costs and expenses of Consultant under this Agreement with respect to Consultant's work hereunder. All such material shall be maintained by Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Consultant shall pay County for travel, per diem, and other cost incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

12.0 LIMITATION OF COUNTY'S OBLIGATION TO NON-APPROPRIATION OF FUNDS:

12.1 Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant'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

this Agreement. If County's Board of Supervisors fails to appropriate funds for this Agreement then this Agreement shall terminate as of June 30 of the last year for which funds were appropriated.

12.2 In the event that County 's Board of Supervisors adopts a budget policy for any fiscal year which requires reductions in permissible payments hereunder, or cancellation of County contracts, this Agreement shall be subject to such policy.

12.3 In the event of the imposition of such budgetary constraints, Consultant agrees to limit its performance, and its corresponding requirements for compensation, to work remaining under this Agreement as determined by County's Project Manager.

13.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: This is a personal services agreement and Consultant shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of County. Any unapproved assignment or delegation shall be null and void.

14.0 SUBCONTRACTING: No performance of this Agreement or any portion thereof may be subcontracted by Consultant without the express written consent of County, and any other subcontract shall be null and void and shall constitute a breach of the terms of this Agreement.

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

the Agreement.

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

17.0 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Consultant 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.

18.0 CONFLICT OF INTEREST:

18.1 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 Consultant economic dependent of such employee, shall be employed in any capacity by or have any direct or indirect financial interest in this Agreement. No officer or employee of Consultant 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.

18.2 Consultant 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. Consultant warrants that it is not now aware of any facts which create a conflict of interest. If Consultant hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

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

20.0 MODIFICATION AND CHANGE NOTICES:

20.1 For any change which affects the scope of work, period of performance, payments, or any term or condition included in this Agreement, a negotiated written Modification to this Agreement shall be prepared and executed by County's Project Manager and Consultant.

20.2 For any change which does not affect the scope of work, period of performance, payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the County's Project Manager and Consultant.

21.0 INDEPENDENT CONTRACTOR STATUS: It is understood and agreed, and it is

the intention of the parties hereto, that Consultant is an independent contractor and not the employee, agent, joint venture, or partner of County for any purpose whatsoever. Consultant shall be solely liable and responsible for the payment of any and all Federal, State or local taxes which may be or become due as a result of Consultant's engagement under this Agreement.

22.0 COUNTY LOBBYISTS: Consultant, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Consultant, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant 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.

23.0 ANTI-DISCRIMINATION:

23.1 Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries or holding companies, are and will be treated equally by Consultant without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. Consultant certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Consultant shall allow County access to its employment records during regular business hours to verify compliance with these provisions when so requested by County. If County finds

that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by County of such violation.

23.2 Consultant and County agree that in the event of a violation by Consultant of the antidiscrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Two Thousand Dollars (\$2,000.00) pursuant to California Civil Code Section 1671 as damages in lieu of canceling, terminating, or suspending this Agreement.

24.0 PROJECT PERSONNEL ARE AGENTS OF CONSULTANT: Consultant represents and warrants that all individuals performing work under this Agreement including, but not limited to, the individuals listed in Exhibit B hereto, and their agents and subcontractors, are fully authorized agents of Consultant for all purposes of this Agreement, and have actual and full authority to perform all activity and work related to this Agreement on behalf of Consultant.

25.0 TERMINATION FOR IMPROPER CONSIDERATION:

25.1 County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, 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 determination with respect to Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

25.2 Consultant 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 (213) 974-0914 or (800) 544-6861.

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

26.0 TERMINATION FOR DEFAULT:

26.1 County may, by written notice of default to Consultant, terminate this Agreement immediately in any one of the following circumstances:

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

26.1.2 If, as determined in the sole judgment of County, Consultant 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.

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

26.3 The rights and remedies of County provided in this Paragraph 26.3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

27.0 TERMINATION FOR CONVENIENCE:

27.1 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.

27.2 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.

28.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST:

Should Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Consultant 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.

29.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT:

Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Consultant's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Consultant.

30.0 CHILD SUPPORT COMPLIANCE PROGRAM:

30.1 Consultant's Acknowledgement of County's Commitment to Child Support Enforcement: The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the

apprehensive of child support evaders. The Consultant understands that it is the County's policy to encourage all Consultants to voluntarily post the County's "LA's Most Wanted: Delinquent Parent's" poster in a prominent position at the Consultant's place of business. The County's Child Support Services Department will supply the Consultant with the poster to be used.

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

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

30.2.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required 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 or Spousal Support District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

32.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Consultant 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.

33.0 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 Consultant agrees to use recycled-content paper to the maximum extent possible on the Project.

34.0 CONSULTANT RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the Ordinance are effective for this contract, except

to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

34.1 A responsible Consultant is a Consultant 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.

34.2 The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the contract, debar the Consultant from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the County.

34.3 The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County or any other public entity, 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.

- 34.4 If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 34.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Consultant may be deemed to have waived all rights of appeal.
- 34.6 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.
- 34.7 These terms shall also apply to subcontractors/subconsultants of County Consultants.

35.0 CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

35.1 Consultant 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 Consultant will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Consultant 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 Consultant 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. Consultant shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Consultant or its staff members from such participation in a Federally funded health care program.

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

36.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

36.1 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.

36.2 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 as 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 the 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 demonstrates 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.

37.0 COMPLIANCE WITH APPLICABLE LAW:

- A. Consultant 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. Consultant 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 Consultant, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.
- C. Consultant 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.

38.0 CONSULTANT'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Consultant (also Business Associate) provides services to County (also 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, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy 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 "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).

1.3 "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 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.

1.4 "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.

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

1.6 "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.

1.7 Terms used, but not otherwise defined, in this Paragraph ___ shall have the same meaning as those terms in the Privacy 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

warrants that it 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.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Department of Mental Health's Chief Deputy Director, telephone number (213) 738-4108 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, 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 to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
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.

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 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. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both. 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 COUNTY

3.1 Obligation of County. 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 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 Agreement and cure is not possible; or

(c) If neither termination nor cure are 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 ___ 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 ___.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph ___ is contrary to another provision of this Agreement, the provision of this Paragraph ___ shall control. Otherwise, this Paragraph ___ shall be construed under, and in accordance with, the terms of this Agreement.

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

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

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

39.0 NOTICE 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 C of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes

40.0 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

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.

41.0 NOTICES:

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

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If to COUNTY:

County of Los Angeles

Department of Mental Health

Adult Systems of Care

550 S. Vermont Avenue

Los Angeles, California 90020

ATTN: _____

If to CONSULTANT:

California Institute for Mental Health

2030 J Street

Sacramento, CA 95814

ATTN: Sandra Goodwin, Ph.D.

Executive Director

/

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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, 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

California Institute for Mental Health
CONTRACTOR

By _____
Name Sandra Goodwin, Ph.D.
Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

1 CONTRACTOR:

2
3 Mental Health Association in Los Angeles County

4 Contract Number

5
6 Business Address:

7
8 1336 Wilshire Boulevard

9
10 Los Angeles, CA 90017

11
12 Supervisorial District(s) 2

13
14 CONSULTANT SERVICES AGREEMENT

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**AGREEMENT FOR
CONSULTANT SERVICES**

This AGREEMENT for Consultant Services (hereafter "Agreement") is made and entered into this _____ day _____, 2003, by and between **MENTAL HEALTH ASSOCIATION IN LOS ANGELES COUNTY (MHA)** with offices at **1336 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA, 90017** (hereafter "CONSULTANT") and the County of Los Angeles, on behalf of its Department of Mental Health (DMH), with offices at 550 South Vermont Avenue, Los Angeles, California 90020 (hereafter the "COUNTY").

RECITALS

WHEREAS, the COUNTY has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a CONSULTANT to the COUNTY for the provision of a **data collection system, ongoing technical support and data analysis for agencies participating in the Assembly Bill 2034 (AB 2034) State Demonstration Program**; and

WHEREAS, CONSULTANT is specifically trained and possesses the skills, experience, education and competency for the provision of collecting and evaluating outcome data for programs participating in the AB 2034 State Demonstration Program; and

WHEREAS, the COUNTY desires to engage CONSULTANT for such special services upon the terms provided in this Agreement; and

WHEREAS, the COUNTY is authorized by Government Code Section 31000 to contract for such special services, including those contemplated herein; and

WHEREAS, the services are of an extraordinary professional and technical nature and the services are of a temporary nature.

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

1.0 APPLICABLE DOCUMENTS:

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

1. Exhibit A Statement of Work
2. Exhibit B Fee Schedule
3. Exhibit C CONSULTANT Acknowledgement and Confidentiality Agreement
4. Exhibit D CONSULTANT Employee Acknowledgement and Confidentiality Agreement

2.0 SERVICES PROVIDED:

CONSULTANT shall provide services to COUNTY as set forth in Exhibit A (Statement of Work) which is attached hereto and incorporated by reference as though fully set forth herein.

3.0 TERM OF AGREEMENT:

The period of this Agreement shall commence on **Board Approval** and shall continue in full force and effect through **June 30, 2006**.

4.0 COMPENSATION:

In consideration of the performance by CONSULTANT in a manner satisfactory to COUNTY of the services as described in Exhibit A, CONSULTANT shall be paid in accordance with the Fee Schedule set out in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum of _____ Dollars (\$ _____) for Fiscal Year 2003-2004 and _____ Dollars (\$ _____) for Fiscal Year 2004-2005 and _____ Dollars (\$ _____) for Fiscal Year 2005-2006.

Notwithstanding such limitation of funds, CONSULTANT agrees to satisfactorily complete all work specified in Exhibit A. To request payment, CONSULTANT shall present to COUNTY's Project Manager monthly invoices to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to COUNTY's Project Manager or his/her designated representative. Payment to CONSULTANT shall be only upon written approval of the invoice and report by COUNTY's Project Manager or his/her designated representative. CONSULTANT shall submit invoices to:

**County of Los Angeles Department of Mental Health
Adult Systems of Care
550 South Vermont Avenue
Los Angeles, CA 90020**

**Attn: Maria Funk, Ph.D.
Project Manager**

5.0 COUNTY'S QUALITY ASSURANCE PLAN:

The COUNTY or its agent will evaluate CONSULTANT's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONSULTANT's compliance with all contract terms and performance standards. CONSULTANT 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 CONSULTANT. 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.

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 COUNTY's Project Manager:

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

Upon advance approval of the COUNTY Project Manager, COUNTY may provide CONSULTANT with reasonable use of certain COUNTY resources, such as reasonable clerical support and use of COUNTY facilities, as determined by the COUNTY Project Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of COUNTY resources by CONSULTANT shall not relieve CONSULTANT of its responsibility to provide services and complete

all work under this Agreement in a manner satisfactory to COUNTY, and shall not affect CONSULTANT's status as an independent contractor. COUNTY's Project Manager shall be: Maria Funk, Ph.D.

6.2 CONSULTANT's Project Manager:

CONSULTANT's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of CONSULTANT's resources, submission of invoices, and resolution of any questions/disputes. CONSULTANT's Project Manager shall be: David Pilon, Ph.D.

7.0 WARRANTY:

CONSULTANT represents and warrants that all work, deliverables, and other services provided to COUNTY shall be of professional quality, will be provided as required by this Agreement, and will be free from any material defects, errors, or omissions.

8.0 INDEMNIFICATION AND INSURANCE:

8.1 Indemnification:

CONSULTANT agrees to indemnify, defend, and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to CONSULTANT's operations or its services, which result from bodily injury, death, personal injury, or property damage, including damage to CONSULTANT's property or property in the care, custody, or

control of CONSULTANT, arising from or connected with CONSULTANT's operations or services hereunder.

8.2 Insurance:

Without limiting CONSULTANT's indemnification of COUNTY and during the term of this Agreement, CONSULTANT shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to COUNTY and shall be primary to and not contributing with any other insurance maintained by COUNTY. Certificate(s) or other evidence of coverage shall be delivered to Chief, Contracts Development and Administration Division, Department of Mental Health, 550 South Vermont, Los Angeles, CA 90020 prior to commencing services under this Agreement, shall specifically identify this Agreement and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONSULTANT to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

8.3 Liability:

Such insurance shall be endorsed naming the County of Los Angeles— Department of Mental Health as an additional insured and shall include:

- A. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors,

advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than ONE MILLION Dollars (\$1,000,000) per occurrence.

If written with an annual aggregate limit, the policy limit shall be three times the above required occurrence limit.

If written on a claim made form, CONSULTANT shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

B. Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than ONE MILLION Dollars (\$1,000,000) per occurrence.

8.4 Professional Liability:

(ERRORS & OMISSIONS) Insurance covering professional services which includes any service requiring State licensing as a professional or requiring in-depth, specialized knowledge not available to a member of the general public such as physicians, psychologists, drug counselors, attorneys, accountants, computer programmers, architects, engineers and surveyors with a limit of ONE MILLION DOLLARS (\$1,000,000) per occurrence, THREE MILLION DOLLARS (\$3,000,000) aggregate with no exclusions. The policy should be on a claims made form and shall be required to provide an extended two-year reporting period commencing upon termination of said Agreement. (Limits required for obstetricians, gynecologists, and surgeons should be a least TWO MILLION DOLLARS (\$2,000,000) per occurrence, THREE MILLION DOLLARS (\$3,000,000) aggregate.)

8.5 Worker's Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the CONSULTANT is legally required to cover.

9.0 CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:

CONSULTANT shall provide to COUNTY an executed CONSULTANT Acknowledgement and Confidentiality Agreement (Exhibit C) prior to performing work under this Agreement. Such Agreement shall be delivered to **Department of Mental Health, 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 CONSULTANT first performs work under this Agreement.

10.0 CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:

CONSULTANT shall maintain on file an executed CONSULTANT Employee Acknowledgement and Confidentiality Agreement (Exhibit D) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained 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.

11.0 TITLE TO PROPERTY:

COUNTY and CONSULTANT agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the CONSULTANT pursuant to performance under this Agreement, are the sole property of the CONSULTANT.

COUNTY and CONSULTANT agree that all data, including enhancements and modifications of the data, generated during the course of this agreement shall remain the sole property of the COUNTY.

CONSULTANT further agrees that any documentation or technical materials provided by COUNTY or generated by COUNTY or CONSULTANT during the course of CONSULTANT's performance pursuant to this Agreement shall not be reproduced or disclosed without the prior written consent of COUNTY's Project Manager.

12.0 TERMINATION OF AGREEMENT:

12.1 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 work hereunder shall be effected by notice of termination to CONSULTANT specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than five (5) business days after the notice is sent. Such termination shall be without liability to COUNTY other than payment for work already rendered up to the date of termination. COUNTY shall pay CONSULTANT the reasonable value for such work not to exceed the maximum sum due under this Agreement.

12.2 After receipt of a notice of termination and except as otherwise directed

by COUNTY, CONSULTANT shall:

A. Stop work under this Agreement on the date and to the extent specified in such notice;

B. Transfer title and deliver to COUNTY all completed work and work in process; and

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

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

CONSULTANT shall maintain accurate and complete financial records of its activities and operations relating to this Agreement and, for a period of five (5) years after termination or final settlement under this Agreement, CONSULTANT shall make available to COUNTY, of all its books, records, documents or other evidence bearing on the costs and expenses of CONSULTANT under this Agreement with respect to CONSULTANT's work hereunder. All such material shall be maintained by CONSULTANT at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONSULTANT shall pay COUNTY for travel, per diem, and other cost incurred by COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location.

/

13.0 LIMITATION OF COUNTY'S OBLIGATION TO NON-APPROPRIATION OF FUNDS:

13.1 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONSULTANT'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 this Agreement. If County's Board of Supervisors fails to appropriate funds for this Agreement, then this Agreement shall terminate as of June 30 of the last year for which funds were appropriated.

13.2 In the event that COUNTY's Board of Supervisors adopts a budget policy for any fiscal year which requires reductions in permissible payments hereunder, or cancellation of COUNTY contracts, this Agreement shall be subject to such policy.

13.3 In the event of the imposition of such budgetary constraints, CONSULTANT agrees to limit its performance, and its corresponding requirements for compensation, to work remaining under this Agreement as determined by COUNTY's Project Manager.

14.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

This is a personal services agreement and CONSULTANT shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of COUNTY. Any unapproved assignment or delegation shall be null and void.

15.0 SUBCONTRACTING:

No performance of this Agreement or any portion thereof may be subcontracted by CONSULTANT without the express written consent of COUNTY, and any other subcontract shall be null and void and shall constitute a breach of the terms of this Agreement.

16.0 CAPTIONS AND PARAGRAPH HEADINGS:

Captions and paragraph headings used throughout this Agreement, including all exhibits, are for convenience only and are not a part of the Agreement and shall not be used in constructing the Agreement.

17.0 WAIVER:

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

18.0 GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONSULTANT 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.

19.0 CONFLICT OF INTEREST:

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 CONSULTANT economic dependent of such employee, shall be employed in any capacity by or have any direct or indirect financial interest in this Agreement. No officer or employee of CONSULTANT 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.

CONSULTANT 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. CONSULTANT warrants that it is not now aware of any facts which create a conflict of interest. If CONSULTANT 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.

20.0 COMPLETE AGREEMENT:

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

21.0 MODIFICATION AND CHANGE NOTICES:

21.1 For any change which affects the scope of work, period of performance, payments, or any term or condition included in this Agreement, a negotiated written Modification to this Agreement shall be prepared and executed by COUNTY's Project

Manager and CONSULTANT.

21.2 For any change which does not affect the scope of work, period of performance, payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the COUNTY's Project Manager and CONSULTANT.

22.0 INDEPENDENT CONTRACTOR STATUS:

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

23.0 COUNTY LOBBYIST:

CONSULTANT, and each County lobbyist or County lobbying firm as defined in COUNTY Code Section 2.160.010 retained by CONSULTANT, shall fully comply with COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of CONSULTANT or any County lobbyist or County lobbying firm retained by CONSULTANT 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.

24.0 ANTI-DISCRIMINATION:

CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries or holding companies, are and will be

treated equally by CONSULTANT without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. CONSULTANT certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. CONSULTANT shall allow COUNTY access to its employment records during regular business hours to verify compliance with these provisions when so requested by COUNTY. If COUNTY finds that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by COUNTY of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by COUNTY of such violation. CONSULTANT and COUNTY agree that in the event of a violation by CONSULTANT of the antidiscrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of Two Thousand Dollars (\$2,000.00) pursuant to California Civil Code Section 1671 as damages in lieu of canceling, terminating, or suspending this Agreement.

25.0 PROJECT PERSONNEL ARE AGENTS OF CONSULTANT:

CONSULTANT represents and warrants that all individuals performing work under this Agreement including, but not limited to, the individuals listed in Exhibit B-1 hereto, and their agents and subcontractors, are fully authorized agents of CONSULTANT for all purposes of this Agreement, and have actual and full authority to perform all activity and work related to this Agreement on behalf of CONSULTANT.

26.0 TERMINATION FOR IMPROPER CONSIDERATION:

COUNTY may, by written notice to CONSULTANT, immediately terminate the right of CONSULTANT to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONSULTANT, 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 determination with respect to CONSULTANT's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONSULTANT as it could pursue in the event of default by CONSULTANT.

CONSULTANT 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 (213) 974-0914 or (800) 544-6861.

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

27.0 TERMINATION FOR DEFAULT:

County may, by written notice of default to CONSULTANT, terminate this Agreement immediately in any one of the following circumstances:

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

If, as determined in the sole judgment of County, CONSULTANT 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.

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

The rights and remedies of County provided in this Paragraph 27.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST:

Should CONSULTANT require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONSULTANT 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.

29.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT:

Should CONSULTANT require additional or replacement personnel after the

effective date of this Agreement, CONSULTANT shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet CONSULTANT's minimum qualifications for the open position. The COUNTY will refer GAIN participants by job category to the CONSULTANT.

30.0 CHILD SUPPORT COMPLIANCE PROGRAM:

A. CONSULTANT's Acknowledgement of County's Commitment to Child Support Enforcement: The CONSULTANT acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The CONSULTANT understands that it is the County's policy to encourage all County CONSULTANTS to voluntarily post the County's "LA's Most Wanted: Delinquent Parent's" poster in a prominent position at the CONSULTANT's place of business. The County's Child Support Services Department will supply the CONSULTANT with the poster to be used.

B. CONSULTANT's Warranty of Adherence to County's Child Support Compliance Program:

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

(2) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONSULTANT's duty under

this Agreement to comply with all applicable provisions of law, the CONSULTANT warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

31.0 AUTHORIZATION WARRANTY:

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

32.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

CONSULTANT 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.

33.0 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 CONSULTANT agrees to use recycled-content paper to the maximum extent possible on the Project.

34.0 CONSULTANT RESPONSIBILITY AND DEBARMENT:

34.1 The following requirements set forth in the Ordinance are effective for this contract, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

A. A responsible CONSULTANT is a CONSULTANT 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 CONSULTANT's.

B. The CONSULTANT is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the CONSULTANT on this or other contracts which indicates that the CONSULTANT is not responsible, the County may, in addition to other remedies provided in the contract, debar the CONSULTANT from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CONSULTANT may have with the County.

C. The County may debar a CONSULTANT if the Board of Supervisors finds, in its discretion, that the CONSULTANT has done any of the following:

(1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the CONSULTANT's quality, fitness or capacity to perform a contract with the County or

any other public entity, 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 CONSULTANT may be subject to debarment, the DMH will notify the CONSULTANT in writing of the evidence which is the basis for the proposed debarment and will advise the CONSULTANT 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 CONSULTANT and/or the CONSULTANT's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONSULTANT should be debarred, and, if so, the appropriate length of time of the debarment. If the CONSULTANT fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONSULTANT may be deemed to have waived all rights of appeal.

F. 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. These terms shall also apply to subcontractors/subconsultants

of County Contractors/Consultants.

35.0 CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

CONSULTANT 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 CONSULTANT will notify Director within thirty (30) calendar days in writing of: (1) any event that would require CONSULTANT 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 CONSULTANT 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.

CONSULTANT shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of CONSULTANT or its staff members from such participation in a Federally funded health care program.

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

36.0 CONSULTANT'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, CONSULTANT (also Business Associate) provides

services to COUNTY (also 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, and regulations promulgated there under, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy 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 "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).

1.3 "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 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.

1.4 "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.

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

1.6 "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.

1.7 Terms used, but not otherwise defined, in this Paragraph **36.0** shall have the same meaning as those terms in the Privacy 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 warrants that it 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 **36.0**. 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.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Department of Mental Health's Chief Deputy Director, telephone number (213) 738-4108 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, 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 to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
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 **36.0**.

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 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. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

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 COUNTY

3.1 Obligation of County. 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 ~~36.0~~ 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 Agreement and cure is not possible; or

(c) If neither termination nor cure are 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 **36.0** 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 **36.0**.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph **36.0** is contrary to another provision of this Agreement, the provision of this Paragraph **36.0** shall control. Otherwise, this Paragraph **36.0** shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph **36.0** to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph **36.0** shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph **36.0** from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations.

37.0 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.

38.0 NOTICE 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 E of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

39.0 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 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 Department of Children and Family Services will supply the Contractor with the poster to be used.

40.0 NOTICES:

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the persons names.

Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party:

If to COUNTY: County of Los Angeles
 Department of Mental Health
 Adult Systems of Care
 550 S. Vermont Avenue
 Los Angeles, California 90020
 Attn: Maria Funk, Ph.D.
 Project Manager

If to CONSULTANT:

 Mr. Richard Van Horn, Executive Director
 Mental Health Association in Los Angeles County
 1336 Wilshire Boulevard
 Los Angeles, California 90017
 Attn: David Pilon, Ph.D.
 Project Manager

Addresses may be changed upon ten (10) calendar days prior written notice to other party.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Mayor and the seal of said Board to be hereto affixed and attested to by the Executive Officer thereof, and Consultant 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
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
And Administration Division

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

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

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	California Institute for Mental Health (CIMH)	NP								
2	Mental Health Association in Los Angeles County	NP								

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

***NOTE:** Non-Profit firms and governmental institutions are not owned; hence, the data on percentage of ownership in firm by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.

CONTRACT RENEWALS FOR FYs 2003-2004, 2004-2005, and 2005-2006

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENTS

Item No.	CONTRACTOR LEGAL ENTITY (LE) No.	SUP. DIST. (Sites)	Reimbursement Method ** Present Contract No.	Type of Service Exhibit*	Agreement Term	Fiscal Year Daily Rate**		
						FY 2003-2004	FY 2004-2005	FY 2005-2006
1	Adams Residential Care Facility 1665 W. Adams Blvd. Los Angeles, CA 90007	2	DMH-00965	1011	3 yrs.	N/A	N/A	N/A
2	Allen's Residential Care Home 1022 W. Florence Avenue Los Angeles, CA 90044	2	DMH-00966	1011	3 yrs.	N/A	N/A	N/A
3	Alvira Manor 1778 Alvira Street Los Angeles, CA 90035	2	DMH-00580	1011	3 yrs.	N/A	N/A	N/A
4	Angelus Holding, Inc. dba Discovery 4 P.O. Box 76890 Los Angeles, CA 90076	1	DMH-00976	1011	3 yrs.	N/A	N/A	N/A
5	Atkins Residential Care Home 1706 W. Jefferson Blvd. Los Angeles, CA 90018	2	DMH-00944	1011	3 yrs.	N/A	N/A	N/A
6	Bastonski 425 N. Ogden Drive Los Angeles, CA 90036	3	DMH-00968	1011	3 yrs.	N/A	N/A	N/A
7	Bel Air Guest Home 1440 N. Stanley Avenue Los Angeles, CA 90046	3	DMH-00970	1011	3 yrs.	N/A	N/A	N/A

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

CONTRACT RENEWALS FOR FYs 2003-2004, 2004-2005, and 2005-2006

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENTS

Item No.	CONTRACTOR LEGAL ENTITY (LE) No.	SUP. DIST. (Sites)	Reimbursement Method & Present Contract No.	Type of Service Exhibit*	Agreement Term	Fiscal Year Daily Rate**		
						FY 2003-2004	FY 2004-2005	FY 2005-2006
8	Bell Gardens Manor 8424 S. Eastern Avenue Bell Gardens, CA 90201	1	DMH-00630	1011	3 yrs.	N/A	N/A	N/A
9	Clontarf Manor, Inc. - CLB 4501 E. 10th Street Long Beach, CA 90804	4	DMH-00946	1011	3 yrs.	N/A	N/A	N/A
10	Clontarf Manor, Inc. - CMA 18432 S. Gridley Road Artesia, CA 90701	4	DMH-00971	1011	3 yrs.	N/A	N/A	N/A
11	CresView Lodge 4209-4211 Griffin Avenue Los Angeles, CA 90031	1	DMH-00974	1011	3 yrs.	N/A	N/A	N/A
12	Crystal Manor Residential Care 3406 Baldwin Park Blvd. Baldwin Park, CA 91706	1	DMH-00975	1011	3 yrs.	N/A	N/A	N/A
13	DJ Ventures 5055 Novgorod Street Los Angeles, CA 90032	1	DMH-00584	1011	3 yrs.	N/A	N/A	N/A
14	Doris Home of Compassion 8921 S. Manhattan Place Los Angeles, CA 90047	2	DMH-00962	1011	3 yrs.	N/A	N/A	N/A

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

CONTRACT RENEWALS FOR FYs 2003-2004, 2004-2005, and 2005-2006

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENTS

Item No.	CONTRACTOR LEGAL ENTITY (LE) No.	SUP. DIST. (Sites)	Reimbursement Method & Present Contract No.	Type of Service Exhibit*	Agreement Term	Fiscal Year Daily Rate**		
						FY 2003-2004	FY 2004-2005	FY 2005-2006
15	Friends with Disabilities, Inc. 13120 Casimir Avenue Gardena, CA 90249	2	DMH-00948	1011	3 yrs.	N/A	N/A	N/A
16	H.V. Group Home, Inc. 490 W. 14th Street Long Beach, CA 90813	4	DMH-00653	1011	3 yrs.	N/A	N/A	N/A
17	La Casa Consulting Group, Ltd. 1217 S. Alvarado Street Los Angeles, CA 90006	1	DMH-00977	1011	3 yrs.	N/A	N/A	N/A
18	Olivia Isabel Manor 21515 S. Figueroa Street Carson, CA 90745	2	DMH-00597	1011	3 yrs.	N/A	N/A	N/A
19	Smiley's Guest Home 622 W. 92nd Street Los Angeles, CA 90044	2	DMH-00593	1011	3 yrs.	N/A	N/A	N/A
20	St. Andrews Haven 832 S. Saint Andrews Place Los Angeles, CA 90005	2	DMH-00594	1011	3 yrs.	N/A	N/A	N/A

CONTRACT RENEWALS FOR FYs 2003-2004, 2004-2005, and 2005-2006

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENTS

Item No.	CONTRACTOR LEGAL ENTITY (LE) No.	SUP. DIST. (Sites)	Reimbursement Method ** & Present Contract No.	Type of Service Exhibit*	Agreement Term	Fiscal Year Daily Rate**		
						FY 2003-2004	FY 2004-2005	FY 2005-2006
21	Sun Village Guest Home 10818 E. Avenue R-14 Littlerock, CA 93543	5	DMH-00614	1011	3 yrs.	N/A	N/A	N/A
22	Theodore Guest Home 960 S. Eiden Avenue Los Angeles, CA 90006	2	DMH-00596	1011	3 yrs.	N/A	N/A	N/A
23	Twin Palms Care Home 3000 Cazador Street Los Angeles, CA 90065	1	DMH-00590	1011	3 yrs.	N/A	N/A	N/A
24	Villa Luren 13749 Crewe Street Whittier, CA 90605	1	DMH-00598	1011	3 yrs.	N/A	N/A	N/A

TOTAL:

N/A N/A N/A

NOTE: * Service Exhibit #1011 - Mental Health 24-Hour Services Interim Placement Funding for Basic Care Services
** CCRF Agreements are reimbursed at the established Interim Funding board and care rates from DMH's Interim Funding allocation pool, which reimburses facility operators for a client's room & board & personal and incidental expenses prior to the establishment of Supplemental Security Income (SSI) eligibility. Once a clients' SSI application has been approved, retroactive SSI payments are used to reimburse this fund.

CONTRACTOR:

Contract Number

Reference Number(s)

Business Address:

Supervisorial District(s) _____

Mental Health Service Area(s) _____

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT

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SERVICE EXHIBIT(S)

- A. Mental Health 24-Hour Services Interim Placement Funding For Basic Care Services
- B. Employee Acknowledgment of Employer
- C. Subcontractor Employee Acknowledgment of Employer
- D. Fact Sheet on "Safely Surrendered Baby Law"

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 200__ by
and between the County of Los Angeles (hereafter referred to as "County") and

(hereafter referred to as "Contractor")

Business Address: _____

RECITALS:

WHEREAS, County desires to enter into an Agreement with Contractor whereby Contractor will provide services as outlined in the attached Service Exhibit for mentally ill adult clients in Los Angeles County who qualify for services which Contractor is equipped, staffed, and prepared to provide; and

WHEREAS, the objective of such services is to provide suitable care for clients no longer requiring hospitalization related to their mental illness and to provide alternatives to hospitalization; and

WHEREAS, basic care and supervision shall meet the requirements for licensure as a community care facility as defined in Section 1502 of the Health and Safety Code and in accordance with Welfare and Institutions Code, Sections 4012.6 and Title 22, Division 6, of the California Code of Regulations hereafter referred to as "Code"; and

WHEREAS, the County will reimburse Contractor for such services to mentally ill adult clients referred by the County for whom there is a determined need in accordance with Paragraph 3 (PAYMENT); and

WHEREAS, the County will reimburse Contractor as appropriate for life support services with interim placement funding until clients or Contractor begins receiving Supplemental Social Security

Income payment or other third-party payment to cover such services; and

WHEREAS, as contemplated herein, Contractor shall provide basic services to clients referred by County Department of Mental Health in accordance with the requirements of the Welfare and Institutions Code, Sections 4012.6 and Title 22, Division 6, of the California Code of Regulations, hereafter referred to as "Code"; and

WHEREAS, Contractor acknowledges and accepts that County has no obligation, legal or contractual, to refer or to place clients in any or all of Contractor's programs; 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, the term "Director" as used herein refers to County's Director of Mental Health or his authorized designee; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences July 1 and ends the following June 30:

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

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

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed 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 thirty days prior to the end of the Initial Period.

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

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

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the Third Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through _____, at which time this Agreement expires.

C. Termination:

(1) Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto shall constitute a material breach hereof and the Agreement may be terminated immediately.

(2) Failure to provide or bill for services to DMH clients for a period of twelve consecutive months will result in the automatic termination of this Agreement, which shall be effective upon written notice to Contractor by DMH. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

(3) In the event of termination of the Interim Funding portion of this Agreement and upon receipt by Contractor of notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all clients treated under this Agreement to other agencies for continuing care in accordance with the clients' needs. Such plans shall be approved by the Director or his authorized designee, except in such instances, as determined by Contractor, where an immediate client transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

2. DESCRIPTION OF SERVICES: Contractor agrees to provide services as described in Exhibit _____, inclusive, attached hereto and incorporated herein by reference. Services provided pursuant to attached Exhibit(s) shall be the same regardless of source of payment.

3. PAYMENT: Contractor shall bill County in arrears on billing forms provided by County. All billings shall clearly reflect all required information as specified on billing forms provided by County regarding services for which claims are to be made.

Billings shall be made and forwarded to County at least monthly. Within thirty (30) calendar days following receipt of a complete and correct billing form, County shall make payment in accordance with the approved rate of reimbursement for the period services are provided.

In the event Contractor provides Interim Funding Services as defined in Exhibit A, County shall reimburse Contractor at the currently approved Community Residential Care Rate.. Payment shall be based on facility size and the level(s) of care for which Contractor is authorized to provide, and for which client is assessed by the Department of Mental Health's (DMH) case managers and/or staff.

Notwithstanding the foregoing, Contractor agrees that Interim Funding Services is not an entitlement program, and further agrees that only services provided for clients approved by Director or his authorized designee shall be reimbursed.

4. LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS:
Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in Paragraph 3 (PAYMENT) of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such change in allocation of funds at the earliest possible date.

5. ADMINISTRATION: County's Director of Mental Health (hereafter referred to as "Director") shall have the authority to administer this Agreement on behalf of County.

6. PRIOR AGREEMENT(S) SUPERSEDED: Reference is made to that (those) certain document(s) entitled:

/

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

The parties hereto agree that the provisions of said prior agreement(s) shall be entirely superseded, as of date of execution by County's Board of Supervisors, by the provisions of this Agreement.

7. 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.

8. 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 8 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. INDEMNIFICATION AND INSURANCE:

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

B. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory

to County shall be delivered to *Department of Mental Health, 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA, 90020*, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

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

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

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

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

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

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

4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of sub-contractors, or

(b) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

C. Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its

equivalent) with limits of not less than the following:

General Aggregate:	Two Million Dollars (\$2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars (\$1,000,000)
Personal and Advertising Injury:	One Million Dollars (\$1,000,000)
Each Occurrence:	One Million Dollars (\$1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

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

10. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental disability, in accordance with requirements of Federal and State law.

For the purpose of this Paragraph 10, 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, religion, national origin, ancestry, sex, age, marital status, or physical or mental disability.

11. 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, religion, national origin, ancestry, sex, age, marital status, or physical disability, or political affiliation, and is 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, religion, national origin, ancestry, sex, age, marital status, physical disability, or political affiliation. 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 deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, national origin, ancestry, sex, age, marital status, physical disability, or political affiliation.

D. Contractor shall allow County representatives access to its employment

records during regular business hours to verify compliance with the provisions of this paragraph when so requested by Director.

E. 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 immediately terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal 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.

F. In the event that Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500.00) pursuant to California Civil Code Section 1671, as liquidated damages, in lieu of terminating or suspending this agreement.

12. 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.

13. 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.

14. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9,

Section 850 et seq., and CCR Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all patients/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

15. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS :

A. Elders and Dependent Adult Abuse: 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 WIC Sections 15630, 15631, and 15632. 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 seq. 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 Staff:

(1) Contractor shall assure that any person who enters into employment as a care custodian of elders, dependent adults or 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) Contractor shall assure that clerical and other non-treatment staff

who are not legally required to directly report suspected cases of abuse, 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 persons to be employed by Contractor.

16. **CONFIDENTIALITY:** Contractor agrees to maintain the confidentiality of its records, including billings, and to maintain the confidentiality of client records in accordance with Welfare and Institutions Code Sections 5328 through 5330, inclusive, Title 45, Code of Federal Regulations Section 205.50 and Section 10053.8 of the Welfare and Institutions Code, with reference to the provision of information to licensed facilities as to the suitability of a mentally disordered person to a particular facility and all other applicable State and Federal laws relating to confidentiality of client records and information. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to comply with said confidentiality provisions.

17. **REPORTS:** Contractor shall make reports as required by Director or his authorized designee, concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with thirty (30) days prior notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

18. **AUDIT:** Contractor shall maintain copies of all records for personnel, transactions, and any other related documents or information compiled, originating, or relating to, this Agreement

during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement.

19. 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 Department of Mental Health Contract 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 County and/or State representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.

20. 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 20.

21. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with Department of Mental Health'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.

22. 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 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.

23. 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. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

24. NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

25. STAFF TRAINING AND SUPERVISION: Contractor shall maintain a sufficient number of competent staff (as required by Title 22, Division 6, of the California Code of Regulations) to provide the services for those clients admitted for care.

In the event Contractor provides Supplemental Residential Care Services, as required by Article 4, Subchapter 3, Title 9 of the California Code of Regulations, Contractor will participate in training activities provided by the County, deemed necessary to carry out the functions of participation in Supplemental Residential Care Services. In addition, all supervisory staff employed by Contractor must obtain a minimum of 20 hours of training per year, in relevant mental health programming approved by the County.

26. 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.

27. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of Director or his authorized designee. Contractor shall notify County 60 days prior to any planned changes in duties or rights. Any prohibited delegation or assignment shall be null and void and shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to set off, recoupment, or other reduction for any claim, which Contractor may have against County. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

28. CHANGE OF OWNERSHIP: This Agreement shall terminate effective the date of sale, change of ownership or change of business operations of said Facility. Contractor shall notify DMH's Contracts Development and Administration Division in writing detailing such changes 60 days prior to any such changes. Failure of Contractor to notify the County within 60 days of the

proposed changes shall result in liquidated damages assessed at \$100.00 per day for every day Contractor fails to notify County of said changes.

29. ALTERATION OF TERMS: This Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the term of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of written amendment to this Agreement which is formally approved and executed by the parties.

30. 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 other 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.

31. TERMINATION FOR CONVENIENCE: Any of the parties to this Agreement may terminate services by written notice to the other party, which termination shall become effective thirty (30) days from the date of the written notice. Any party providing such termination shall not be liable or responsible for any liability, monetary or otherwise, resulting from any termination, in whole or in part, of that party's involvement in this Agreement. Termination shall be final and shall

release the party from any further responsibility to provide service under the terms and conditions of this Agreement.

32. TERMINATION FOR DEFAULT:

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

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

(2) If, as determined in the sole judgement 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 32 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. 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 it 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 for the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

34. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately 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 34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

35. CONTRACTOR BUSINESS LOCATION: Contractor shall notify in writing the County's Department of Mental Health, Contracts Development and Administration Division, of any change in its business address at least thirty (30) days prior to the effective date thereof.

36. LICENSES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder. Further, Contractor shall supply to County, on a yearly basis, proof of payment of its state license yearly renewal fee. If, during the term of this Agreement, there is a change of licensee, Contractor shall notify DMH's Contracts Development and Administration Division in writing of such change thirty days prior to any such change. Failure of Contractor to comply with the term of this Paragraph 36, shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

37. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between the 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, 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 injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgement of Employer (Service Exhibit C) form for each of its employees performing

services under this Agreement. Such Acknowledgements shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

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

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

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

(7) 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 fully liable and responsible for any and all performance required of it under this Agreement, 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 38, or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and/or other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/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 38, 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 and maintain on file an executed Subcontractor Employee Acknowledgment of Employer form (Service Exhibit D) 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 commencement date of the particular subcontract, but in no event later than the date such employee first performs any services under the subcontract.

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

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 38, including, but not limited to, consenting to any subcontracting.

39. 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.

40. 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 immediately terminate this Agreement or impose other penalties as specified in this Agreement.

41. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Acknowledgement of County's Commitment to Child Support Enforcement:

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor

understands that it is County's policy to encourage all County Contractor's to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The County's Child Support Services Department will supply Contractor with the poster to be used.

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

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

(2) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

43. 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.

44. 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.

45. 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.

46. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the Ordinance are effective for this contract, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts 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 any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's

quality, fitness or capacity to perform a contract with the County or any other public entity, 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. 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. These terms shall also apply to subcontractors/subconsultants of County Contractors.

47. 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 thirty (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 program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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.

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

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

49. 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.

50. 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.

51. ENTIRE AGREEMENT: The body of this Agreement and Service Exhibit A, attached hereto and incorporated herein by reference; as approved in writing by Director, including any addenda thereto as approved in writing by Director, which are hereby incorporated herein by reference but not attached; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other 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:

Service Exhibit A: Mental Health 24-Hour Services Interim Placement Funding For Basic Care Services.

52. 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.

53. 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.

54. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement,

Contractor (also Business Associate) provides services to County (also 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, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy 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 "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).

1.3 "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 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.

1.4 "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.

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

1.6 "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.

1.7 Terms used, but not otherwise defined, in this Paragraph 54 shall have the same meaning as those terms in the Privacy 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 warrants that it 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 54.

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.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Department of Mental Health's Chief Deputy Director, telephone number (213) 738-4108 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, 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 to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
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 54.

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 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. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

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 COUNTY

3.1 Obligation of County. 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 54 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 Agreement and cure is not possible; or

(c) If neither termination nor cure are 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 5.1 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 54.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 54 is contrary to another provision of this Agreement, the provision of this Paragraph 54 shall control. Otherwise, this Paragraph 54 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 54 to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph 54 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph 54 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations.”

55. 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.

56. NOTICE 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 D of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

57. 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 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.

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

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To Contractor: _____

Attention: _____

To County 1: _____ Department of Mental Health
_____ Contracts Development and
_____ Administration Division
_____ 550 South Vermont Ave., 5th Floor
_____ Los Angeles, CA 90020

Attention: _____ Chief

To County 2: _____ Department of Mental Health
_____ Accounting Division
_____ 550 South Vermont Ave., 8th Floor
_____ Los Angeles, CA 90020

Attention: _____ Judith Weigand, Chief

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health, 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 IF APPLICABLE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN
COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

CONTRACTOR:

Contract Number

Reference Number(s)

Business Address:

Supervisorial District(s) _____

Mental Health Service Area(s) _____

**COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT
PLACEMENT OF CHILDREN UNDER AGE 18**

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SERVICE EXHIBIT(S)

- A. Mental Health 24-Hour Services Children Under Age 18 Basic Services
- B. Employee Acknowledgment of Employer
- C. Subcontractor Employee Acknowledgment of Employer
- D. Fact Sheet on "Safely Surrendered Baby Law"

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT

PLACEMENT OF CHILDREN UNDER AGE 18

THIS AGREEMENT is made and entered into this _____ day of _____, 200__, by and between the County OF LOS ANGELES (hereafter referred to as "County"), and

(hereafter "Contractor")

Business Address:

RECITALS:

WHEREAS, County desires to enter into an Agreement with Contractor whereby Contractor will provide Basic Services (Personal Care, Protection, Supervision, Treatment, and Education) as needed in Los Angeles County for seriously mentally disturbed children who qualify for such services which Contractor is equipped, staffed, and prepared to provide; and

WHEREAS, the objective of such services is to provide suitable care for children no longer requiring hospitalization related to their emotional disturbance and to provide alternatives to hospitalization.

WHEREAS, County's reimbursement shall be based on currently approved State Department of Social Services (SDSS) program rates.

WHEREAS, County will reimburse Contractor for such services with placement funding; and

WHEREAS, Contractor shall provide basic services to children referred by County Department of Mental Health in accordance with the requirements of the Welfare and Institutions Code, Sections 4075 et. Seq. and Title 22, Division 6, of the California Code of Regulations, hereafter referred to as "Code."

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, the term "Director" as used herein refers to County's Director of Mental Health; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences July 1, and ends the following June 30:

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

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

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed 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 thirty days prior to the end of the Initial Period.

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

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through_____. This Agreement may be cancelled or terminated at any time by either party upon the giving of 30 days written notice to the other.

C. Termination:

(1) Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto shall constitute a material breach hereof and the Agreement may be terminated immediately. County's failure to exercise this right of

termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

In the event of termination of this Agreement and upon receipt by Contractor of notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all children treated under this Agreement to other agencies for continuing care in accordance with the child's needs. Such plans shall be approved by Director or his/her authorized designee.

2. DESCRIPTION OF SERVICES: Contractor agrees to provide services as described in Exhibit A, inclusive, attached hereto and incorporated herein by reference. Services provided pursuant to attached Exhibit A, shall be the same regardless of patient's level or sources of payment.

3. PAYMENT: County shall reimburse Contractor based on currently approved State Department of Social Services program rates. Contractor shall bill County in arrears on billing forms provided by County. All billings shall clearly reflect all required information as specified on billing forms provided by County regarding the services for which claims are to be made. Billings shall be made and forwarded to County at least monthly. Within thirty (30) calendar days following receipt of a complete and correct billing form, County shall make payment based on the approved rate of reimbursement for the period services are provided and in accordance with the following:

A. On or before the effective date of this Agreement, Contractor shall submit to the County the current State Department of Social Services (SDSS) Rate Notification Letter. County shall determine the reimbursement rate for services hereunder, based upon the rate established by SDSS.

B. In the event that a rate increase is determined by SDSS during the term of this Agreement, Contractor may submit a written request to the Director of Mental Health for an increase in payment rate to concur with SDSS established rate. Contractor's request must include the Rate Notification letter issued by SDSS.

C. County shall respond in writing indicating approval or denial of rate increase within 30 days of receipt of Contractor's request. Rate increases will be contingent upon the availability of funding appropriated for the purpose of this Agreement and upon execution of a written amendment to this Agreement.

D. Rate increases, if approved, shall be retroactive to the first day of the month in which the Contractor submitted written request to County, which may not, be the date of the Rate Notification letter issued by SDSS. In no instance should the increase take place before the effective date of the Rate Notification letter.

4. LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION 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 future fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in Paragraph 3 (PAYMENT) of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary restrictions. 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 change in allocation of funds at the earliest possible date.

5. ADMINISTRATION: County's Director of Mental Health (hereafter referred to as "Director") shall have the authority to administer this Agreement on behalf of County.

6. PRIOR AGREEMENT(S) SUPERSEDED: Reference is made to that (those) certain document(s) entitled:

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

The parties hereto agree that the provisions of said prior Agreement(s) shall be entirely superseded, as of date of execution by County's Board of Supervisors, by the provisions of this Agreement.

7. 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.

8. 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 8 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. INDEMNIFICATION AND INSURANCE:

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

B. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

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

(a) Specifically identify this Agreement.

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

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

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

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

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

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

4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of sub-contractors, or

(b) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

C. Insurance Coverage Requirements:

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

General Aggregate:	Two Million Dollars	(\$2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars	(\$1,000,000)
Personal and Advertising Injury:	One Million Dollars	(\$1,000,000)
Each Occurrence:	One Million Dollars	(\$1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

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

10. NONDISCRIMINATION IN SERVICES: 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 10, discrimination in the provision of services may include, but is not limited to the following: denying any person any service; 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; and treating any person differently from others in determining service.

Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regards to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

11. 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, ancestry, national origin, sex, age, or physical or mental handicap, and is in compliance with all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall allow authorized County representatives access to its employment records when applicable during regular business hours to verify compliance with these provisions when so requested by Director.

C. If County finds that any of the above anti-discrimination provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to 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 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.

D. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of \$500.00 pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

12. 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.

13. 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.

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

15. REPORTING OF CLIENT ABUSE: For the safety and welfare of the children, Contractor agrees as permitted by law, to ascertain arrest and conviction records for all current and prospective employees and not to employ or continue the employment of any person convicted of any crime involving harm to children, elders or dependent adults.

A. Minor Children: Contractor, and all persons employed or subcontracted by Contractor, must report all instances of child abuse of minors under the protection of County and care of Contractor to either the appropriate County child protective services agency or to a local law enforcement agency as mandated by Penal Code Section 11165, et., seq. Contractor, and all persons employed or subcontracted by Contractor, must make a report on the aforementioned abuse to a legally mandated child protective agency and submit all required information as mandated in Penal Code Section 11167.

B. Contractor Staff:

(1) Any person who enters into employment as a medical practitioner, non-medical practitioner or a custodian of minor children, prior to commencing his or her employment, and as a prerequisite to that employment, shall sign a statement on a form provided by his or her employer to the effect that he or she has knowledge of the above mentioned codes.

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

(3) Contractor shall not employ or continue to employ any person who it knows has committed acts which are inimical to the health, morals, welfare, or safety of children, elders or dependent adults 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 agrees to make a determination whether the acts as alleged in the complaint would be inimical to the interests of children, or otherwise make it inappropriate for such person to be employed by Contractor. If Contractor determines that such

alleged acts would be inimical or otherwise make it inappropriate for such person to be employed by Contractor, Contractor shall not employ or continue to employ said employee. It is understood that the Contractor must depend upon criminal record clearances obtained by State Licensing and communication from the licensing agency as to the content of these clearances.

16. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records, including billings, and to maintain the confidentiality of client records in accordance with Welfare and Institutions Code Sections 5328 through 5330, inclusive, Title 45, Code of Federal Regulations Section 205.50, and Section 10053.8 of Welfare and Institution's Code, with reference to the provision of information to licensed facilities as to the suitability of a mentally disordered person to a particular facility and all other applicable State and Federal laws relating to confidentiality of client records and information. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of and agreement to comply with said confidentiality provisions.

17. REPORTS: Contractor shall make reports as required by Director or his authorized designee, concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with thirty days' prior notification thereof. The above reports include, but are not limited to Contractor's form of business organization(s), and real property disclosure. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

18. AUDIT: Contractor shall maintain copies of all records for personnel, transactions, and any other related documents or information compiled, originating, or relating to, this Agreement during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement.

Contractor shall allow DMH or any other authorized County, State or Federal agency or any duly authorized representative thereof to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, or other record relating to this Agreement during the term of this

Agreement and for a period of five (5) years after the end of its term.

19. 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 Contract 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 County and/or State representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.

20. 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 20.

21. 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.

22. 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.

23. 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. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

24. NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

25. STAFF TRAINING AND SUPERVISION: Contractor shall maintain a sufficient number of competent staff (as required by Title 22, Division 6, of the California Code of Regulations) to

provide the services for which the facility is licensed. This shall include, but is not limited to, the following:

- A. Persons supervising employees must be at least 18 years of age.
- B. All staff must have either training or related experience in the job assigned to them.
- C. In-service training (orientation, skill training, continuing education) shall be provided if licensed for sixteen (16) or more persons.
- B. All staff shall be in good health, and physically, mentally, and occupationally capable of performing assigned task.
- C. Any specialized staff shall be qualified by training or experience with recognized professional standards.
- D. No persons accepted for services shall be used as substitutes for required staff, but may be utilized to augment staff as part of their program of rehabilitation or training.
- E. Volunteers may be utilized in all facilities and may be included in staffing patterns, trained and supervised in accordance with a written plan approved by the Department or the licensing agency.

26. 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.

27. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of Director or his designee.

28. CHANGE OF OWNERSHIP: Sale or change of ownership of said Facility shall constitute termination hereof. Agreement shall be terminated within 30 days advance notification of sale or change of ownership.

29. ALTERATION OF TERMS: This Agreement fully expresses all understanding of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the term of this Agreement, whether by written or oral understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of written amendment to this Agreement which is formally approved and executed by the parties.

30. 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 herein, or have any other 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.

31. TERMINATION FOR CONVENIENCE: Any of the parties to this Agreement may terminate services by written notice to the other party, which termination shall become effective thirty (30) days from the date of the written notice. Any party providing such termination shall not

be liable or responsible for any liability, monetary or otherwise, resulting from any termination, in whole or in part, of that party's involvement in this Agreement. Termination shall be final and shall release the party from any further responsibility to provide service under the terms and conditions of this Agreement.

32. TERMINATION FOR DEFAULT:

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

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the 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 Sub-paragraph 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 32 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. 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 determination 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 it pursues 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 for the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

34. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately 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 34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this

Agreement.

35. CONTRACTOR BUSINESS LOCATION: Contractor shall notify in writing the County's Department of Mental Health, Contracts Development and Administration Division, of any change in its business address at least 30 days prior to the effective date thereof.

36. LICENSES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder.

37. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be constructed, 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 constructed 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 obtain and maintain on file an executed Contractor Employee Acknowledgement of Employer form for each of its employees performing services under this

Agreement. Such Acknowledgements shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

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

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

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

(7) 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 fully liable and responsible for any and all performance required of it under this Agreement, 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 38 or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and/or other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/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 38, 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 and maintain on file an executed Subcontractor Employee Acknowledgment of Employer, form for the Agreement, 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 commencement date of the particular subcontract, but in no event later than the date such employee first performs any services under the subcontract.

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

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 38, including, but not limited to, consenting to any subcontracting.

39. 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.

40. 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 immediately terminate this Agreement or impose other penalties as specified in this

Agreement.

41. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

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

(2) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required 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 or Spousal Support, pursuant to Code of Civil Procedure, Section 706.031 and Family Code, Section 5246(b).

42. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to

participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the contractor.

43. CONSIDERATION FOR 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.

44. 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.

45. 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.

46. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. The following requirements set forth in the Ordinance are effective for this contract, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

B. 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.

C. 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 contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

D. 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 any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, 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.

E. 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.

F. 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

G. 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.

H. These terms shall also apply to subcontractors/subconsultants) of County Contractors.

47. 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 thirty (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 program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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.

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

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

49. 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.

50. 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.

51. ENTIRE AGREEMENT: The body of this Agreement and Service Exhibit A attached hereto and incorporated herein by reference as approved in writing by Director, including any addenda thereto as approved in writing by Director, which are hereby incorporated herein by reference but not attached; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other 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:

A. Service Exhibit A: Mental Health 24 Hour Services Children Under Age 18 Basic Services.

52. 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.

53. 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.

54. "CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Contractor (also Business Associate) provides services to County (also 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, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy 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 "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).

1.3 "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 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.

1.4 "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.

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

1.6 "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.

1.7 Terms used, but not otherwise defined, in this Paragraph 54 shall have the same meaning as those terms in the Privacy 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 warrants that it 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 54.

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.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Department of Mental Health's Chief Deputy Director, telephone number (213) 738-4108 within forty-eight (48)

hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, 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 to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
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 54.

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 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. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

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 COUNTY

3.1 Obligation of County. 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 54 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 Agreement and cure is not possible; or

(c) If neither termination nor cure are 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 54 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 54.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 54 is contrary to another provision of this Agreement, the provision of this Paragraph 54 shall control. Otherwise, this Paragraph 54 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 54 to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph 54 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this

Paragraph 54 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations.”

55. 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.

56. NOTICE 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 D of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

57. 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 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.

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

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To Contractor: _____

Attention: _____

To County: 1. Department of Mental Health
Contracts Development and Administration Division
550 South Vermont Avenue, 5th Floor
Los Angeles, CA 90020

Attention: Chief

To County: 2. Department of Mental Health
Accounting Division
550 S. Vermont Avenue
Los Angeles, CA 90020

Attention: Judith Weigand, Chief

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health, 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
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

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

18	Olivia Isabel Manor	P								100
19	Smiley's Guest Home	P		100						
20	St. Andrews Haven	P					50	50		
21	Sun Village Guest Home	P						100		
22	Theodore Guest Home	P					50	50		
23	Twin Palms Care Home	P					30	70		
24	Villa Luren	P						100		

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

***NOTE:** Non-Profit firms and governmental institutions are not owned; hence, the data on percentage of ownership in firm by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.

CTA: Minority-women owned firms Attachment