



DEPARTMENT OF MENTAL HEALTH
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June 17, 2021

Dear Prospective Proposer:

**ADDENDUM NUMBER TWO REVISING THE REQUEST FOR PROPOSALS
FOR CRISIS RESIDENTIAL TREATMENT PROGRAMS
(BID NO. DMH121720B1)**

The Los Angeles County Department of Mental Health is issuing Addendum Number Two to the Request for Proposals (RFP) for Crisis Residential Treatment Programs (CRTPs), BID NO. DMH121720B1, released on December 17, 2020.

The following revisions are being made to the RFP:

- 1. Paragraph 7.3** shall be deleted in its entirety and replaced to read as follows:

7.3 RFP Timetable

7.3.1 The timetable for this RFP is as follows:

- 1) Release of RFP12/17/20
- 2) Request for a Solicitation Requirements Review Due01/04/21
- 3) Virtual Mandatory Proposers' Conference07/14/21
- 5) Written Questions Due.....07/21/21
- 6) Questions and Answers Released.....07/28/21
- 7) Mandatory Letter of Intent to Submit a Proposal Due by 12 p.m. (Pacific Time)
.....08/04/21
- 8) Proposals due by 12 p.m. (Pacific Time)08/18/21**

2. **Paragraph 7.7** shall be deleted in its entirety and replaced to read as follows:

7.7 Mandatory Proposers' Conference and Letter of Intent to Submit Proposal

7.7.1 A Virtual Mandatory Proposers' Conference will be held to discuss the RFP. County staff will respond to questions from potential proposers submitted in advance at that time. Potential proposers shall submit written questions regarding this RFP by email in advance of the Mandatory Proposers' Conference to SolicitationsTeam@dmh.lacounty.gov. Proposers can also submit questions during the Mandatory Proposers' Conference and up to seven days after the Mandatory Proposers Conference. All questions must be received by the deadline to submit questions on 07/21/21.

When submitting questions please specify the RFP section number, paragraph number, page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. The subject line of the email shall be **"Proposal for RFP for CRTPs DMH121720B1."** County reserves the right to group similar questions when providing answers.

All potential proposers must attend this conference or their proposals will be rejected as non-responsive (disqualified) without review, and eliminated from further consideration. The conference is scheduled as follows:

Date-July 14, 2021

Time- 1:00 P.M. to 3:00 P.M.

Location- Virtually via Microsoft Teams Live Event

Click this link to join: https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2IzOGRiM2EtNzAxYi00YTAyLWlzMjktMzgxNzlhNjVIY2Vi%40thread.v2/0?context=%7b%22Tid%22%3a%2207597248-ea38-451b-8abe-a638eddbac81%22%2c%22Oid%22%3a%22561ea661-bcf5-4026-a036-4caef83b9b91%22%2c%22IsBroadcastMeeting%22%3a%22true%7d

7.7.2 Potential Proposers shall submit a Mandatory Letter of Intent to Submit a Proposal no later than seven business days after the Question and Answers Released date. The Mandatory Letter of Intent to Submit a Proposal must be on the agency's letterhead and shall include original

signature of the person authorized to sign on behalf of contractor in order to be qualified to submit a proposal for this RFP.

1. A separate Mandatory Letter of Intent to Submit a Proposal shall be submitted for each hospital site location. **Prospective proposers may not submit more than one proposal for each hospital site location.**
 2. The Mandatory Letter of Intent to Submit a Proposal shall be e-mailed to SolicitationsTeam@dmh.lacounty.gov **by 08/04/21 before 12:00 p.m.** The subject line of the email shall be “Mandatory Letter of Intent for **RFP for CRTPs Bid No. DMH#121720B1.**” The Mandatory Letter of Intent does not obligate an agency to submit a proposal; however, an agency may not submit a proposal if it does not submit a Mandatory Letter of Intent.
 3. Proposer’s Mandatory Letter of Intent to submit a Proposal must include: 1) Full Business Name of Agency; 2) Business Address of Agency; 3) Contact Person for agency; 4) Hospital Site location; 5) Statement of Intent to submit a proposal in response to RFP for CRTPs Bid No. DMH#121720B1
3. **Sub-paragraph 7.9.5.1** shall be deleted in its entirety and replaced to read as follows:

7.9.5.1 Proposer’s Background and Experience (Section B.1)

Provide a summary of relevant background information to demonstrate that the proposer meets the minimum requirement(s) stated in Section 3 (Proposer’s Minimum Qualifications) of this RFP and has the capability to perform the required services as a corporation or other entity. Any minimum requirements listed in Section 3 (Proposer’s Minimum Qualifications) may also be listed in Paragraph 7.9.5 (Proposer’s Qualification, Section B).

This section will be scored on a pass/fail basis. If proposer cannot fully substantiate that they meet the MMQs in Section 3 – Proposer’s Mandatory Minimum Request for Proposals Requirements, the proposal will be immediately disqualified.

4. Appendix A- Statement of Work (SOW) is deleted in its entirety and replaced with Appendix A-SOW attached.

5. Sample CRTP Licensing Agreement attached are incorporated into this RFP.

All other content will remain the same. No additional information will be provided by DMH staff.

We look forward to your attendance at the virtual bidders's conference. Please contact me at Bmejia@dmh.lacounty.gov if you have any questions.

Sincerely,



Beatriz Mejia
Administrative Services Manager II

BM:bm

c: Jo Ann Yanagimoto-Pinedo
Amanda Ruiz, M.D.
Emily Issa
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APPENDIX A
STATEMENT OF WORK FOR
CRISIS RESIDENTIAL TREATMENT PROGRAMS

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CRISIS RESIDENTIAL TREATMENT PROGRAMS

1.0 SCOPE OF WORK

Crisis Residential Treatment Programs (CRTP) are short-term, intensive residential programs that provide recovery-oriented, intensive and supportive services to individuals 18 years of age and older, in a safe and therapeutic, home-like setting. CRTPs provide services 24 hours per day, 7 days per week (24/7). CRTPs have a maximum bed capacity of 16 individuals per site. While the average length of stay in CRTPs is 10-14 days, an individual's maximum stay shall not exceed 30 days. CRTPs serve as an alternative to hospitalization, reduce the psychiatric inpatient days of individuals, and may serve as a resource for individuals who might otherwise be incarcerated without the appropriate community services. CRTPs are licensed by the California Department of Social Services (CDSS) as Social Rehabilitation Programs, with the mental health program component certified by the California Department of Health Care Services (DHCS), and are Medi-Cal certified.

CRTPs are centrally accessed through the Los Angeles County (County or LAC) Department of Mental Health (DMH) Intensive Care Division (ICD). County Hospital Psychiatric Emergency Services (PES) and inpatient treatment teams work collaboratively with DMH ICD liaisons to identify potential referrals to CRTPs. Urgent Care Centers (UCCs) refer individuals directly to DMH's ICD for authorization.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 All changes must be made in accordance with the Contract, Sub-paragraph 8.1 - Amendments.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The Plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met.

3.2 A record of all inspections, audits, reviews, etc. conducted by the Contractor.

- Any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

3.3 Evaluation Tools: Contractor shall provide individuals and their families a tool by which to evaluate the services rendered by the CRTP. Contractor shall ensure the tool addresses the performance of the CRTP and the satisfaction of the

individuals and, when appropriate, their families. Contractor shall make this tool and related information available to County upon request.

3.4 Data Collection

3.4.1 Contractor shall be responsible for collecting and entering data via the data collection instrument developed by County and the State on all individuals referred to the agency. Contractor shall ensure the data is entered electronically at network sites and downloaded at the County centralized database. At a minimum, data collection shall include demographic data, the number of case openings, the number of case closings, and the services recommended and received.

3.4.2 Record Keeping: Contractor shall keep a record of services that were provided, as well as the dates, agendas, sign-in sheets, and minutes of all CRTP and Subcontractor staff meetings.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend meetings as requested by DMH.

4.2 Contract Discrepancy Report (Service Exhibit 1 of Appendix C)

Verbal notification of a Contract discrepancy will be made to the Contractor's Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five workdays, acknowledging the reported discrepancies, or, presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within 10 workdays of the receipt of a formal Contract Discrepancy Report.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 INTENTIONALLY OMITTED

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Sub-paragraph 8.1 - Amendments.

6.2 Furnished Items

Refer to Service Exhibit 4 (LAC Lease Contract) of Appendix C for all County furnished items.

CONTRACTOR

6.3 CRTP Manager

- 6.3.1 Contractor shall provide a full-time CRTP Manager or designated alternate. County must have access to the CRTP Manager during regular business hours. Contractor shall provide a telephone number where the CRTP Manager may be reached.
- 6.3.2 CRTP Manager shall act as a central point of contact with the County.
- 6.3.4 CRTP Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. CRTP Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

6.4 General Staffing Requirements

- 6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

- 6.4.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.
- 6.4.3 Linguistic and Cultural Capacity: Any staff performing services under the Contract shall be able to read, write, speak, and understand English in order to conduct business with County. Additionally, Contractor shall ensure there is a sufficient number of ethnically and linguistically diverse staff to meet the cultural and language needs of the community served. Staff shall include professionals, paraprofessionals, and persons with lived experience.
- 6.4.4 Driver's License: Contractor shall maintain copies of current drivers' licenses, including current copies of proof of auto insurance, of staff providing transportation for individuals.
- 6.4.5 Driving Record: Contractor shall maintain copies of driver's Department of Motor Vehicles (DMV) printouts for all of Contractor's drivers providing services under this Contract. Reports shall be available to County upon request. County reserves the right to conduct a DMV check on Contractor's drivers.
- 6.4.6 Experience: Contractor shall be responsible for securing and maintaining staff that have sufficient experience and expertise necessary to provide the services required under this Contract. Contractor shall obtain written verification from a credential assessment agency(ies) with the official power and authority to carry out degree equivalency evaluation for staff with foreign degrees that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education.
- 6.4.7 Documentation: Contractor shall maintain documentation in the personnel files of all professional and paraprofessional staff, interns, and volunteers of: (1) all training hours and topics; (2) copies of résumés, degrees, and professional licenses; and (3) current criminal clearances.
- 6.4.8 Rosters: Contractor shall provide County, at the beginning of each fiscal year and within 30 days of any staff change(s), a roster of all staff that includes: (1) name and positions; (2) work schedules; and (3) facsimile and telephone numbers.
- 6.4.9 Changes: Contractor shall advise the County in writing of any change(s) in Contractor's key personnel, consisting of management and the CRTP Manager, at least 24 hours before proposed change(s), including names and qualifications of new personnel. Contractor shall ensure that no interruption of services occurs as a result of the change in personnel.

6.5 CRTP Staffing Pattern

Contractor shall ensure that the CRTP staffing patterns meet or exceed the minimum requirements for qualified staff and staffing ratios, as specified in the CCR Title 9, including but not limited to, Section 531 and any additional staffing requirements identified in this service exhibit. Contractor, Subcontractor(s), and any business affiliate(s) hired to complete a task(s) in this Contract, shall ensure that the following staff and volunteer requirements are met:

- 6.5.1 CRTP staff shall include a consulting psychiatrist, other professionals, paraprofessionals, and peer support/advocates.
- 6.5.2 CRTPs shall maintain a staffing pattern that requires a minimum of two staff on duty 24/7, with a peak staffing ratio of one staff to every one point six (1.6) individuals during the hours of 8:00 a.m. to 6:00 p.m. daily.
- 6.5.3 CRTPs shall maintain a licensed clinician available on site during normal business hours and on-call at all times.
- 6.5.4 CRTPs shall maintain a family nurse practitioner, under the supervision of the consulting psychiatrist, on site three to four days per week to provide medication assessment/support services, including administration of prescribed medications in an emergency, basic physical healthcare and education, and staff training.
- 6.5.5 CRTPs shall have a policy for physician accessibility during and after normal business hours to ensure adequate coverage for individual care.
- 6.5.6 CRTPs shall have the capacity for flexible staffing above the required minimum based on individualized needs of the individuals.
- 6.5.7 The CRTP Manager and consulting psychiatrist may provide additional coverage when they are on site.

6.6 Uniforms/Identification Badges

- 6.6.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor’s Staff Identification, of the Contract.

6.7 Materials and Equipment

Except for County-issued items in Service Exhibit 4 (LAC Lease Contract) of Appendix C, the purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

6.8 Training

- 6.8.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees that ensures their continued development in all areas required for licensure.
- 6.8.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.
- 6.8.3 Contractor shall provide orientation to all professional and paraprofessional staff, interns and volunteers providing CRTP services prior to their beginning service and shall complete initial training within 30 business days from their start date. Training shall continue throughout an employee's provision of services.

6.9 Contractor's Service Site

- 6.9.1 CRTP services shall only be provided on the premises identified in the Contract, Service Exhibit 3 - Delivery Site Listing - of Appendix C.
- 6.8.2 Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. The Contractor shall respond to calls received by the answering service within 24 hours of receipt of the call.

7.0 HOURS/DAY OF WORK

CRTP services shall be provided 24 hours per day, seven days per week and 365 days per year (24/7/365).

8.0 WORK SCHEDULES

- 8.1 Upon LAC-DMH's request, Contractor shall submit staff work schedules within five business days. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 Upon LAC-DMH's request, Contractor shall submit revised staff work schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to LAC-DMH for review and approval within five working days prior to scheduled time for work.

9.0 UNSCHEDULED WORK

- 9.1 LAC-DMH may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence, or to add to, modify, or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, LAC-DMH must approve the excess cost. In any case, no unscheduled work shall commence without written authorization from LAC-DMH.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact LAC-DMH for approval before beginning the work. A written estimate shall be sent within 24 hours for approval. Contractor shall submit an invoice to LAC-DMH within five working days after completion of the work.
- 9.4 All unscheduled work shall commence on an established, specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself, or assign the work to another Contractor.

10.0 SPECIFIC PROGRAM AND WORK REQUIREMENTS

10.1 Target Population

Contractor shall deliver services to adults 18 years of age and older with mental illness, including, but not limited to individuals with co-occurring substance use disorders who may be incarcerated due to the alleged commission of low level offenses, the incipience of which may be the result of, or associated with, their mental illness (hereafter referred to as individuals); and meet one of the following criteria:

- 10.1.1 Are in a County Hospital PES with significant psychiatric symptoms and have been determined by the PES treatment staff, in collaboration with DMH ICD, to be appropriate for a CRTP; or
- 10.1.2 Are in an acute inpatient setting and have stabilized within days or hours of being on the inpatient unit and the inpatient treatment team working in collaboration with DMH ICD has determined the individual to be appropriate for clinical treatment at a CRTP level of care; or
- 10.1.3 Are in a UCC and at risk of being placed in a higher level of care and have been determined by the UCC treatment team in collaboration with DMH ICD to be appropriate for a CRTP level of care.

NOTE: This list is not exhaustive of the individuals that may be served at a CRTP and DMH ICD will ultimately decide what populations are appropriate for CRTP services.

10.2 Program Requirements

Contractor, in the provision of all CRTP services, shall comply with all CRTP requirements.

10.2.1 Certification and Licensing

10.2.1.1 Contractor shall obtain and maintain licensure as a Social Rehabilitation Facility by the CDSS, as set forth in the California Code of Regulations (CCR) Title 22, Division 6, Chapter 2 for the CRTP.

10.2.1.2 Contractor shall obtain and maintain certification by DHCS as a Short-Term Crisis Residential Treatment Program, as set forth in Welfare and Institutions Code (WIC), Sections 5670, 5670.5 and 5671 and CCR Title 9, Division 1, Chapter 3, Article 3.5.

10.2.1.3 Contractor shall obtain and maintain Medi-Cal certification by the DHCS within seven days of the initiation of services. If Contractor does not meet this timeline and an extension has not been granted, DMH may pursue remedies, including termination of contract and repayment of any expended contract funds.

10.2.2 Referrals and Admissions

10.2.2.1 Contractor shall accept ALL referrals from DMH ICD.

10.2.2.2 Contractor shall accept ALL referrals from a County Hospital PES, an acute inpatient unit, or a UCC, when these individuals are clinically appropriate for CRTP level of care as authorized by DMH ICD.

10.2.2.3 Contractor shall accept ALL referrals by local law enforcement as authorized by DMH ICD.

10.2.2.4 Contractor shall admit ALL referred individuals between the hours of 8:00 a.m. to 5:00 p.m., seven days per week.

- 10.2.2.5 When available, Contractor shall reserve one bed at each facility each morning by 10 am daily exclusively for the use of appropriate referrals from the DMH ICD.
- 10.2.2.6 Contractor shall provide intake appointments within four hours of the individual's admission or, if after hours, by noon on the next day.
- 10.2.2.7 If/when Contractor declines to admit a referral by DMH ICD, the Contractor shall notify DMH ICD in writing and detail the reason(s) for the rejection within 24 hours of receiving the referral. The final decision not to admit will be made collaboratively between Contractor, DMH ICD, the conservator, and where possible and appropriate, the family.
- 10.2.2.8 Contractor shall adhere to DMH policy and procedures regarding admissions and discharges from CRTPs, risk management, and participation in quality improvement activities.

10.2.3 Basic Service Requirements

- 10.2.3.1 Contractor shall provide a safe and home-like environment with adequate light, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding at least once per week to a maximum of 16 individuals per site.
- 10.2.3.2 Contractor shall provide at least three balanced and complete meals each day as well as two nutritious snacks per day.
- 10.2.3.3 Contractor shall provide 24-hour supervision of all individuals by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications.
- 10.2.3.4 Contractor shall provide each individual with activities that encourage socialization and recreation within the program and the general community, and which link individuals to non-mental health community resources which are available after leaving the program.
- 10.2.3.5 Contractor shall establish, maintain and comply with policies and procedures for responding to suicide

risks, threats, acts of violence, and refusal to participate in treatment.

- 10.2.3.6 Contractor shall establish, maintain and follow a “no discrimination” policy for individuals with a mental illness who have co-occurring disorders, including individuals with physical health problems, developmental delays, low literacy, substance use or other issues, who can safely reside in a CRTP.
- 10.2.3.7 Contractor shall collaborate with other departments or entities (e.g., Regional Center, County Department of Health Services) in order to ensure individuals’ access to needed services.
- 10.2.3.8 Contractor shall establish relationships, whether formal or informal, with other community agencies and/or resources that serve individuals to promote individuals’ well-being and assist in achieving individuals’ goals.

10.3 CRTP Services

Contractor shall provide and claim for CRTP services that are allowed under Mode 05, Service Function Codes (SFC) 40-49. Contractor shall provide CRTP services directly as follows:

- 10.3.1 Assessment and Mental Health Services: Assessment refers to an analysis of the history and current status of mental, emotional or behavioral disorder. Mental Health Services refers to individual and group therapies and interventions designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency. Contractor designs, supports and implements services that are client and family-driven, when appropriate, and strength-focused.
- 10.3.2 Individualized Treatment Plan: Each individual served shall participate in the development of an individualized plan, focused on recovery and wellness principles. This plan shall include activities and services that will reduce unnecessary hospitalizations and promote community re-integration.
- 10.3.3 Culturally and Linguistically Appropriate Services: These are services delivered by professional and paraprofessional staff with similar cultural and linguistic backgrounds to those of the population(s) being served. Service providers shall understand and utilize the strengths of culture in service delivery and incorporate

the languages and cultures of their clients into the services that provide the most effective outcomes.

- 10.3.4 Medication Evaluation and Support: These are services provided by physicians and nurses to evaluate an individual's need for psychiatric medication and administration, as well as monitoring clients' status when appropriate. Medication Evaluation and Support Services are provided by staff who prescribe, administer, dispense, and monitor the psychiatric medications necessary to alleviate the symptoms of mental illness.
- 10.3.5 Evidence-based and Emerging Effective Practice Models: Evidence-based practices are interventions and there is consistent empirical evidence showing that these interventions are effective in improving client outcomes. Emerging effective practices include those promising and emerging service delivery practice models that have the potential to become evidence-based practices over time as they are further documented and researched. These practices shall form the basis of the services provided by the Contractor.
- 10.3.6 24/7 Assessment and Crisis Services: These are services rendered to, or on behalf of, a client for a condition that requires a timelier response than a regularly scheduled visit. Contractor shall work collaboratively with DMH Psychiatric Mobile Response Team or Service Area (SA) Mobile Crisis Teams to provide crisis response as necessary, before law enforcement intervenes or involuntary assessment at a County hospital PES or UCC is required.
- 10.3.7 Co-Occurring Services: These are services for individuals with a primary diagnosis of mental illness who have co-occurring disorders such as substance use, physical health difficulties, cognitive disorders and developmental disabilities. This includes individual and group interventions.
- 10.3.8 Self Help and Family Support Groups: These are services for clients and family members/conservators to develop an on-going support network, provide information on recovery-based practices, and support clients' transition to living independently in the community, including, but is not limited to peer support and advocacy groups.
- 10.3.9 Case Management and Linkage: These services are consistent with the Medicaid/Medicare definition for Targeted Case Management: services that assist a client to access needed medical, education, social, pre-vocational, vocational, rehabilitative, or other community services. Multidisciplinary staff provides

linkage and transition to necessary community supports, based on assessments conducted at the time of admission to the program.

- 10.3.10 Transportation Services: Transportation to agency referrals while in the program or to housing at the time of discharge by means of bus fare/pass, Contractor's passenger vanpool, or private vendor when needed. These services also support the development of clients' independent use of transportation resources.
- 10.3.11 Housing Placement Services: These services assist clients to access emergency, transitional, temporary, and permanent housing. Services may include ensuring that individuals are placed in the least restrictive housing possible and preferred by the client, family, or conservator upon discharge from the program.
- 10.3.12 Physical Health Care Services: Basic physical health assessment, including assessment of symptoms related to co-occurring mental health and substance use disorders. This includes arrangements to ensure rapid access to emergency medical care for individuals in a health crisis, and referrals to ensure follow-up treatment so that their needs for treatment, including preventative care, are addressed in a timely manner.
- 10.3.13 Benefits Establishment and Services to the Uninsured: These are services designed to assess individuals' financial status, identify all benefits to which they may be entitled (e.g., Medicaid, Medicare) and perform all actions with or on behalf of clients who do not have entitlements, insurance, or income at the time of admission to ensure entitlements and/or low-cost or no-cost services for which they may qualify are established while clients receive services.
- 10.3.14 Representative Payee and Money Management: These are services for individuals without conservatorships who have been determined to be unable or unwilling to manage their financial resources, including banking, bill-paying and budgeting services.
- 10.3.15 Education, Pre-vocational and Employment Services: These are services that assist clients with access and linkage to educational, prevocational and employment opportunities.
- 10.3.16 Independent Living Skills: These are services that teach individual independent living skills.
- 10.3.17 Discharge Planning and Linkage: These are services provided to clients to ensure linkage and engagement with mental health services and supports in the community on discharge from the program.

10.4 Time Limit and Discharges from CRTP Services

- 10.4.1 The anticipated length of stay of an individual in the CRTP is 10-14 days. However, consistent with CCR, Title 9, Division 1, Chapter 3, Section 531 (a)(1), the individual's planned length of stay in the CRTP shall be in accordance with the individual's assessed needs, but shall not exceed 30 days, unless circumstances require a longer length of stay to ensure successful completion of the treatment plan and appropriate referral period. Any stay by the individual at the CRTP beyond the initial 30 days must be pre-authorized by DMH ICD. In no event shall the length of stay exceed three months.
- 10.4.2 Contractor shall ensure that prior to the individual's discharge the individual is linked to Mental Health Services Act (MHSA), Full Service Partnerships (FSP), or other mental health providers that will address mental health services and supports, housing, education, and employment on an ongoing basis.
- 10.4.3 Contractor shall notify DMH ICD immediately when Contractor determines that residing in the CRTP is no longer a viable option for the individual. Contractor and DMH ICD shall work collaboratively to ensure that the individual is referred to the level of care that meets the individual's specific needs.

11.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

12.0 CRTP OUTCOMES, PERFORMANCE MEASURES AND PERFORMANCE REQUIREMENTS SUMMARY

12.1 CRTP Outcomes

Contractor shall ensure the CRTP is designed to produce the following outcomes for individuals served by CRTPs. This list is not exhaustive and may be subject to change:

- 12.1.1 Reduced utilization of UCCs, hospital psychiatric emergency rooms, inpatient units, and a reduction in incarceration;

- 12.1.2 At least 75% of individuals who complete treatment with the CRTP shall not be readmitted within 30 days or return to a County or community hospital emergency department;
- 12.1.3 Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment;
- 12.1.4 Improvement in participation rates in outpatient mental health services, case management services, supportive residential programs and intensive services programs; and
- 12.1.5 Satisfaction (when appropriate) with the crisis residential services received as expressed by individuals within the program and their family members.

12.2 Performance Measures

- 12.2.1 Contractor shall ensure CRTP operations are aligned with the 9 Performance-based Criteria identified in Appendix C - Service Exhibit 2 (Performance-Requirements Summary Chart). These measures assess the Contractor's ability to provide the services, as well as the ability to monitor the quality of services.
- 12.2.2 Contractor shall maintain processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels. Should there be a change in federal, State and/or County policies/regulations, DMH will advise the Contractor of the revised Performance-based Criteria with 30 days' advance notice.
- 12.2.3 Contractor shall demonstrate that 100% of the admissions into the reserved beds were diversions from acute inpatient psychiatric hospitals, referrals from mental health urgent cares, or step-downs from acute inpatient settings.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into this [redacted] day of [redacted], 2021.

BY AND BETWEEN

COUNTY OF LOS ANGELES,
a body corporate and politic ("Licensor" or
"County,")

AND

("Licensee").

RECITALS:

A. County is the owner of certain real property commonly known as the [redacted] located at [redacted] (the "Property"). The Property contains a building ("Building") located at the same address.

B. The Building contains: (i) [redacted], and (ii) [redacted], all to be located within the Licensed Area (defined below) to provide services for individuals 24 hours per day for a [redacted] year term until [redacted] 20[redacted], in accordance with the Scope of Work (as defined in Section 1.2 below).

C. Accordingly, the County shall license to Licensee the Licensed Area in the Building, which is not required exclusively for County use.

D. This License is by and between the County and Licensee and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Licensee. County does not grant or delegate to Licensee hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to the Licensed Area.

E. Prior to the commencement of this License, County and Licensee shall enter into that certain [redacted] (the "Agreement"), for [redacted] at the Property within the Licensed Area (defined below), as more particularly contemplated therein and in this License.

F. In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.1 County hereby provides an exclusive License to Licensee and Licensee hereby agrees to the use upon the terms and conditions hereinafter set forth, for the use of approximately [redacted] square feet within the Building, along with the non-exclusive use of certain common areas of the Building and other areas of the Property in order to meet the Licensee's obligations under this License, all as shown on Exhibit A, attached hereto and incorporated herein by reference (the "Licensed Area").

1.2. The Licensed Area shall be used only by the Licensee for the purpose of [REDACTED] as more particularly described in the scope of work in Exhibit B ("Scope of Work"), attached hereto and incorporated herein by reference, during the license Term (as defined below) and such other purposes as are related thereto.

1.3 Licensee acknowledges that Licensee has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof and incorporated herein by this reference.

1.4 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest, or resist said title.

1.5 Any County equipment, furniture, and personal property existing on or in the Licensed Area as of the commencement date of this License shall remain the property of County. Licensee accepts such equipment, furniture, and personal property in "as is" condition, and Licensee shall assure that such equipment, furniture and personal property shall be used only by staff who are properly trained and who have demonstrated competence in its use. No additional County equipment, furniture, or personal property shall be provided to Licensee by County unless first approved by the Los Angeles County Board of Supervisors in the form of an amendment hereto or by separate agreement. Licensee shall be solely responsible at its sole cost and expense for any supplies, materials, equipment or furniture necessary for the provision of the services pursuant to this License and the Scope of Work.

2. TERM

2.1 The term of the License shall commence upon execution of this License by the County (the "Commencement Date") and terminate on [REDACTED] (the "Term").

2.2 The County shall have the option of terminating this License at will upon giving Licensee notice in writing. The County will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled by the County in the event of an emergency or unsafe condition.

2.3 Subject to Section 10 of this License, in the event of any default by Licensee under this License or the Agreement, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to County at law or in equity, County shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by County. If County shall elect to terminate this License, then it may recover any or all amounts from Licensee as provided under California law.

3. CONSIDERATION

Consideration for this License is Licensee's compliance with the terms and conditions contained herein and in the Agreement and any other amounts due under the terms of this License.

4. USE

Licensee shall use the Licensed Area to provide substance use disorder ("SUD") services in accordance with the attached Scope of Work. For SUD residential services, this includes the use of 99 beds. For SUD Respite and Recovery Center, this includes 33 beds in addition to providing meals, services, and other related services outlined in the Scope of Work/Agreement. Licensee shall be responsible for all persons and invitees, guests, agents, employees, clients, and contractors ("Licensee's Parties") that it allows to visit or occupy the Licensed Area and shall be liable to County for all acts of such Licensee's Parties. County shall not be liable for damages or any error with regard to the admission to or exclusion from the Licensed Area, of any Licensee's Parties. Licensee's use of the Licensed Area shall be in compliance at all times with the Building Rules and Regulations attached hereto and incorporated herein as Exhibit C and operational standards ("Standards") provided in the approved building plans attached hereto and incorporated herein as Exhibit D, including but not limited to the Approved Fire Safety and Evacuation Plans and any approved health and safety plan.

5. OPERATING RESPONSIBILITIES

5.1 Compliance with Legal Requirements. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances, all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits, regulatory agency approvals and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction thereover.

5.2 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the County.

5.3 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges, which may be made for the removal thereof

5.4 Security Devices. The Licensee shall be responsible for securing the Licensed Area.

5.5 Utilities. County shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, except for communication, audio, video, data and internet lines, equipment, or access ("Data Lines"). Licensee will be responsible for paying for any Data Lines that may be needed, if required. Subject to Section 6 and 7, County shall provide access to the Building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

5.6 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

5.7 Hazardous Materials. Licensee hereby warrants and represents that it shall comply with all Federal, State and local laws and regulations concerning Licensee's use, release, storage and disposal of Hazardous Substances on the Property. For purposes of the License, the phrase "Hazardous Substances" shall be deemed to include hazardous, toxic or radioactive

substances as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or related defined phrase in any successor or companion statutes, and crude oil or byproducts of crude oil, other than crude oil which exists on the Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

5.8 No Requirement to Refer. This License shall not restrict Licensee, or its affiliated healthcare professionals, from referring patients to any individual or entity deemed appropriate based on clinical judgment.

6. REPAIRS AND MAINTENANCE:

6.1 Repair Obligations. Except for County's obligations under Sections 6.2, and subject to the replacement provisions set forth in Section 6.3, a facilities management services agency contracted by the County (the "Facilities Management Services Agency") shall at all times, keep, maintain, clean, repair, and preserve the entirety of the Licensed Area. Licensee agrees to take all reasonable steps to collaborate with the contracted Facilities Management Services agency to ensure the Licensed Area(s) are maintained in good order, condition and repair. Such maintenance and repairs shall be performed with due diligence, lien-free and in a good and workmanlike manner.

6.2 County's Repair Rights and Obligations. Except as provided in this Section 6.2 below, County has no obligation whatsoever to alter, remodel, improve, repair, renovate, retrofit, replace, redecorate or paint all or any part of the Licensed Area(s). The contracted Facilities Management Services agency shall be engaged by Licensee for any and all repairs needed in the Licensed Area(s) and these shall be approved by County before any changes occur. Licensee waives the right to make repairs at County's expense under any law, statute or ordinance now or hereafter in effect (including the provisions of California Civil Code Section 1942 and any successive sections or statutes of a similar nature), it being agreed that Licensee and County have by this License made specific provisions for such repairs and have defined their obligations relating thereto. If Licensee fails to perform Licensee's obligations under Section 6.1 hereof, or under any other provision of this License, then County shall have the option (but not the obligation) to enter upon the Licensed Area(s) after thirty (30) days' prior written notice to Licensee, or in the case of an emergency immediately without prior notice (provided County agrees to give as much notice as reasonably practicable under the circumstances), to perform, such obligations on Licensee's behalf necessary to return the Licensed Area(s) to good order, condition and repair, whereupon the reasonable costs actually incurred by County shall become due and payable to County, upon demand.

Notwithstanding anything above to the contrary, promptly following written notice thereof from Licensee, County shall, at its cost and through the contracted Facilities Management Services agency, repair and maintain the mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building in general, exterior walls, foundations and other structural portions of the Building, including, without limitation, the roof (including the roof membrane); provided, however, to the extent such maintenance or repairs are required as a result of any act, neglect, fault or omission of Licensee or any of Licensee's Parties (subject to the mutual waiver of subrogation set forth in Section 7) or otherwise made necessary due to Licensee's specific use (as opposed to general occupancy of the Licensed Area), Licensee shall pay to County within thirty (30) days of receipt by Licensee of written demand from County, as additional rent, the actually-incurred costs of such maintenance and repairs.

6.3 Replacements. Licensee shall not replace nor repair any County-issued equipment. When and if replacements are needed, Licensee shall engage the contracted Facilities Management Services agency.

6.4 Condition of Parking Area. The maintenance, cleaning and repair of the parking area, which is the parking structure on the Property owned in fee by County ("Parking Area"), is the sole responsibility of the County's Department of Health Services. Licensee does not have any responsibility related to the Parking Area. The contracted Facilities Management Services agency shall coordinate Parking Area assignments with Licensee and the County's Department of Health Services.

6.4 Condition of Licensed Area. Licensee acknowledges and agrees that, except to the extent otherwise specifically set forth in this License, County has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever concerning or with respect to (a) the value, nature, quality or condition of the Licensed Area; (b) the suitability of the Licensed Area for any and all activities and uses which Licensee may conduct thereon; (c) the compliance of the Licensed Area with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, without limitation, environmental laws (collectively, "Laws"); (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Licensed Area; (e) the manner or quality of the construction or materials incorporated into the Licensed Area; (f) the manner, quality, state of repair or lack of repair of the Licensed Area; or (g) any other matter with respect to the Licensed Area. Licensee further acknowledges and agrees that, except to the extent specifically set forth in this License, the leasing of the Licensed Area as provided for herein is made on an "AS-IS" condition and basis with all faults. County shall have no liability or responsibility for any latent or patent defects in the Licensed Area. Except for damages arising from County's failure to perform its obligations under Section 6.2, Licensee and anyone claiming by, through or under Licensee hereby fully and irrevocably releases County from any and all claims that it may now have or hereafter acquire against County for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including, but not limited to, environmental matters, now or hereafter affecting the Licensed Area. This release includes claims of which Licensee is presently unaware or which Licensee does not presently suspect to exist in its favor which, if known by Licensee, would materially affect Licensee's release of County.

6.5 Alterations. Licensee shall not make alterations, repairs, additions or improvements or install any cable (collectively referred to as "Alterations"). Should Licensee require Alterations necessary for the provision of care and services pursuant to the Scope of Work, Licensee must make the request in writing to the County Department that administers Licensee's Agreement to obtain prior approval. The contracted Facilities Management Services Agency will be notified by the County to make the Alteration(s) at the Licensee's sole cost and expense.

7. INDEMNIFICATION AND INSURANCE REQUIREMENTS: During the term of this License, the following indemnification and insurance requirements shall be in effect.

I. INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the County, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected

with the Licensee's repair, maintenance and other acts and omissions arising from and/or relating to the Licensee's use of the Property.

The County shall indemnify, defend and hold harmless the Licensee from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the County's repair, maintenance and other acts and omissions arising from and/or relating to the County's ownership of the Property.

II. GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

Without limiting the Licensee's indemnification of Licensor and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities, which may arise from or relate to this License.

A. Evidence of Coverage and Notice to Licensor

- Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming Licensor and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to Licensor at the address shown below and provided prior to the start day of this License.
- Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. The Licensor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty five thousand (\$25,000.00) dollars, and list any Licensor required endorsement forms.
- Neither the Licensor's failure to obtain, nor the Licensor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate
320 West Temple Street, 7th Floor
Los Angeles, CA 90012

Licensee also shall promptly notify Licensor of any third party claim or suit filed against Licensee, which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.

B. Additional Insured Status and Scope of Coverage

The Licensor, which is the County of Los Angeles, its Special Districts, elected officials, officers, agents, employees and volunteers (collectively County and its Agents), shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the Property.

Licensor's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor as an additional insured, even if they exceed the Licensor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance

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

D. Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License, upon which County immediately may suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance and without further notice to Licensee, pursue Licensee reimbursement.

Use of the Licensed Area shall not commence until Licensee has complied with the insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

E. Compensation for County Costs

In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

F. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Licensor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Licensor.

G. Licensee's Insurance Shall Be Primary

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

H. Waiver of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its and its insurer(s) rights of recovery against Licensor under all required insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to affect such waiver.

I. Deductibles and Self-Insured Retentions (SIRs)

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

J. Claims Made Coverage

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

K. Application of Excess Liability Coverage

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

L. Separation of Insureds

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

M. Licensors Review and Approval of Insurance Requirements

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

III. INSURANCE COVERAGE TYPES AND LIMITS

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

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

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

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Commercial Property Insurance. Such insurance shall:

- Provide coverage for Licensor's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Licensee and Licensor as their interests may appear.

E. Crime Coverage: Insurance within amounts not less than \$1,000,000 covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

F. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or

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

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

8. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

9. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act. Licensee certifies and agrees that all persons invited on the Property by Licensee shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment and Housing Act.

10. DEFAULT: REMEDIES

10.1 Defaults by Licensee.

The occurrence of any of the following shall constitute a default under this License by Licensee:

- (a) Any failure by Licensee to pay rent when due, if any, if such failure continues for ten (10) business days after written notice has been given to Licensee;
- (b) Any failure by Licensee to observe and perform any other provisions of this License or the Agreement to be observed and performed by Licensee, when such failure is curable and continues uncured for thirty (30) days after written notice by County to Licensee; provided that if the nature of the default cannot be reasonably cured within thirty (30) days, Licensee shall not be deemed in default if it shall commence or cause commencement of curing such default within such 30-day period and diligently prosecutes or causes diligent prosecution of same to completion;
- (c) The abandonment or vacation of the Property and/or the cessation of business by Licensee at the Property;

- (d) Licensee's interest in this License or in all or a part of the Property is taken by process of law directed against Licensee, or becomes subject to any attachment at the instance of any creditor of or claimant against Licensee, and such attachment is not discharged within thirty (30) days;
- (e) Licensee (i) is unable to pay its debts generally as they become due (including, but not limited to, the rent, if any); (ii) makes an assignment of all or a substantial part of its property for the benefit of creditors; (iii) convenes or attends a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium on or extension or consolidation of its debts; (iv) applies for or consents to or acquiesces to the appointment of a receiver, trustee, liquidator, or custodian of Licensee's or of all or a substantial part of Licensee's property or of the Property or of Licensee's interest in this License; or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under the Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, or relief of debtors or an arrangement with creditors, or takes advantage of any insolvency law or files an answer admitting the material allegations of a petition filed against such party in any bankruptcy, relief, reorganization, or insolvency proceedings;
- (f) The filing by a third party against Licensee of a petition seeking reorganization of Licensee or relief of debtors under the Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, or relief of debtors or appointing a receiver, trustee, liquidator, or custodian of Licensee for of all or a substantial part of Licensee's property or of the Property or of Licensee's interest in this License, or adjudicating Licensee as bankrupt or insolvent, and such order, judgment, or decree will not be vacated, set aside, or dismissed within thirty (30) days from the date of entry; and/or
- (g) Failure by Licensee to materially observe and perform any material provisions of this License to be observed and performed by Licensee, where such failure is not curable.

The notices required under this Section 10 are the only notices required to be given by County to Licensee in the event of Licensee's default and are not in addition to any statutory notices otherwise required by the unlawful detainer statutes of California.

10.2 Termination of License and Remedies.

In the event of any default by Licensee, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to County at law or in equity, County shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by County. If County shall elect to terminate this License, then it may recover any or all amounts from Licensee as provided under California law.

10.3 County's Right to Cure Licensee's Defaults.

County may at any time after Licensee commits an act of default pursuant to this License, upon ten (10) days' notice, or a shorter period if additional damage may result, cure such act of default for the account and at the expense of Licensee.

10.4 Remedies Cumulative.

All rights and remedies of County under this License shall be nonexclusive of and in addition to any other remedy available to County at law or in equity.

11. WAIVER

11.1 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

11.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

12. SURRENDER

Upon any termination of this License, whether by lapse of time, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Licensee shall immediately surrender possession of the Licensed Area and all buildings and improvements on the same to County in good and tenantable repair, reasonable wear and damage from fire or other casualty or peril excepted.

13. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County, and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

or such other place as may hereinafter be designated in writing to the County by Licensee.

Notice served by mail upon County shall be addressed to:

County of Los Angeles
Chief Executive Office
Real Estate
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attn: Dean Lehman, Senior Manager

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's Parties, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

17. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

18. SOLICITATION OF CONSIDERATION

17.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent who has had any involvement in the negotiation, consummation or administration/management of a license.

17.02 Licensee shall immediately report any attempt by a County officer, employee or agent 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 Employee Fraud Hotline. Failure to report such solicitation may result in the License being terminated.

19. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

20. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

21. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

22. TAXATION OF LICENSED AREA

22.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges, which at any time may be levied, by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

22.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area, which Licensee is, obligated to pay, Licensee will be in default of the License.

22.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

23. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders

shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

25. ELECTRONIC SIGNATURE/COUNTERPARTS

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered had been signed using a handwritten signature. County and Licensee (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

26. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles has caused this License to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

LICENSEE:

By: _____
Name: _____
Its: _____

COUNTY OF LOS ANGELES:

FESIA A. DAVENPORT
Chief Executive officer

By: _____
Joseph M. Nicchitta
Chief Deputy

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy

EXHIBIT A
LICENSED AREA LAYOUT

SAMPLE

EXHIBIT B
SCOPE OF WORK

SAMPLE

EXHIBIT C

(BUILDING RULES AND REGULATIONS)

The following rules and regulations shall apply to the Licensed Area, the parking areas associated therewith, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by Licensee or its invitees, guests, agents and contractors ("Occupants") or used by any Occupant for purposes other than ingress and egress to and from their respective licensed area and for going from one to another part of the Building as applicable.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Occupants, shall be paid by Licensee.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Licensed Area, Building without the prior written consent of County.

4. County shall provide all door locks in the Licensed Area, and Licensee or Occupants shall not place any additional door locks in the Licensed Area. County shall furnish to Licensee a reasonable number of keys to the Licensed Area, and Licensee shall not make duplicates thereof. Licensee must, upon the termination of Licensee's occupancy, restore to County all keys of offices and toilet rooms, mailboxes, either furnished to or otherwise procured by Licensee and, in the event of the loss of any keys so furnished, Licensee shall pay to County the cost thereof.

5. Movement in or out of the Licensed Area or Building of furniture or equipment, or dispatch or receipt by Licensee of any bulky material, merchandise or materials shall be conducted in a safe manner. Licensee assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of County if damaged or injured as a result of acts in connection with carrying out this service for such Licensee.

6. Licensee shall not place a load upon any floor of the Licensed Area which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. County shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by County, stand on such platforms as determined by County to be necessary to properly distribute the weight, which platforms shall be provided at Licensee's expense. Business machines and mechanical equipment belonging to Licensee, which cause noise or vibration that may be transmitted to the structure of the Licensed Area or to any space therein to such a degree to be objectionable to County, shall be placed and maintained by Licensee, at Licensee's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Licensed Area must be acceptable to County. County will not be responsible for loss of, or damage to, any such

equipment or other property from any cause, and all damage done to the Licensed Area, the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Licensee.

7. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (other than service animals) shall be brought into or kept in, on or about the Property.

8. Licensee and Occupants shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Building.

9. No machinery of any kind shall be operated by Licensee/Occupants in the Licensed Area without County's prior written consent, nor shall Licensee use or keep in the Building any flammable or explosive fluid or substance.

10. County will not be responsible for lost or stolen personal property, money or jewelry from the Licensed Area, Building or Campus or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

11. Licensee/Occupants may not enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Building unless accompanied by County employee(s), unless required in case of emergency or to access Data Lines. Licensee shall not modify, damage, or repair any electrical or mechanical building systems, without the express written permission of County.

12. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky.

13. Canvassing, soliciting or peddling in or about the Licensed Area, Building s prohibited and Licensee shall cooperate to prevent same.

14. County reserves the right to prevent access to the Licensed Area, Building n case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

15. Licensee shall not sell, or permit the sale of newspapers, magazines, periodical or any other goods or merchandise to the Occupants or general public in or on the Licensed Area, Building. Licensee shall not use the Licensed Area for any business or activity other than that specifically provided for in this License.

16. Licensee shall not install any radio or television antenna, loudspeaker or other devices on the roof or exterior walls of the Licensed Area, Building. Licensee/Occupants shall not go upon the roof of the Building.

17. Licensee shall not mark, drive nails, screw or drill into the partitions, walls, woodwork or plaster or in any way deface the Licensed Area or any part thereof, except in accordance with the provisions of the License pertaining to alterations. Licensee shall not cut or bore holes for wires. Licensee shall not affix any floor covering to the floor of the Licensed Area in any manner except as approved by County. Licensee shall repair any damage resulting from noncompliance with this rule.

18. Licensee shall store all its trash and garbage within the Licensed Area or in other facilities provided by County. Licensee shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by County.

19. The Licensed Area or Building, shall not be used for the storage of merchandise held for sale to the general public, or for manufacturing of any kind, nor shall the Licensed Area, Building be used for any improper, immoral or objectionable purpose. No cooking shall be done or permitted within the Licensed Area or, Building except the use by Licensee of Underwriter's Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages or use of microwave ovens shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and such equipment does not adversely impact or damage the electrical outlets, panels or systems.

20. Without the written consent of County, Licensee shall not use the name of the Building in connection with or in promoting or advertising the business of Licensee.

21. Licensee shall comply with all safety, fire protection and evacuation procedures and regulations established by County or any governmental agency from time to time.

22. No firearms of any kind shall be permitted within the Licensed Area, Building.

23. Licensee/Occupants shall not obstruct, alter, or in any way impair the efficient operation of County's heating, ventilating and air-conditioning system.

24. Licensee shall not waste electricity or water and agrees to cooperate fully with County in implementing conservation measures.

25. Licensee shall give County prompt notice of any accidents or defects in the water pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

26. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the License Agreement between County and Licensee.

27. County reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Licensed Area, Building and for the preservation of good order therein. Licensee agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.

28. Licensee shall be responsible for the observance of all of the foregoing rules by Licensee's employees, agents, clients, customers, invitees and guests.

SAMPLE

EXHIBIT "D"
OPERATIONAL STANDARDS

SAMPLE

SAMPLE