

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

February 1, 2011

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#16 FEBRUARY 1, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZATION TO ACCEPT FUNDING FROM
CLARE FOUNDATION, INC.
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

Request approval to accept funds from Clare Foundation, Inc., to offset seventy-five percent (75%) of the cost of a Psychiatric Social Worker I position to serve individuals who are chronically homeless, living with mental illness and struggling with substance abuse.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health, or his designee, to sign and execute two Agreements provided by Clare Foundation, Inc. (Clare), substantially similar to Attachment I and Attachment II, to receive funds to offset seventy-five percent (75%) of a Psychiatric Social Worker I (PSW I) for Fiscal Year (FY) 2010-11 and FY 2011-12, in the amount of \$119,373.
2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future Agreements, if additional funding is available, and Amendments to the Agreements provided that: 1) changes are to modify operations to improve efficiencies and/or add clarity; 2) revisions and new provisions are consistent with the related funding Agreements; 3) approval of County Counsel, or designee, is obtained prior to any such Amendments and/or new Agreements; and 4) the Director notifies your Board and the Chief Executive Officer (CEO) of Amendments and/or new Agreements in writing within 30 days after the execution of each Amendment and/or new Agreement.

"To Enrich Lives Through Effective And Caring Service"

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Clare has been awarded the Community Bridges Program grant by the Substance Abuse and Mental Health Services Administration (SAMHSA) for the period of September 30, 2006, to September 29, 2011. The Community Bridges Program grant provides mental health services for chronically homeless adults living with mental illness with substance abuse issues in West Los Angeles. Clare selected Edelman Mental Health Center (Edelman) as a partner in fulfilling the objectives of the grant due to its geographical proximity and expertise in providing mental health services.

Board approval of the recommended actions will allow the Department of Mental Health (DMH) to be reimbursed by Clare 75% of the cost of one ordinance position at the level of a PSW I at Edelman to serve clients referred by Clare who are chronically homeless, living with mental illnesses and struggling with substance abuse. The PSW I ordinance position is included in the DMH budget. The grant funding from Clare will be used to offset the cost of the ordinance position.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The amount for the five-year agreement with Clare is \$295,425 effective from September 30, 2006, through September 29, 2011. To date, the Department has invoiced and received \$176,052 which offset 75% of the salary of a PSW I, excluding employee benefits, for three fiscal years. The remaining grant amount of \$119,373 will continue to offset 75% of the salary of the full-time PSW I position, excluding employee benefits, for FY 2010-11 and FY 2011-12.

DMH will over realize the revenue for the receipt of the grant funds in FY 2010-11. Funding for FY 2011-12 will be included in the annual budget process.

There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreements with Clare cover a five-year period from September 30, 2006, to September 30, 2011. On June 29, 2007, DMH entered into the first of five Agreements with Clare. Thus far, a total of three Agreements have been executed with Clare covering FY 2006-07 through FY 2009-10 for provision of mental health services for Clare clients, and a total of \$176,052 has been received by DMH for services rendered.

The Agreements format provided by Clare is not in accordance with a standard County Agreement and contain language permitting Clare to examine and audit the necessary books, records, and documents to verify all costs incurred in performing contracted services. DMH will also provide Clare with data, information, tracking and charting for program participants for the duration of the Agreements, ending September 29, 2011.

The Agreements also require the County to maintain General Liability, Business Auto Liability,

Workers' Compensation and Employers Liability Insurance during the term of the Agreements.

Additionally, the Agreements contain a General Liability provision, stating County shall indemnify and hold Clare and its Board Members, administrators, employees, agents, attorneys, and contractors harmless against all liability, loss, damage, and expense (including reasonable attorney's fees) resulting from or arising out of the Agreements or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by LAC-DMH, including, without limitation, its agents, employees, subcontractor or anyone employed directly or indirectly by it. This indemnification shall apply even in the event of the act, omission, fault, or any negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).

The Agreements have been approved as to form by County Counsel. The proposed actions have been reviewed by the CEO.

CONTRACTING PROCESS

Clare selected DMH to fulfill the objectives of the Community Bridges Program grant funded by SAMHSA based on its expertise in serving individuals who are chronically homeless, living with mental illness and struggling with substance abuse in West Los Angeles (Service Area 5).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

DMH's participation in the Community Bridges Program grant will allow DMH to be an integral participant in this multi-agency partnership in addressing the multiple needs of the chronically homeless individuals suffering from mental health and substance abuse issues in West Los Angeles.

The Honorable Board of Supervisors
2/1/2011
Page 4

Respectfully submitted,

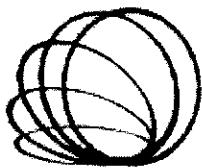
A handwritten signature in black ink, appearing to read "Mg Southard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

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

MJS:RK:CCS:KW

Enclosures

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

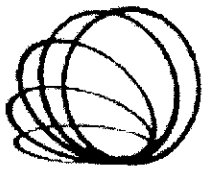


GRANT-CONTRACT AGREEMENT
FOR
CLARE COMMUNITY BRIDGES PROGRAM
YEAR 4 OF 5

This agreement is entered into between the County of Los Angeles-Department of Mental Health (LAC-DMH) and the **CLARE Foundation Inc. (CLARE)** for the purpose of providing integrated services for dually diagnosed individuals who have lived on the streets in Los Angeles County in the West Los Angeles Geographic Area (Service Area 5) for five or more years. It is recognized that the provisions of this Agreement shall be construed in a manner not inconsistent with the applicable statutes and regulations by the Department of Health and Human Services (DHHS) and all requirements in the Request for Application (RFA) document.

In furtherance of the foregoing purpose, LAC-DMH and CLARE agree as follows:

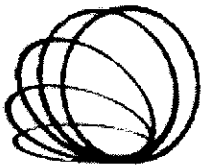
1. **Term of Agreement.** This Agreement shall be effective from September 30, 2006 through September 29, 2011. This is a five year grant divided into 5 renewable budget periods. Year four is from September 30, 2009 through September 29, 2010. Recommended future year total cost support, subject to availability of funds and satisfactory progress of the project.
2. **Agreement Amount and Payments.** CLARE subcontracts with LAC-DMH in the amount of **\$59,085** per year as referenced in #1 above. This amount will support seventy-five percent (75%) of the salary (excluding employee benefits) of a Psychiatric Social Worker I (PSWI) to provide all subcontracted mental health services to Community Bridges participants. Payments will be made quarterly after the submission of a Financial Status Report, Standard Form 269 (long form) for the quarter just completed. Unallocated payments for previous years of this agreement can be applied to current/future years of this agreement. Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that CLARE, SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review annually on grants with significant amounts of Federal funding.
3. **Locations and Services.** LAC-DMH will provide intensive mental health treatment for all Community Bridges participants at Edelman Mental Health Center (Edelman MH) located in West Los Angeles at 11080 W. Olympic Blvd, Los Angeles, CA 90064. Community Bridges participants will receive all mental health services at Edelman MH from a Psychiatric Social Worker I (PSW I). The PSW I will provide participants with an array of direct and indirect mental health services, including: **1)** performing the five page (5-page) psycho-social assessment; **2)** linkage and support for successful transition within program components; **3)** weekly case conferences; **4)** collection of information/data, tracking, and charting of client progress/status.
4. **Standard Terms of Award.** **1)** This grant agreement is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Grant Award. Refer to the order of precedence in Block 16 on the Notice of Grant Award. **2)** The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients. **3)** Grants funds cannot be used to supplant current funding of existing activities. **4)** The recommended future support as indicated on the Notice of Grant Awarded reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable. **5)** By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$181,100 annually. **6)** "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material. **7)** Accounting Records and Disclosure - Awardees and sub-recipients must maintain records with adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and



authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and onsite program review annually on grants with significant amounts of Federal funding.

8) Per 45 CFR 92.34 any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income. **9)** A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at www.whitehouse.gov/wh/eop/omb. **10)** The DHHS Appropriations Act requires that to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American made. **11)** Program Income accrued under the award must be accounted for in accordance with (45CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form). Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b) (1)) or (45 CFR 92.25(g) (2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB administrative requirements. **12)** Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA. **13)** Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. **14)** None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug. **15)** Refer to the back of the Notice of Grant Awarded for information regarding grant payment information (1) and the Health and Human Services Inspector General's Hotline for information concerning fraud, waste or abuse. **16)** As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable. **17)** No DHHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)). **18) RESTRICTIONS ON GRANTEE LOBBYING** (Appropriations Act Section 503). (a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislature itself. (b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

5. **Reporting Requirements.** **1)** Financial Status Report, Standard Form 269 (long form) is due within 60 days after expiration of the budget period, and 60 days after the expiration of the project period. **2)** Submission of a Programmatic Report is due annually. Additional information regarding this requirement will be provided at a later date by CLARE staff or their representative. **3)** The grantee must comply with the GPR requirements that include the collection and periodic reporting of performance data as specified in the GFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs. **4)** Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first. Failure to comply with this requirement may result in DHHS sanctions placed against your organization, i.e., classification as high risk, conversion to a reimbursement method of payment, suspension or termination of award.



- 6. **Human Subjects.** Under governing regulations, Federal funds administered by the DHHS shall not be expended for, and individuals shall not be enrolled in research involving human subjects without prior approval by the Substance Abuse and Mental Health Administration of the project's procedures for protection of human subjects. This restriction applies to all Multiple Project Assurance grantee institutions and performance sites without human subjects certification. For institutions with a Single Project Assurance, but no certification at time of award, no funds may be expended or individuals enrolled in research without prior approval by the Office for Human Research Protection (OHRP) of an assurance to comply with the requirements of (45 CFR 46) to protect human research subjects.
- 7. **Insurance.** LAC-DMH shall, at LAC-DMH's sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (a-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with LAC-DMH's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof: Commercial Form of General Liability Insurance; Business Auto Liability Insurance; Worker's compensation and Employers Liability Insurance; and Errors & Omissions (Professional Liability/Medical Malpractice) coverage, when applicable. LAC-DMH shall provide thirty (30) days prior written notice to CLARE of any impending cancellation or termination of such insurance. LAC-DMH shall name CLARE as additionally insured and as a Certificate Holder and provide a Certificate of Liability Insurance within 30 days of signing this Agreement.
- 8. **General Liability.** LAC-DMH shall indemnify and hold CLARE and its Board Members, administrators, employees, agents, attorneys, and contractors harmless against all liability, loss, damage, and expense (including reasonable attorney's fees) resulting from or arising out of this contract or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by LAC-DMH, including, without limitation, its agents, employees, subcontractor or anyone employed directly or indirectly by it. This indemnification shall apply even in the event of the act, omission, fault, or any negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).
- 9. **Termination.** Either LAC-DMH or CLARE may terminate this Agreement for any cause or without cause upon thirty (30) days prior written notice to the other party. In the event of a breach of this Agreement by LAC-DMH, including without limitation, violations of law by LAC-DMH, CLARE may terminate this Agreement immediately upon written notice to LAC-DMH.
- 10. **Notice.** Any notice pursuant to this Agreement to CLARE, shall be directed to Nicholas Vratovic, Executive Director, CLARE Foundation Inc., 909 Pico Boulevard, Santa Monica, CA 90405. Any notice pursuant to this Agreement to LAC-DMH shall be directed to: Marvin J. Southard, DSW, Director, County of Los Angeles-Department of Mental Health, 550 So. Vermont Avenue, Floor 12, Los Angeles, CA 90020.
- 11. **Authority.** Each of the undersigned parties represents and warrants that all necessary authorizations have been obtained and this Agreement and each person executing this Agreement on behalf of the undersigned parties and warrants that he or she has the power and authority to enter into this Agreement and to bind the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

CLARE Foundation Inc.

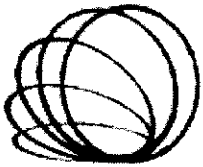
Nicholas Vratovic, Executive Director

Dated

County of Los Angeles-Department of Mental Health

Marvin J. Southard, DSW or Designee, Director

Dated

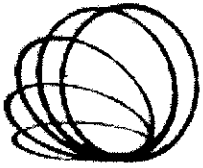


GRANT-CONTRACT AGREEMENT
FOR
CLARE COMMUNITY BRIDGES PROGRAM
YEAR 5 OF 5

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In furtherance of the foregoing purpose, LAC-DMH and CLARE agree as follows:

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8) Per 45 CFR 92.34 any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income. **9)** A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at www.whitehouse.gov/wh/eop/omb. **10)** The DHHS Appropriations Act requires that to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American made. **11)** Program Income accrued under the award must be accounted for in accordance with (45CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form). Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b) (1)) or (45 CFR 92.25(g) (2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB administrative requirements. **12)** Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA. **13)** Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. **14)** None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug. **15)** Refer to the back of the Notice of Grant Awarded for information regarding grant payment information (1) and the Health and Human Services Inspector General's Hotline for information concerning fraud, waste or abuse. **16)** As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable. **17)** No DHHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)). **18) RESTRICTIONS ON GRANTEE LOBBYING** (Appropriations Act Section 503). (a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislature itself. (b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

5. **Reporting Requirements.** **1)** Financial Status Report, Standard Form 269 (long form) is due within 60 days after expiration of the budget period, and 60 days after the expiration of the project period. **2)** Submission of a Programmatic Report is due annually. Additional information regarding this requirement will be provided at a later date by CLARE staff or their representative. **3)** The grantee must comply with the GPR requirements that include the collection and periodic reporting of performance data as specified in the GFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs. **4)** Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first. Failure to comply with this requirement may result in DHHS sanctions placed against your organization, i.e., classification as high risk, conversion to a reimbursement method of payment, suspension or termination of award.



- 6. **Human Subjects.** Under governing regulations, Federal funds administered by the DHHS shall not be expended for, and individuals shall not be enrolled in research involving human subjects without prior approval by the Substance Abuse and Mental Health Administration of the project's procedures for protection of human subjects. This restriction applies to all Multiple Project Assurance grantee institutions and performance sites without human subjects certification. For institutions with a Single Project Assurance, but no certification at time of award, no funds may be expended or individuals enrolled in research without prior approval by the Office for Human Research Protection (OHRP) of an assurance to comply with the requirements of (45 CFR 46) to protect human research subjects.
- 7. **Insurance.** LAC-DMH shall, at LAC-DMH's sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (a-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with LAC-DMH's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof: Commercial Form of General Liability Insurance; Business Auto Liability Insurance; Worker's compensation and Employers Liability Insurance; and Errors & Omissions (Professional Liability/Medical Malpractice) coverage, when applicable. LAC-DMH shall provide thirty (30) days prior written notice to CLARE of any impending cancellation or termination of such insurance. LAC-DMH shall name CLARE as additionally insured and as a Certificate Holder and provide a Certificate of Liability Insurance within 30 days of signing this Agreement.
- 8. **General Liability.** LAC-DMH shall indemnify and hold CLARE and its Board Members, administrators, employees, agents, attorneys, and contractors harmless against all liability, loss, damage, and expense (including reasonable attorney's fees) resulting from or arising out of this contract or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by LAC-DMH, including, without limitation, its agents, employees, subcontractor or anyone employed directly or indirectly by it. This indemnification shall apply even in the event of the act, omission, fault, or any negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).
- 9. **Termination.** Either LAC-DMH or CLARE may terminate this Agreement for any cause or without cause upon thirty (30) days prior written notice to the other party. In the event of a breach of this Agreement by LAC-DMH, including without limitation, violations of law by LAC-DMH, CLARE may terminate this Agreement immediately upon written notice to LAC-DMH.
- 10. **Notice.** Any notice pursuant to this Agreement to CLARE, shall be directed to Nicholas Vratovic, Executive Director, CLARE Foundation Inc., 909 Pico Boulevard, Santa Monica, CA 90405. Any notice pursuant to this Agreement to LAC-DMH shall be directed to: Marvin J. Southard, DSW, Director, County of Los Angeles-Department of Mental Health, 550 So. Vermont Avenue, Floor 12, Los Angeles, CA 90020.
- 11. **Authority.** Each of the undersigned parties represents and warrants that all necessary authorizations have been obtained and this Agreement and each person executing this Agreement on behalf of the undersigned parties and warrants that he or she has the power and authority to enter into this Agreement and to bind the parties hereto.

IN WITNESS HEREOF, THE PARTIES HERTO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

CLARE Foundation Inc.

Nicholas Vratovic, Executive Director

Dated

County of Los Angeles-Department of Mental Health

Marvin J. Southard, DSW or Designee, Director

Dated