

COUNTY OF LOS ANGELES

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Director

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Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



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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
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May 19, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

33 MAY 19, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZATION TO RENEW TEMPORARY PSYCHIATRIST SERVICES
AGREEMENTS FOR FISCAL YEARS 2009-10, 2010-11, AND 2011-12
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to renew seven Locum Tenens agreements, expiring on June 30, 2009, to continue the provision of temporary psychiatrist services throughout Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health, or his designee, to prepare, sign, and execute the renewal of seven Temporary Psychiatrist Services Agreements (Agreements) substantially similar to Attachment I, with the following Locum Tenens (LT) contractors: 1) CareerStaff Unlimited, Inc., 2) Global Medical Staffing, Ltd., 3) Interim Physicians, Inc., 4) LocumTenens.com, LLC, 5) Jackson & Coker LocumTenens, LLC, 6) National Medical Registry, Inc., and 7) Staff Care, Inc. (Attachment II). The term of these Agreements will be effective July 1, 2009 through June 30, 2012. Funding for these Agreements is included in the Department of Mental Health's (DMH) Fiscal Year (FY) 2009-10 Proposed Budget.
2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future agreements with other qualified LT contractors, and to sign and execute future amendments to the Agreements, provided that: 1) the County's total payments to each contractor under the Agreement for each fiscal year shall not

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exceed an increase of 20 percent from the last Board approved contracted rates; 2) any increase shall be used to meet program needs; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Executive Officer (CEO), or their designees, is obtained prior to any such amendment; 5) County and contractor may, by written amendments, reduce applicable contracted rates; and 6) the Director of Mental Health notifies your Board within 30 days after the execution of any amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is required to continue provision of psychiatric services beyond the current June 30, 2009 expiration of the current contract term. The use of these LT contractors' independently contracted psychiatrists, on an as needed basis, is necessary to meet emergent or unanticipated needs when existing County employees are unavailable, cannot be transferred from other locations, or vacant positions cannot be filled timely with permanent new hires.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County Strategic Plan Goal 1, "Operational Effectiveness," and Goal 4, "Health and Mental Health."

FISCAL IMPACT/FINANCING

The LT contractors will be reimbursed based on contracted daily rates established by DMH. DMH will utilize salary savings from vacant budgeted psychiatric positions to fund the cost of the LT contracts for FYs 2009-10, 2010-11, and 2011-12. Funding for these costs has been requested in DMH's FY 2009-10 Proposed Budget. Funding for FYs 2010-11 and 2011-12 will be requested during DMH's annual budget process. There is no increase in net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since July 1, 2000, DMH has utilized the services of LT contractors to provide psychiatrists, on a temporary and intermittent basis, to perform psychiatric evaluations, medication support, and crisis intervention to seriously mentally ill adults, seriously emotionally disturbed children, adolescents, and their families. Under the existing agreement, LT contractors offer a pool of candidates to provide DMH with temporary personnel when there are gaps in psychiatric services due to manpower shortages.

Upon Board approval, the Director of Mental Health will have delegated authority to renew the seven LT agreements that are due to expire on June 30, 2009, and will have delegated authority to execute new agreements with other qualified LT contractors, which will allow DMH to use qualified temporary psychiatrists on an intermittent and as needed basis to meet emergent or unanticipated needs.

The LT contracted rates will remain the same except in Antelope Valley. DMH will change the LT contracted rate from \$200 per hour to a flexible rate not to exceed \$200 per hour in the Antelope Valley during periods of critical shortage. This modified rate will allow DMH the flexibility necessary to attract and place well qualified temporary psychiatrists who are willing to commute to the remote northern area of the County. Additionally, DMH LT rates in Antelope Valley will remain competitive with the rate paid by the California Department of Corrections and Rehabilitation at the California State Prison in Lancaster.

Attachment I is the Agreement, and Attachment II provides information regarding LT contractor name, location, Supervisorial District, and Agreement term. Attachment III provides information regarding Contracting with Minority/Women-Owned Firms- Percentage of Ownership in Firms Contracting with the County.

The attached Agreement format has been approved as to form by County Counsel. The CEO has reviewed the proposed actions. DMH will administer the Agreements to ensure that the LT contractor services are provided and that the Agreement provisions and departmental policies are followed. The Agreement format includes five revised or mandated provisions: Performance Standards and Outcome Measures, Force Majeure, Attestation of Willingness to Consider GAIN/GROW Participants, Local Small Business Enterprise Preference Program, and Indemnification and Insurance Requirements.

CONTRACTING PROCESS

On June 20, 2000, your Board approved agreements with LT companies in an effort to address shortages of psychiatrists throughout the County. The renewal of these agreements will allow DMH to provide needed services by utilizing temporary psychiatrists supplied by current and future contractors when the County experiences a high number of vacancies despite enhanced recruitment efforts.

IMPACT ON CURRENT SERVICES

Without the renewal of these temporary psychiatrist service agreements, DMH will be unable to utilize psychiatrists for temporary work assignments. This would negatively impact access to psychiatric care for Los Angeles County residents. When the hiring

Honorable Board of Supervisors
May 19, 2009
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process is lengthy, the utilization of LT psychiatrists enables DMH to handle critical manpower shortages, meet emergent or unanticipated treatment needs, and continually provide high quality mental health care.

CONCLUSION

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

Respectfully submitted,

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

MJS:RS:NK:RK

Attachments (3)

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

JN:Locum Tenens Board Ltr 043009

ATTACHMENT I

Contractor: MH-
CONTRACT NUMBER

Business Address:

Supervisory District(s) _____ Mental Health Service Area(s) _____

TEMPORARY PSYCHIATRIST SERVICES AGREEMENT

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EXHIBIT H CONTRACTOR CHARITABLE ACTIVITES COMPLIANCE

JN:Temp Psyc Svcs Agree

CONTRACT NO. _____

TEMPORARY PSYCHIATRIST SERVICES AGREEMENT

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

(hereafter "Contractor")

Business Address:

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

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

WHEREAS, these services shall be provided by Contractor in accordance
with all applicable Federal, State and local laws, required licenses, ordinances, rules,
Regulations, manuals, guidelines, and directives, which may include, but are not

1 necessarily limited to, the following: Bronzan-McCorquodale Act, California Welfare and
2 Institutions Code Section 5600 et seq., including, but not limited to, Sections 5600.2,
3 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705,
4 5709, 5710, 5716, 5719, 5721, 5722, 5751.2, and 5900 et seq.; Medi-Cal Act, California
5 Welfare and Institutions Code Section 14000 et seq., including, but not limited to,
6 Section 14132.44; California Welfare and Institutions Code Section 17601 et seq.;
7 California Work Opportunities and Responsibilities to Kids Act, California Welfare and
8 Institutions Code Section 11200 et seq.; California Government Code Sections 26227
9 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et
10 seq.; Title IV of the Social Security Act, Part B of Title XIX of the Public Health Service
11 Act, 42 United States Code Section 300x et seq.; California Penal Code Section 11164
12 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001,
13 72001 et seq., and 72443 et seq. of the California Code of Regulations; State
14 Department of Mental Health's Cost Reporting/Data Collection Manual; State
15 Department of Mental Health's Short-Doyle/Medi-Cal Manual for the Rehabilitation
16 Option and Targeted Case Management; State Department of Mental Health's
17 Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual; policies and
18 procedures developed by County; State's Medicaid Plan; and policies and procedures
19 which have been documented in the form of Policy Letters issued by State Department
20 of Mental Health; and/or for State Department of Health Services; and

21 WHEREAS, the Department of Mental Health ("DMH") has determined that
22 existing staff of DMH do not have sufficient manpower, that it is difficult to recruit
23 personnel to perform the services hereunder, and that the services to be provided
24 hereunder are of a professional and temporary nature; and

25 WHEREAS, Contractor is qualified and licensed under the laws of the State of
26 California to engage in the business of providing the services described herein; and

27 WHEREAS, Contractor is willing to provide the services described herein for and
28 in consideration of the payments provided under this Agreement and under the terms
29 and conditions hereinafter set forth; and

30 WHEREAS, pursuant to Sections 26227 and 31000 of the California Government
31 Code, County is authorized to contract for these services; and

1 WHEREAS, personnel contracted with Contractor to provide temporary
2 psychiatric services are independently contracted psychiatrists and will be identified
3 throughout this agreement as "independent contractors".

4 NOW, THEREFORE, in consideration of the promises and covenants hereafter
5 contained the parties hereto agree as follows:

6 PREAMBLE
7

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

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

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

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

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

- 29
 - Good Health;

- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

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

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

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

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

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

1 Personal Service Delivery

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

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

9 Service Access

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

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

16 Service Environment

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

- 19 • Ensure a safe environment
- 20 • Ensure a professional atmosphere
- 21 • Display vision, mission, and values statements
- 22 • Provide a clean and comfortable waiting area
- 23 • Ensure privacy
- 24 • Post complaint and appeals procedures

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

30 1. **TERM:** The term of this Agreement shall continue in full force and effect through
31 _____ including two automatic one-year renewal periods. The first

1 automatic renewal period shall be from _____ through _____. The second
2 automatic renewal period shall be from _____ through _____. The
3 Agreement may be terminated at any time by either party, with or without cause, upon
4 the giving of at least 30 calendar days prior written notice thereof to the other.

5 Director may terminate this Agreement immediately if Contractor, its officers,
6 employees or agents, including its independent contractors, fail to comply with the terms
7 of this Agreement or any directions by or on behalf of County issued pursuant hereto.

8 Director may also terminate this Agreement immediately if Contractor, its officers,
9 employees or agents, including its independent contractors, engage in, or if Director has
10 reasonable justification to believe that Contractor, or such employees or agents,
11 including Contractor's independent contractors may be engaging in a course of conduct
12 that adversely affects the delivery of mental health services or poses imminent danger to
13 the life or health of County patients/employees.

14 County's failure to exercise this right of termination shall not constitute waiver of
15 such right, and the same may be exercised at any subsequent time.

16 Immediate termination hereunder shall be effected by delivery to Contractor of a
17 written "Notice of Immediate Termination" which shall be effective upon Contractor's
18 receipt of such "Notice of Immediate Termination".

19 In addition, the performance of services under this Agreement may be terminated
20 when such action is deemed by County to be in its best interest. Termination of services
21 shall be effected by delivery to Contractor of a written "Notice of Termination" specifying
22 the extent to which performance of services under this Agreement is terminated, and the
23 date upon which such termination becomes effective.

24 After receipt of the "Notice of Termination", and except as otherwise directed by
25 County, Contractor shall stop services under this Agreement on the date and to the
26 extent specified in such "Notice of Termination."

27 A. Suspension of Payments: Payments to Contractor under this Agreement
28 shall be suspended if Director, for good cause, determines that Contractor is in default
29 under any of the provisions of this Agreement. Except in cases of alleged fraud or
30 similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall
31 be provided to Contractor, including a statement of the reason(s) for such suspension.

1 Thereafter, Contractor may, within 15 calendar days, request reconsideration of the
2 Director's decision. Payments shall not be withheld pending the results of the
3 reconsideration process.

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

8 3. **DESCRIPTION OF SERVICES:** Contractor agrees to provide DMH upon request,
9 with the services described in Exhibit A, attached hereto and incorporated herein by
10 reference.

11 4. **BILLING AND PAYMENT:** All billings by Contractor for services provided
12 pursuant to this Agreement shall be in accordance with the terms, conditions and rates
13 set forth in Exhibit B, attached hereto and incorporated herein by reference.

14 A. **No Payment for Services Provided Following Expiration/Termination of**
15 **Contract:** Contractor shall have no claim against County for payment of any money or
16 reimbursement, of any kind whatsoever, for any service provided by Contractor after
17 the expiration or other termination of this Contract. Should Contractor receive any
18 such payment, it shall immediately notify County and shall immediately repay all such
19 funds to County. Payment by County for services rendered after expiration/termination
20 of this Contract shall not constitute a waiver of County's right to recover such payment
21 from Contractor. This provision shall survive the expiration or other termination of this
22 Contract.

23 B. **Six Months Notification of Agreement Expiration:** Contractor shall notify
24 County when this Agreement is within six (6) months of expiration. Contractor shall send
25 such notice to those persons and addresses which are set forth in Paragraph 62
26 (NOTICES).

27 C. **Budget Reductions:** In the event that the County's Board of Supervisors
28 adopts, in any fiscal year, a County Budget which provides for reductions in County
29 contracts, the County reserves the right to reduce its payment obligation under this
30 Agreement to implement such Board reductions for that fiscal year and any subsequent
31 fiscal year during the term of this Agreement (including any extensions), and the services

1 to be provided by the Contractor under this Agreement shall also be reduced
2 correspondingly. The County's notice to the Contractor regarding said reduction in
3 payment obligation shall be provided within thirty (30) calendar days of the Board's
4 approval of such action. Except as set forth in the preceding sentence, the Contractor
5 shall continue to provide all of the services set forth in this Agreement.

6 5. **NONEXCLUSIVITY**: Contractor acknowledges that it is not the exclusive provider
7 to County of the services to be provided under this Agreement, and that County has, or
8 intends to enter into, contracts with other providers of said services. Contractor agrees
9 to provide DMH during the term of this Agreement with the services described in Exhibit
10 A.

11 6. **RECORDS AND AUDITS**:

12 A. **Financial Records**: Contractor shall prepare and maintain adequate
13 financial records in accordance with generally accepted accounting principles. All such
14 records shall be sufficient to substantiate all charges billed to County in the performance
15 of this Agreement. All financial records of Contractor pertaining to this Agreement,
16 including accurate books and records of accounts of its costs and operating expenses,
17 and all records of services and personnel provided, as well as all other financial records
18 pertaining to this Agreement shall be retained by Contractor for a minimum of five (5)
19 years following the end of County's July 1 through June 30 fiscal year in which service
20 was rendered. During such five (5) year period, as well as during the term of this
21 Agreement, all such records shall be made available by Contractor at a location in Los
22 Angeles County during normal business hours to representatives of County's
23 Auditor-Controller, County's Department of Health sufficient to substantiate all charges
24 billed to County in the performance of this Agreement. All financial records of Contractor
25 pertaining to this Agreement, including accurate books and records of accounts of its
26 costs and operating expenses, and all records of services and personnel provided, as
27 well as all other financial records pertaining to this Agreement shall be retained by
28 Contractor for a minimum of five (5) years following the end of County's July 1 through
29 June 30 fiscal year in which service was rendered. During such five (5) year period, as
30 well as during the term of this Agreement, all such records shall be made available by
31 Contractor at a location in Los Angeles County during normal business hours to

1 representatives of County's Auditor-controller, County's Department of Health Services
2 and the State of California for purposes of inspection and audit.

3 B. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I)
4 of the Social Security Act [42 U.S.C. Section 1395x(v)(1)(I)] is applicable, Contractor
5 agrees that for a period of five (5) years following the furnishing of services under this
6 Agreement, Contractor shall maintain and make available, upon written request, to the
7 Secretary of the United States Department of Health and Human Services or the
8 Comptroller General of the United States, or to any of their duly authorized
9 representatives, the contract, books, documents and records of Contractor which are
10 necessary to verify the nature and extent of the cost of services provided hereunder.
11 Furthermore, if Contractor carries out any of the services provided hereunder through
12 any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a
13 twelve-month period with a related organization (as that term is defined under Federal
14 law), Contractor agrees that each such subcontract shall provide for such access to the
15 subcontract, books, documents and records of the subcontractor.

16 C. Audit Reports: In the event that an audit is conducted of Contractor by any
17 Federal or State auditor, Contractor shall file a copy of such audit report(s) with County's
18 Auditor-Controller within thirty (30) days of receipt thereof unless otherwise provided
19 under this Agreement, or under applicable State or Federal regulations. To the extent
20 permitted by law, County shall maintain the confidentiality of such audit report(s).

21 D. Audit/Compliance Review: In the event County representatives conduct an
22 audit/compliance review of Contractor, Contractor shall fully cooperate with County's
23 representatives. Contractor shall allow County representatives access to all records of
24 services rendered and all financial records and reports pertaining to this Agreement and
25 shall allow photocopies to be made of these documents utilizing Contractor's
26 photocopier, for which County shall reimburse Contractor its customary charge for record
27 copying services, if requested. Director shall provide Contractor with at least ten (10)
28 working days prior written notice of any audit/compliance review.

29 County may conduct a statistical sample audit/compliance review of all claims
30 paid by County during a specified period. The sample shall be determined in accordance
31 with generally accepted auditing standards. An exit conference shall be held following

1 the performance of such audit/ compliance review at which time the results shall be
2 discussed with Contractor. Contractor shall be provided with a copy of any written
3 evaluation reports.

4 Contractor shall have the opportunity to review County's findings for Contractor,
5 and Contractor shall have thirty (30) days after receipt of County's audit/compliance
6 review results to provide documentation to the County representatives to resolve the
7 audit exceptions. If, at the end of the thirty (30) day period, there remain audit exceptions
8 which have not been resolved to the satisfaction of County's representatives, then the
9 exception rate found in the audit or sample shall be applied to the total County payment
10 made to Contractor for all claims paid during the audit/compliance review period to
11 determine Contractor's liability to County.

12 E. County Audit Settlements: If, at any time during the term of this Agreement
13 or at any time within five (5) years after the expiration or earlier termination of this
14 Agreement, authorized representatives of County conduct an audit of Contractor
15 regarding the services provided to County hereunder and if such audit finds that County's
16 dollar liability for such services is less than payments made by County to Contractor,
17 then Contractor agrees that the difference shall be either: (1) repaid forthwith by
18 Contractor to County by cash payment, or (2) at Director's option, deducted from any
19 further amount due Contractor from County. If such audit finds that County's dollar
20 liability for services provided hereunder is more than payments made by County to
21 Contractor, then the difference shall be paid forthwith to Contractor by County by cash
22 payment.

23 F. Failure to Comply: Failure of Contractor to comply with the provisions of
24 this Paragraph shall constitute a material breach of this Agreement upon which County
25 shall give Contractor written "Notice of Material Breach". If such breach is not cured
26 within ten (10) business days following the giving of such Notice, then County may, at
27 County's sole discretion, immediately terminate this Agreement pursuant to the
28 provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to
29 exercise this right of termination shall not constitute waiver of such right, and the same
30 may be exercised at any subsequent time.

31 7. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records

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

12 8. **PATIENTS'/CLIENTS' RIGHTS:** Contractor shall comply with all applicable
13 patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq.,
14 CCR Title 9, Section 850 et seq., and CCR Title 22. Further, Contractor shall comply
15 with all patients'/clients' rights policies provided by County. County Patients' Rights
16 Advocates shall be given access by Contractor to all patients'/clients, patients'/clients'
17 records, and Contractor's personnel in order to monitor Contractor's compliance with all
18 applicable statutes, regulations, manuals and policies.

19 9. **REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL**
20 **REQUIREMENTS:**

21 A. **Elders and Dependent Adults Abuse:** Contractor, and all persons
22 employed, independent contractors or subcontracted by Contractor, shall comply with
23 WIC Section 15630 et seq. and shall report all known or suspected instances of physical
24 abuse of elders and dependent adults under the care of Contractor either to an
25 appropriate County adult protective services agency or to a local law enforcement
26 agency, as mandated by WIC Sections 15630, 15631 and 15632. Contractor, and all
27 persons employed, independent contractors or subcontracted by Contractor, shall make
28 the report on such abuse, and shall submit all required information, in accordance with
29 WIC Sections 15630, 15633 and 15633.5.

30 B. **Minor Children Abuse:** Contractor, and all persons employed, independent
31 contractors or subcontracted by Contractor, shall comply with California Penal Code

1 (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances
2 of child abuse to an appropriate child protective agency, as mandated by California
3 Penal Code 11164, 11165.8 and 11166. Contractor, and all persons employed,
4 independent contractors or subcontracted by Contractor, shall make the report on such
5 abuse, and shall submit all required information, in accordance with PC Sections 11166
6 and 11167.

7 C. Contractor Staff:

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

14 (2) Contractor shall assure that staff who are not legally required to
15 directly report suspected cases of abuse, consult with mandated reporters upon
16 suspecting any abuse.

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

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

28 10. **NONDISCRIMINATION IN SERVICES:**

29 A. Contractor shall not discriminate in the provision of services hereunder
30 because of race, religion, national origin, ancestry, sex, age, marital status, or physical or
31 mental handicap or medical conditions, in accordance with requirements of Federal and

1 State law. For the purpose of this Paragraph 10, discrimination in the provision of
2 services may include, but is not limited to, the following: denying any person any service
3 or benefit or the availability of a site; providing any service or benefit to any person which
4 is different, or is provided in a different manner or at a different time, from that provided
5 to others; subjecting any person to segregation or separate treatment in any matter
6 related to the receipt of any service; restricting any person in any way in the enjoyment of
7 any advantage or privilege enjoyed by others receiving any service or benefit; and
8 treating any person differently from others in determining admission, enrollment quota,
9 eligibility, membership, or any other requirement or condition which persons must meet
10 in order to be provided any service or benefit. Contractor shall take affirmative action to
11 ensure that intended beneficiaries of this Agreement are provided services without
12 regard to ability to pay or source of payment, race, religion, national origin, ancestry, sex,
13 age, marital status, or physical or mental handicap, or medical conditions.

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

24 C. If direct services (i.e., 24-hour services, case management services, day
25 services, and outpatient services) are provided hereunder, Contractor shall have
26 admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and
27 which shall be in writing and available to the public. Contractor shall not employ
28 discriminatory practices in the admission of any person, assignment of accommodations,
29 or otherwise. Any time any person applies for services under this Agreement, such
30 person shall be advised by Contractor of the complaint procedures described in the
31 above paragraph. A copy of such complaint procedures shall be posted by Contractor in

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

3 11. **NONDISCRIMINATION IN EMPLOYMENT:**

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

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

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

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

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

31 F. In the event that Contractor violates any of the anti-discrimination

provisions of this Paragraph 11, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

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

13. **INDEMNIFICATION AND INSURANCE:**

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

B. **General Provisions for All Insurance Coverage:** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections B and C of this Contract, and shall require all of its independent contractors to maintain, the following programs of insurance specified in this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

1) **Evidence of Insurance and Notice to County:** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given

1 Insured status under the Contractor's General Liability policy, shall be delivered to
2 County at the address shown below and provided prior to commencing services under
3 this Contract.

4 (a) Renewal Certificates shall be provided to County not less than 10
5 days prior to Contractor's policy expiration dates. The County
6 reserves the right to obtain complete, certified copies of any
7 required Contractor and/or Sub-Contractor insurance policies at any
8 time.

9 (b) Certificates shall identify all Required Insurance coverage types and
10 limits specified herein, reference this Contract by name or number,
11 and be signed by an authorized representative of the insurer(s).
12 The Insured party named on the Certificate shall match the name of
13 the Contractor identified as the contracting party in this Contract.
14 Certificates shall provide the full name of each insurer providing
15 coverage, its NAIC (National Association of Insurance
16 Commissioners) identification number, its financial rating, the
17 amounts of any policy deductibles or self-insured retentions
18 exceeding fifty thousand (\$50,000.00) dollars, and list any County
19 required endorsement forms.

20 (c) Neither the County's failure to obtain, nor the County's receipt of, or
21 failure to object to a non-complying insurance certificate or
22 endorsement, or any other insurance documentation or information
23 provided by the Contractor, its insurance broker(s) and/or insurer(s),
24 shall be construed as a waiver of any of the Required Insurance
25 provisions. Certificates and copies of any required endorsements
26 shall be send to: *County of Los Angeles – Department of Mental*
27 *Health, Contracts Development and Administration Division, 550*
28 *South Vermont Avenue, 5th Floor, Los Angeles, CA 90020.*
29 Contractor also shall promptly report to County any injury or
30 property damage accident or incident, including any injury to a
31 Contractor employee occurring on County property, and any loss,

1 disappearance, destruction, misuse, or theft of County property,
2 monies or securities entrusted to Contractor. Contractor also shall
3 promptly notify County of any third party claim or suit filed against
4 Contractor or any of its Independent Contractors and/or Sub-
5 Contractors which arises from or relates to this Contract, and could
6 result in the filing of a claim or lawsuit against Contractor and/or
7 County.

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

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

25 4) Failure to Maintain Insurance: Contractor's failure to maintain or to
26 provide acceptable evidence that it maintains the Required Insurance shall constitute a
27 material breach of the Contract, upon which County immediately may withhold payments
28 due to Contractor, and/or suspend or terminate this Contract. County, at its sole
29 discretion, may obtain damages from Contractor resulting from said breach.

30 5) Insurer Financial Ratings: Coverage shall be placed with insurers
31 acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise

1 approved by County.

2 6) Contractor's Insurance Shall Be Primary: Contractor's insurance
3 policies, with respect to any claims related to this Contract, shall be primary with respect
4 to all other sources of coverage available to Contractor. Any County maintained
5 insurance or self-insurance coverage shall be in excess of and not contribute to any
6 Contractor coverage.

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

12 8) Independent Contractors and/or Sub-Contractor Insurance
13 Coverage Requirements: Contractor shall include all Independent Contractors and/or
14 Sub-Contractors as insureds under Contractor's own policies, or shall provide County
15 with each Independent Contractors and/or Sub-Contractor's separate evidence of
16 insurance coverage. Contractor shall be responsible for verifying each Independent
17 Contractor and/or Sub-Contractor complies with the Required Insurance provisions
18 herein, and shall require that each Independent Contractor and/or Sub-Contractor name
19 the County and Contractor as additional insureds on the Independent Contractor's
20 and/or Sub-Contractor's General Liability policy. Contractor shall obtain County's prior
21 review and approval of any Independent Contractor and/or Sub-Contractor request for
22 modification of the Required Insurance.

23 9) Deductibles and Self-Insured Retentions (SIRs): Contractor's
24 policies shall not obligate the County to pay any portion of any Contractor deductible or
25 SIR. The County retains the right to require Contractor to reduce or eliminate policy
26 deductibles and SIRs as respects the County, or to provide a bond guaranteeing
27 Contractor's payment of all deductibles and SIRs, including all related claims
28 investigation, administration and defense expenses. Such bond shall be executed by a
29 corporate surety licensed to transact business in the State of California.

30 10) Claims Made coverage: If any part of the Required Insurance is
31 written on a claims made basis, any policy retroactive date shall precede the effective

1 date of this Contract. Contractor understands and agrees it shall maintain such
2 coverage for a period of not less than three (3) years following Contract expiration,
3 termination or cancellation.

4 11) Application of Excess Liability Coverage: Contractors may use a
5 combination of primary, and excess insurance policies which provide coverage as broad
6 as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance
7 provisions.

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

12 13) Alternative Risk Financing Programs: The County reserves the right
13 to review, and then approve, Contractor use of self-insurance, risk retention groups, risk
14 purchasing groups, pooling arrangements and captive insurance to satisfy the Required
15 Insurance provisions. The County and its Agents shall be designated as an Additional
16 Covered Party under any approved program.

17 14) County Review and Approval of Insurance Requirements: The
18 County reserves the right to review and adjust the Required Insurance provisions,
19 conditioned upon County's determination of changes in risk exposures.

20 C. **INSURANCE COVERAGE:**

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

24	General Aggregate:	\$2 million
25	Products/Completed Operations Aggregate:	\$1 million
26	Personal and Advertising Injury:	\$1 million
27	Each Occurrence:	\$1 million

28 2) **Workers Compensation and Employers' Liability** insurance or
29 qualified self-insurance satisfying statutory requirements, which includes Employers'
30 Liability coverage with limits of not less than \$1 million per accident. If Contractor will
31 provide leased employees, or, is an employee leasing or temporary staffing firm or a

professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

4) **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.

5) **Automobile Liability** Contractor or independent contractor shall obtain insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than Three Hundred Thousand Dollars (\$300,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

14. **FAILURE TO PROCURE INSURANCE:** Failure on the part of Contractor and independent contractor to procure or maintain the required insurance in Paragraph 13 above shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured, retroactive to the effective date of this Agreement, within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM, of this Agreement.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

15. **CONTRACTOR'S OFFICES:** Contractor's business address is noted in Paragraph 62, NOTICES, below. Contractor shall notify in writing County's Department of Mental Health of any change in its business address at least ten (10) working days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's DMH, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof.

16. **NON-APPROPRIATION OF FUNDS CONDITION:** Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder during any of County's July 1 through June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. If County's Board of Supervisors fails to appropriate funds for any such fiscal year, this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

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

18. **CONFLICT OF INTEREST:**

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

1 No officer or employee of Contractor who may financially benefit from the provision of
2 services hereunder shall in any way participate in County's approval, or ongoing
3 evaluation, of such services, or in any way attempt to unlawfully influence County's
4 approval or ongoing evaluation of such services.

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

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

21 20. **INDEPENDENT STATUS OF CONTRACTOR**:

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

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

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

3 C. Contractor does not employ the Psychiatrists who perform services
4 pursuant to this Agreement, but will enter into independent contracts with the
5 Psychiatrists to carry out the services needed by the County. Independently contracted
6 Psychiatrists (hereinafter known as "independent contractors") are not employees of
7 County or Contractor. County nor Contractor assumes responsibility for social security
8 payments, worker's compensation insurance, unemployment or health insurance for
9 independent contractors placed at County facilities by Contractor

10 D. Pursuant to Senate Bill No. 279, as codified in Chapter 5 of Division 2 of
11 the California Business and Professions Code Section 2418, the parties acknowledge
12 that Contractor, as a Locum Tenens agency, is not for purposes of California law,
13 considered an employment agency. To the extent any provisions of the Agreement
14 conflict with SB 279, the provisions of SB 279 shall govern and prevail. Notwithstanding
15 the foregoing, and in accordance with SB 279, temporary psychiatrists contracted with
16 Contractor shall be considered "independent contractors" and Contractor shall,
17 consistent with Paragraph 22, SUBCONTRACTING, under this Agreement, execute with
18 all independent contractors the requisite subcontract as described in Paragraph 22.

19 21. **DELEGATION AND ASSIGNMENT BY CONTRACTOR:**

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

28 B. Shareholders, partners, members, or other equity holders of Contractor
29 may transfer, sell, exchange, assign, or divest themselves of any interest they may have
30 therein. However, in the event any such sale, transfer, exchange, assignment, or
31 divestment is effected in such a way as to give majority control of Contractor to any

1 person(s), corporation, partnership, or legal entity other than the majority controlling
2 interest therein at the time of execution of this Agreement, such disposition is an
3 assignment requiring the prior written consent of County in accordance with applicable
4 provisions of this Agreement.

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

13 22. **SUBCONTRACTING:**

14 A. No performance of this Agreement, or any portion thereof, shall be
15 subcontracted by Contractor without the prior written consent of County as provided in
16 this Paragraph 22. Any attempt by Contractor to subcontract any performance,
17 obligation, or responsibility under this Agreement, without the prior written consent of
18 County, shall be null and void and shall constitute a material breach of this Agreement.
19 Notwithstanding any other provision of this Agreement, in the event of any such breach
20 by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding
21 any other provision of this Agreement, the parties do not in any way intend that any
22 person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

- 27 (1) The reasons for the particular subcontract.
28 (2) A detailed description of the services to be provided by the
29 subcontract.
30 (3) Identification of the proposed subcontractor/independent contractor
31 and an explanation of why and how the proposed subcontractor/independent contractor

1 was selected, including the degree of competition involved.

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

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

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

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

11 "The contracting parties shall be subject to the examination and audit of
12 the Auditor General for a period of three (3) years after final payment
13 under contract (Government Code, Section 8546.7)."

14 The Contractor will also be subject to the examination and audit of
15 the State Auditor General for a period of three (3) years after final payment under
16 contract (Government Code, Section 8546.7).

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

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

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

28 E. Notwithstanding any County consent to any subcontracting, Contractor
29 shall remain fully liable and responsible for any and all performance required of it under
30 this Agreement, and no subcontract shall bind or purport to bind County. Further,
31 County approval of any subcontract shall not be construed to limit in any way

1 Contractor's performance, obligations, or responsibilities, to County, nor shall such
2 approval limit in any way any of County's rights or remedies contained in this Agreement.

3 Additionally, County approval of any subcontract shall not be construed in any way to
4 constitute the determination of the allowability or appropriateness of any cost or payment
5 under this Agreement.

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

16 G. In the event that County consents to any subcontracting, such consent
17 shall be subject to County's right to terminate, in whole or in part, any subcontract at any
18 time upon written notice to Contractor when such action is deemed by County to be in its
19 best interest. County shall not be liable or responsible in any way to Contractor, to any
20 subcontractor, or to any officers, employees, independent contractors, or agents of
21 Contractor or any subcontractor, for any liability, damages, costs, or expenses arising
22 from or related to County's exercise of such right.

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

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

30 J. In the event that County consents to any subcontracting, Contractor shall
31 be solely liable and responsible for any and all payments and/or other compensation to

1 all subcontractors and their officers, employees, independent contractors, and agents.
2 County shall have no liability or responsibility whatsoever for any payment and/or other
3 compensation for any subcontractors or their officers, employees, independent
4 contractors, and agents.

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

10 L. In the event that County consents to any subcontracting, Contractor shall
11 obtain and maintain on file an executed Subcontractor Employee Acknowledgment of
12 Employer, for each of the subcontractor's employees performing services under the
13 subcontract. Such Acknowledgments shall be delivered to the Chief of DMH's Contracts
14 Development and Administration Division on or immediately after the commencement
15 date of the particular subcontract but in no event later than the date such employee first
16 performs any services under the subcontract.

17 M. County shall have no liability or responsibility whatsoever for any payment
18 or other compensation for any subcontractor/independent contractor or its officers,
19 employees, and agents.

20 N. Director is hereby authorized to act for and on behalf of County pursuant to
21 this Paragraph 22, including, but not limited to, consenting to any subcontracting.

22 23. **GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be
23 governed by, and construed in accordance with, the laws of the State of California.
24 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of
25 California for all purposes regarding this Agreement and further agrees and consents
26 that venue of any action brought hereunder shall be exclusively in the County of Los
27 Angeles, California. Further, this Agreement shall be governed by, and construed in
28 accordance with, all laws, regulations, and contractual obligations of County under its
29 agreement with the State.

30 24. **COMPLIANCE WITH APPLICABLE LAW:**

31 A. Contractor shall comply with all Federal, including, but not limited to, Title

1 XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations,
2 manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives
3 applicable to its performance hereunder. Further, all provisions required thereby to be
4 included in this Agreement are hereby incorporated herein by reference.

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

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

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

20 **25. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND**
21 **CERTIFICATES:**

22 A. Contractor shall obtain and maintain in effect during the term of this
23 Agreement, all licenses, permits, registrations, accreditations, and certificates, as
24 required by all Federal, State, and local laws, ordinances, rules, regulations, manuals,
25 guidelines, and directives, which are applicable to Contractor's site(ies) and services
26 under this Agreement. Contractor shall further ensure that all of its officers, employees,
27 and independent contractors, who perform services hereunder, shall obtain and maintain
28 in effect during the term of this Agreement all licenses, permits, registrations,
29 accreditations, and certificates which are applicable to their performance hereunder. A
30 copy of each independent contractor's license, permit, registration, accreditation, and
31 certificate as required by all applicable Federal, State, and local laws, ordinances, rules,

1 regulations, manuals, guidelines and directives shall be provided, to DMH's Office of the
2 Medical Director.

3 **26. TERMINATION FOR DEFAULT:**

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

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

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

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

20 C. The rights and remedies of County provided in this Paragraph 25 shall not
21 be exclusive and are in addition to any other rights and remedies provided by law or
22 under this Agreement.

23 **27. TERMINATION FOR IMPROPER CONSIDERATION:** County may, by written
24 notice to Contractor, immediately terminate the right of Contractor to proceed under this
25 Agreement if it is found that consideration, in any form, was offered or given by
26 Contractor, either directly or through an intermediary, to any County officer, employee or
27 agent with the intent of securing the Agreement or securing favorable treatment with
28 respect to the award, amendment or extension of the Agreement or the making of any
29 determinations with respect to the Contractor's performance pursuant to the Agreement.

30 In the event of such termination, County shall be entitled to pursue the same remedies
31 against Contractor as it could pursue in the event of default by the Contractor.

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

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

7 **28. TERMINATION FOR INSOLVENCY:**

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

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

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

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

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

20 B. The rights and remedies of County provided in this Paragraph 28 shall not
21 be exclusive and are in addition to any other rights and remedies provided by law or
22 under this Agreement

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

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

30 **31. WAIVER:** No waiver by County of any breach of any provision of this Agreement
31 shall constitute a waiver of any other breach of such provision. Failure of County to

1 enforce at any time, or from time to time, any provision of this Agreement shall not be
2 construed as a waiver thereof. The rights and remedies set forth in this Paragraph 31
3 shall not be exclusive and are in addition to any other rights and remedies provided by
4 law or under this Agreement.

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

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

23 34. **RESTRICTIONS ON LOBBYING:** If any Federal funds are to be used to pay for
24 any of Contractor's services under this Agreement, Contractor shall fully comply with all
25 certification and disclosure requirements prescribed by Section 319 of Public Law
26 101-121 (31 United States Code Section 1352) and any implementing regulations, and
27 shall ensure that each of its subcontractors receiving funds under this Agreement also
28 fully complies with all such certification and disclosure requirements.

29 35. **CERTIFICATION OF DRUG-FREE WORK PLACE:** Contractor certifies and
30 agrees that Contractor and its employees shall comply with DMH's policy of maintaining
31 a drug-free work place. Contractor and its employees shall not manufacture, distribute,

1 dispense, possess, or use any controlled substances as defined in 21 United States
2 Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and
3 amphetamines, at any of Contractor's facilities or work sites or County's facilities or work
4 sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to
5 any criminal drug statute violation occurring at any such site or work site, then
6 Contractor, within five days thereafter, shall notify Director in writing.

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

14 37. **CHILD SUPPORT COMPLIANCE PROGRAM**:

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

20 As required by County's Child Support Compliance Program (County Code
21 Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply
22 with all applicable provisions of law, Contractor warrants that it is now in compliance and
23 shall during the term of this Agreement maintain in compliance with employment and
24 wage reporting requirements as required by the Federal Social Security Act (42 USC
25 Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall
26 implement all lawfully served Wage and Earnings Withholdings Orders or Child Support
27 Services Department Notices of Wage and Earnings Assignment for Child, Family, or
28 Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code
29 Section 5246(b).

30 B. Termination for Breach of Warranty to Maintain Compliance with County's
31 Child Support Compliance Program: Failure of Contractor to maintain compliance with

1 the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to
2 County's Child Support Compliance Program) shall constitute default under this
3 Agreement. Without limiting the rights and remedies available to County under any other
4 provision of this Agreement, failure of Contractor to cure such default within 90 calendar
5 days of written notice shall be grounds upon which County may terminate this
6 Agreement pursuant to Paragraph 26 (TERMINATION FOR DEFAULT) and pursue
7 debarment of Contractor, pursuant to County Code Chapter 2.202.

8 **38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME**

9 **CREDIT:** Contractor shall notify its employees, independent contractors, and shall
10 require each subcontractor to notify its employees, that they may be eligible for the
11 federal Earned Income Credit under the federal income tax laws. Such notice shall be
12 provided in accordance with the requirements set forth in Internal Revenue Service
13 Notice 1015.

14 **39. USE OF RECYCLED-CONTENT PAPER PRODUCTS:** Consistent with the
15 Board of Supervisors' policy to reduce the amount of solid waste deposited at the County
16 landfills, the Contractor agrees to use recycled-content paper to the maximum extent
17 possible on the Project.

18 **40. CONTRACTOR RESPONSIBILITY AND DEBARMENT:**

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

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

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

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

14 E. The Contractor Hearing Board will conduct a hearing where evidence on
15 the proposed debarment is presented. The Contractor and/or the Contractor's
16 representative shall be given an opportunity to submit evidence at that hearing. After the
17 hearing, the Contractor Hearing Board shall prepare a tentative proposed decision,
18 which shall contain a recommendation regarding whether the contractor should be
19 debarred, and, if so, the appropriate length of time of the debarment. The Contractor
20 and the Department shall be provided an opportunity to object to the tentative proposed
21 decision prior to its presentation to the Board of Supervisors.

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

27 G. If a Contractor has been debarred for a period longer than five years, that
28 Contractor may, after the debarment has been in effect for at least five years, submit a
29 written request for review of the debarment determination to reduce the period of
30 debarment or terminate the debarment. The County may, in its discretion, reduce the
31 period of debarment or terminate the debarment if it finds that the Contractor has

adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

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

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

41. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45

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

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

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

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

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

31 /

1 45. **CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR**
2 **GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR**
3 **EMPLOYMENT**: Should Contractor require additional or replacement personnel after
4 the effective date of this Agreement, Contractor shall give consideration for any such
5 employment openings to participants in the County's Department of Public Social
6 Services' Greater Avenues for Independence (GAIN) Program or General Relief
7 Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications
8 for the open position. If Contractor decides to pursue consideration of GAIN/GROW
9 participants for hiring, Contractor shall provide information regarding job openings and
10 job requirements to Department of Public Social Services' GAIN/GROW staff at
11 GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job
12 category, to contractor.

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

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

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

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

31 /

1 48. **ENTIRE AGREEMENT:** The body of this Agreement and Exhibits A, B, C, D, E,
2 F, G and H attached hereto and incorporated herein by reference, shall constitute the
3 complete and exclusive statement of understanding between the parties which
4 supersedes all previous agreements, written or oral, and all other communications
5 between the parties relating to the subject matter of this Agreement. In the event of any
6 conflict or inconsistency in the definition or interpretation of any word, responsibility, or
7 schedule, or the contents or description of any service or other work, or otherwise,
8 between the body of this Agreement and the exhibits, such conflict or inconsistency shall
9 be resolved by giving precedence first to the body of this Agreement and then to such
10 other documents according to the following priority:

11 Exhibit A—DESCRIPTION OF SERVICES

12 Exhibit B—BILLING, PAYMENT AND SCHEDULE OF RATES

13 Exhibit C—ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

14 Exhibit D—SAFELY SURRENDERED BABY LAW

15 Exhibit E—CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
16 AGREEMENT

17 Exhibit F—CONTRACT EMPLOYEE ACKNOWLEDGEMENT AND
18 CONFIDENTIALIT AGREEMENT

19 Exhibit G—CONTRACTOR NON-EMPLOYEE AND CONFIDENTIALITY
20 AGREEMENT

21 Exhibit H—CONTRACTORS CHARITABLE ACTIVITIES COMPLIANCE

22 49. **FORCE MAJEURE:**

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

1 B. Notwithstanding the foregoing, a default by a an independent contractor
2 shall not constitute a force majeure event, unless such default arises out of causes
3 beyond the control of both Contractor and such independent contractor, and without any
4 fault or negligence of either of them. In such case, Contractor shall not be liable for
5 failure to perform, unless the goods or services to be furnished by the independent
6 contractor were obtainable from other sources in sufficient time to permit Contractor to
7 meet the required performance schedule. As used in the sub-paragraph, the term
8 "independent contractor" mean independent contractor at any tier.

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

13 50. **CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE**
14 **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:** Under
15 this Agreement, Contractor ("Business Associate") provides services ("Services") to
16 County ("Covered Entity") and Business Associate receives, has access to, or creates
17 Protected Health Information in order to provide those Services. Covered Entity is
18 subject to the Administrative Simplification requirements of the Health Insurance
19 Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated
20 thereunder, including the Standards for Privacy of Individually Identifiable Health
21 Information ("the Privacy Regulations") and the Health Insurance Reform: Security
22 Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and
23 164 ("together, the "Privacy and Security Regulations").

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

29 Therefore, the parties agree as follows:

30 DEFINITIONS

31 1.1 "Disclose" or "Disclosure" means, with respect to Protected Health

1 Information, the release, transfer, provision of access to, or divulging in any other
2 manner of Protected Health Information outside Business Associate's internal operations
3 or to other than its employees.

4 1.2 "Electronic Media" has the same meaning as the term "electronic media" in
5 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including
6 memory devices in computers (hard drives) and any removable/transportable digital
7 memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
8 (2) Transmission media used to exchange information already in electronic storage
9 media. Transmission media include, for example, the internet (wide-open), extranet
10 (using internet technology to link a business with information accessible only to
11 collaborating parties), leased lines, dial-up lines, private networks, and the physical
12 movement of removable/transportable electronic storage media. Certain transmissions,
13 including of paper, via facsimile, and of voice, via telephone, are not considered to be
14 transmissions via electronic media, because the information being exchanged did not
15 exist in electronic form before the transmission.

16 1.3 "Electronic Protected Health Information" has the same meaning as the
17 term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic
18 Protected Health Information means Protected Health Information that is (i) transmitted
19 by electronic media; (ii) maintained in electronic media.

20 1.4 "Individual" means the person who is the subject of Protected Health
21 Information and shall include a person who qualifies as a personal representative in
22 accordance with 45 C.F.R. § 164.502(g).

23 1.5 "Protected Health Information" has the same meaning as the term
24 "protected health information" in 45 C.F.R. § 160.103, limited to the information created
25 or received by Business Associate from or on behalf of Covered Entity. Protected Health
26 Information includes information, whether oral or recorded in any form or medium, that (i)
27 relates to the past, present, or future physical or mental health or condition of an
28 Individual; the provision of health care to an Individual, or the past, present or future
29 payment for the provision of health care to an Individual; (ii) identifies the Individual (or
30 for which there is a reasonable basis for believing that the information can be used to
31 identify the Individual); and (iii) is received by Business Associate from or on behalf of

1 Covered Entity, or is created by Business Associate, or is made accessible to Business
2 Associate by Covered Entity. "Protected Health Information" includes Electronic Health
3 Information.

4 1.6 "Required By Law" means a mandate contained in law that compels an
5 entity to make a Use or Disclosure of Protected Health Information and that is
6 enforceable in a court of law. Required by law includes, but is not limited to, court orders
7 and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a
8 governmental or tribal inspector general, or any administrative body authorized to require
9 the production of information; a civil or an authorized investigative demand; Medicare
10 conditions of participation with respect to health care providers participating in the
11 program; and statutes or regulations that require the production of information, including
12 statutes or regulations that require such information if payment is sought under a
13 government program providing benefits.

14 1.7 "Security Incident" means the attempted or successful unauthorized
15 access, Use, Disclosure, modification, or destruction of information in, or interference
16 with system operations of, an Information System which contains Electronic Protected
17 Health Information. However, Security Incident does not include attempts to access an
18 Information System when those attempts are not reasonably considered by Business
19 Associate to constitute an actual threat to the Information System.

20 1.8 "Services" has the same meaning as in the body of this Agreement.

21 1.9 "Use" or "Uses" means, with respect to Protected Health Information, the
22 sharing, employment, application, utilization, examination or analysis of such Information
23 within Business Associate's internal operations.

24 1.10 Terms used, but not otherwise defined in this Paragraph shall have the
25 same meaning as those terms in the HIPAA Regulations.

26 **OBLIGATIONS OF BUSINESS ASSOCIATE**

27 2.1 Permitted Uses and Disclosures of Protected Health Information.
28 Business Associate:

29 (a) shall Use and Disclose Protected Health Information as necessary
30 to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and
31 5.2 of this Agreement;

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

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

1 business days from the date the Business Associate becomes aware of the non-
2 permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

3 Chief Privacy Officer, County of Los Angeles

4 Kenneth Hahn Hall of Administration

5 500 West Temple Street.

6 Suite 525

7 Los Angeles, CA 90012

8 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the
9 extent practicable, any harmful effect that is known to Business Associate of a Use or
10 Disclosure of Protected Health Information by Business Associate in violation of the
11 requirements of this Paragraph.

12 2.5 Availability of Internal Practices, Books and Records to Government
13 Agencies. Business Associate agrees to make its internal practices, books, and records
14 relating to the Use and Disclosure of Protected Health Information available to the
15 Secretary of the federal Department of Health and Human Services for purposes of
16 determining Covered Entity's compliance with the Privacy and Security Regulations.
17 Business Associate shall immediately notify Covered Entity of any requests made by the
18 Secretary and provide Covered Entity with copies of any documents produced in
19 response to such request.

20 2.6 Access to Protected Health Information. Business Associate shall, to the
21 extent Covered Entity determines that any Protected Health Information constitutes a
22 "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health
23 Information specified by Covered Entity available to the Individual(s) identified by
24 Covered Entity as being entitled to access and copy that Protected Health Information.
25 Business Associate shall provide such access for inspection of that Protected Health
26 Information within two (2) business days after receipt of request from Covered Entity.
27 Business Associate shall provide copies of that Protected Health Information within five
28 (5) business days after receipt of request from Covered Entity.

29 2.7 Amendment of Protected Health Information. Business Associate shall, to
30 the extent Covered Entity determines that any Protected Health Information constitutes a
31 "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to

1 Protected Health Information that are requested by Covered Entity. Business Associate
2 shall make such amendment within ten (10) business days after receipt of request from
3 Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. §
4 164.526.

5 2.8 Accounting of Disclosures. Business Associate agrees to maintain
6 documentation of the information required to provide an accounting of Disclosures of
7 Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this
8 information available to Covered Entity upon Covered Entity's request, in order to allow
9 Covered Entity to respond to an Individual's request for accounting of disclosures.
10 However, Business Associate is not required to provide an accounting of Disclosures
11 that are necessary to perform its Services if such Disclosures are for either payment or
12 health care operations purposes, or both. Additionally, such accounting is limited to
13 disclosures that were made in the six (6) years prior to the request (not including
14 disclosures that were made prior to the compliance date of the Privacy Rule, April 14,
15 2003) and shall be provided for as long as Business Associate maintains the Protected
16 Health Information.

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

29 **OBLIGATION OF COVERED ENTITY**

30 3.1 Obligation of Covered Entity. Covered Entity shall notify Business
31 Associate of any current or future restrictions or limitations on the use of Protected

1 Health Information that would affect Business Associate's performance of the Services,
2 and Business Associate shall thereafter restrict or limit its own uses and disclosures
3 accordingly.

4 **TERM AND TERMINATION**

5 4.1 Term. The term of this Paragraph shall be the same as the term of this
6 Agreement. Business Associate's obligations under Sections 2.1 (as modified by
7 Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or
8 expiration of this Agreement.

9 4.2 Termination for Cause. In addition to and notwithstanding the termination
10 provisions set forth in this Agreement, upon Covered Entity's knowledge of a material
11 breach by Business Associate, Covered Entity shall either:

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

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

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

19 4.3 Disposition of Protected Health Information Upon Termination or
20 Expiration. (a) Except as provided in paragraph (b) of this section, upon termination for
21 any reason or expiration of this Agreement, Business Associate shall return or destroy all
22 Protected Health Information received from Covered Entity, or created or received by
23 Business Associate on behalf of Covered Entity. This provision shall apply to Protected
24 Health Information that is in the possession of subcontractors or agents of Business
25 Associate. Business Associate shall retain no copies of the Protected Health
26 Information.

27 (b) In the event that Business Associate determines that returning or
28 destroying the Protected Health Information is infeasible, Business Associate shall
29 provide to Covered Entity notification of the conditions that make it infeasible. If return or
30 destruction is infeasible, Business Associate shall extend the protections of this
31 Agreement to such Protected Health Information and limit further Uses and Disclosures

1 of such Protected Health Information to those purposes that make the return or
2 destruction infeasible, for so long as Business Associate maintains such Protected
3 Health Information.

4 MISCELLANEOUS

5 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon
6 any person other than the parties and their respective successors or assigns, any rights,
7 remedies, obligations, or liabilities whatsoever.

8 5.2 Use of Subcontractors and Agents. Business Associate shall require each
9 of its agents and subcontractors that receive Protected Health Information from Business
10 Associate, or create Protected Health Information for Business Associate, on behalf of
11 Covered Entity, to execute a written agreement obligating the agent or subcontractor to
12 comply with all the terms of this Paragraph.

13 5.3 Relationship to Services Agreement Provisions. In the event that a
14 provision of this Paragraph is contrary to another provision of this Agreement, the
15 provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed
16 under, and in accordance with, the terms of this Agreement.

17 5.4 Regulatory References. A reference in this Paragraph to a section in the
18 Privacy or Security Regulations means the section as in effect or as amended.

19 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of
20 a meaning that permits Covered Entity to comply with the Privacy and Security
21 Regulations.

22 5.6 Amendment. The parties agree to take such action as is necessary to
23 amend this Paragraph from time to time as is necessary for Covered Entity to comply
24 with the requirements of the Privacy and Security Regulations."

25 51. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

29 B Written Employee Jury Service Policy:

30 1.1 Unless Contractor has demonstrated to the County's satisfaction
31 either that Contractor is not a "Contractor" as defined under the Jury Service Program

1 (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to
2 the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall
3 have and adhere to a written policy that provides that its Employees shall receive from
4 the Contractor, on an annual basis, no less than five days of regular pay for actual jury
5 service. The policy may provide that Employees deposit any fees received for such
6 jury service with the Contractor or that the Contractor deduct from the Employee's
7 regular pay the fees received for jury service.

8 1.2 For purposes of this Section, "Contractor" means a person,
9 partnership, corporation or other entity which has an Agreement with the County or a
10 subcontract with a County Contractor and has received or will receive an aggregate sum
11 of \$50,000 or more in any 12-month period under one or more County Agreements or
12 subcontracts. "Employee" means any California resident who is a full-time employee of
13 Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of
14 hours if: 1) the lesser number is a recognized industry standard as determined by the
15 County, or 2) Contractor has a long-standing practice that defines the lesser number of
16 hours as full-time. Full-time employees providing short-term, temporary services of 90
17 days or less within a 12-month period are not considered full-time for purposes of the
18 Jury Service Program. If Contractor uses any subcontractor to perform services for the
19 County under the Agreement, the subcontractor shall also be subject to the provisions of
20 this Section. The provisions of this Section shall be inserted into any such subcontract
21 Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

22 1.3 If Contractor is not required to comply with the Jury Service
23 Program when the Agreement commences, Contractor shall have a continuing obligation
24 to review the applicability of its "exception status" from the Jury Service Program, and
25 Contractor shall immediately notify County if Contractor at any time either comes within
26 the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies
27 for an exception to the Program. In either event, Contractor shall immediately implement
28 a written policy consistent with the Jury Service Program. The County may also require,
29 at any time during the Agreement and at its sole discretion, that Contractor demonstrate
30 to the County's satisfaction that Contractor either continues to remain outside of the Jury
31 Service Program's definition of "Contractor" and/or that Contractor continues to qualify

1 for an exception to the Program.

2 1.4 Contractor's violation of this section of the Agreement may
3 constitute a material breach of the Agreement. In the event of such material breach,
4 County may, in its sole discretion, terminate the Agreement and/or bar Contractor from
5 the award of future County Agreements for a period of time consistent with the
6 seriousness of the breach.

7 **52. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY**

8 **LAW:** The Contractor shall notify and provide to its employees, and shall require each
9 independent contractor to notify and provide to its employees, a fact sheet regarding the
10 Safely Surrendered Baby Law, its implementation in Los Angeles County, and where
11 and how to safely surrender a baby. The fact sheet is set forth in **Exhibit D** of this
12 Agreement and is also available on the Internet at www.babysafela.org for printing
13 purposes.

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

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

23 **54. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS:**

24 Notwithstanding any other provision of this Agreement, this Agreement shall not be
25 effective and binding upon the parties unless and until County's Board of Supervisors
26 appropriates funds for purposes hereof in County's Budget for County's current Fiscal
27 Year. Further, County shall not be obligated for Contractor's performance hereunder or
28 by any provision of this Agreement during any of County's future Fiscal Years unless and
29 until County's Board of Supervisors appropriates funds for purposes hereof in County's
30 Budget for each such future Fiscal Year. In the event that funds are not appropriated for
31 this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year

1 for which funds were appropriated.

2 55. **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF**

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

14 56. **CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY**

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

24 There are a variety of different reasons why an individual or entity may be
25 excluded from participating in a Federally funded health care program. Sometimes, the
26 exclusion is mandatory and in other cases the OIG has the discretion not to exclude.

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

30 Permissive exclusions may be based on: (1) conviction of a misdemeanor related
31 to fraud or financial misconduct involving a government program; (2) obstructing an

1 investigation; (3) failing to provide access to documents or premises as required by
2 federal healthcare program officials; (4) conviction of a misdemeanor related to
3 controlled substances; (5) failing to disclose information about the entity itself, its
4 subcontractors or its significant business transactions; (6) loss of a state license to
5 practice a healthcare profession; (7) default on a student loan given in connection with
6 education in a health profession; (8) charging excessive amounts to a Federally funded
7 health care program or furnishing services of poor quality or which are substantially in
8 excess of the needs of the patients; (9) paying a kickback or submitting a false or
9 fraudulent claim. Persons controlling or managing excluded entities who knew of the
10 conduct leading to the exclusion can themselves be excluded, and entities which are
11 owned and controlled by excluded individuals can also be excluded.

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

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

20 57. **PERFORMANCE STANDARDS AND OUTCOME MEASURES:** The Contractor
21 shall comply with all applicable Federal, State, and County policies and procedures
22 relating to performance standards and outcome measures. This is applicable
23 whenever specific Federal or State funding, which has policies or procedures for
24 performance standards and/or outcome measures has been included as part of the
25 Contractor's contract and shall apply for all County policies, procedures, or
26 departmental bulletins approved by the Director or his designee for performance
27 standards and/or outcome measures. County will notify Contractor whenever County
28 policies or procedures are to apply to this contract provision at least, where feasible,
29 30 calendar days prior to implementation.

30 These Federal, State or County performance standards and/or outcome
31 measures will be used as part of the determination of the effectiveness of the services

delivered by the Contractor.

58. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:** This contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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

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

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

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

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

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

Debarment).

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

59. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY

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

60. CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY

AGREEMENT: Contractor shall maintain on file an executed Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit F) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

61. CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND

CONFIDENTIALITY AGREEMENT: Contractor shall maintain on file an executed Contractor Non-Employee Acknowledgement and Confidentiality Agreement (Exhibit G)

for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

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

To Contractor:

Attention:

To County:

Department of Mental Health
Contracts Development and Administration Division
550 South Vermont Ave., 5th Floor
Los Angeles, CA 90020

Attention:

Richard Kushi, Chief

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

5
6 COUNTY OF LOS ANGELES
7
8

9 By _____
10 MARVIN J. SOUTHARD, D.S.W.
11 Director of Mental Health
12
13
14

15 _____
16 CONTRACTOR
17

18
19 By _____
20

21 Name _____
22

23 Title _____
24 (AFFIX CORPORATE SEAL HERE)
25
26
27

28 APPROVED AS TO FORM:
29 OFFICE OF THE COUNTY COUNSEL
30

31 APPROVED AS TO CONTRACT
32 ADMINISTRATION:
33

34 DEPARTMENT OF MENTAL HEALTH
35
36
37

38 By _____
39 Chief, Contracts Development and
40 Administration Division
41
42

RB: Temp Psyc. Svcs. Agreement 07-08

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Upon request, the independent contractors shall provide County mental health sites with personnel services listed herein. Independent contractors agree to provide, upon advance notice, such services on a 7 days per week, 24 hours per day basis. All such services shall be provided in accordance with specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B.

Independent contractors who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County mental health site's mental health administration.

A. Psychiatrist Services: Services to be provided hereunder shall include, but shall not be limited to:

- 1) Providing direct patient care, including work with individual patients, their families and significant others;
- 2) Consulting with other staff regarding patient care, medical and diagnostic work performed;
- 3) Participating in treatment team planning;
- 4) Performing psychiatric consultations with patients;
- 5) Conducting or coordinating appropriate physical, psychological, and laboratory assessment of patients to determine treatment and medication needs;
- 6) Prescribing medications;

- 7) Referring patients to other human service agencies and consulting with such, as required; and
 - 8) Authorizing involuntary detention and transfer to hospitals as required.
- B. Persons to be Served: Services shall be provided to diverse client populations served by DMH directly operated sites: (1) children, adolescents, adult, older adults, and families; (2) jail inmates; and (3) individuals with dual diagnosis (mental and substance use disorders).
- C. Assignments: Independent contractors hereby acknowledge and accept that work assignments may be short or long term (i.e., a few days to several months), and they may be required to travel between sites.

2. CONTRACTOR'S RESPONSIBILITIES:

- A. Business License: Contractor shall provide evidence that it has, for a minimum of 3 years, been in business as a provider of personnel services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide the Department of Mental Health, Contracts Development and Administration Division, with a copy of its current business license (or local government entity equivalent) and Federal and State Employer Identification Numbers.
- B. Contract Manager: Contractor shall identify a Contract Manager who shall be responsible for overall operation of the Contract.
- C. Prohibition Against Recruitment of County-Employed Psychiatrist: Contractor, and/or Contractor's employees, officers or agents, shall not hire,

recruit, attempt to recruit, or cause to be recruited, any County-employed psychiatrist, as psychiatrist for Contractor.

Any such attempted hiring or recruitment of any County-employed psychiatrist by Contractor, its employees, officers or agents shall constitute a material breach of this Agreement upon which the County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1 (TERM) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

D. Prohibition Against the Utilization of County-Employed Psychiatrist:

Contractor shall not utilize any current County-employed psychiatrist (whether full-time or part-time) for the provision of services pursuant to this Agreement.

E. Recruitment:

1) Contractors shall verify that all independent contractors meet the professional qualifications described in Paragraph 5 of this Exhibit, prior to referring independent contractors to the Office of the Medical Director (OMD).

2) Contractor shall disclose to DMH's OMD the name of the independent contractor, location of work site, and duration of work assignment upon referral of an independent contractor to DMH's OMD.

3) Contractor shall retain and make available to County, upon request, documentation of all such professional qualifications, as described in

Paragraph 5 of this Exhibit, for purposes of inspection and audit.

4) If at any time it is discovered that an independent contractor lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such a person, County shall not pay for the time worked by that individual.

5) County, in its sole discretion, may refuse utilization of an independent contractor.

6) County mental health sites will not accept the services of Contractor's independent contractors with non-immigrant H-1A visa status during the term of this Agreement.

7) Contractor shall, at no cost to the County, make all travel arrangements to and from the County of Los Angeles, California, and shall be responsible for providing, or arranging for, housing for such out-of-state independent contractor, as needed.

F. County Mandated Staff Training: Independent contractors providing services hereunder shall complete County mandated trainings, such as Sexual Harassment Prevention training. Documentation that independent contractors have attended mandated training shall be retained by the County mental health site for purposes of inspection and audit.

G. Infection Control: If any of the independent contractors are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall

report such occurrences to the County mental health site 24 hours of becoming aware of the diagnosis.

For the purposes of this Agreement, the infectious diseases reportable hereunder are listed in the Public Health List of Reportable Diseases.

- H. County Site Orientation: In-house orientation of all independent contractors may be required by any County mental health site. Orientation time at any given County mental health site shall be at County's expense up to a maximum of 8 hours.

3. TERM OF PERSONNEL ASSIGNMENT: The assignment of any Contractor's independent contractors to a County mental health site hereunder shall not extend beyond the expiration date of this Agreement.

4. INDEPENDENT CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

- A. Licenses, Registrations and Certificates: All independent contractors providing services hereunder shall have the following professional qualifications, which must be valid and in force:

- 1) Certificate of completion of a psychiatric residency training program accredited by the Accreditation Council for Graduate Medical Education (ACGME) or equivalent.
- 2) Board eligibility or certification by the American Board of Psychiatry and Neurology, Inc. (ABPN) in General Psychiatry.
- 3) Board eligibility or certification in child and adolescent psychiatry only if independent contractor provides services to children and adolescents.
- 4) Certificate of current Controlled Substance Registration issued by

the Drug Enforcement Administration (DEA).

5) Physician and Surgeon license issued by the Medical Board of California.

6) Eligibility to participate in federally funded health care programs, as verified with the Office of the Inspector General (OIG) and the Medi-Cal suspended and ineligible list.

B. DMH will conduct criminal background investigations (including fingerprints).

In addition, Los Angeles County Sheriff's Department will conduct extensive background investigations on persons assigned to jail facilities.

C. Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach." If such breach is not cured within 10 business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to provisions of Paragraph 1 (TERM) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

5. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S INDEPENDENT CONTRACTORS: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's independently contracted psychiatrists to

County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County mental health sites and that County mental health sites cannot restrict access to such information by independent contractors.

In the event an independent contractor expresses interest in County employment and County mental health site desires to recruit such independent contractor, County mental health site shall give notice of such fact to Contractor.

6. GENERAL CONDITIONS:

A. Contractor shall establish appropriate policies and procedures for an independent contractor who experiences an industrial accident while working at a County mental health site.

1) Contractor or independent contractor shall report industrial accidents that occur in at a County mental health site to the County mental health site's administrator or his/her authorized designee.

2) Contractor shall give each of its independent contractor providing services hereunder written instructions on the above policies and procedures.

3) A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

B. While at a County mental health site, independent contractor shall report to County mental health site's Administrator or his/her authorized designee.

- C. County may immediately cancel the Contractor's work site agreement and immediately terminate any independent contractor from providing services at a County mental health site for the following reasons:
- 1) The independent contractor fails to comply with the terms of this Agreement, including, but not limited to required professional qualifications and eligibility to participate in federally funded health care programs, and
 - 2) The conduct of any independent contractor adversely affects the delivery of mental health services or poses imminent danger to the life or health of County patients/employees.
- D. Independent contractors, who agree to perform services at County mental health site, understand that a caseload shall not be in excess of a County-employed psychiatrist.
- E. County shall provide each independent contractor with a photo identification badge, with Contractor's name and the independent contractor's name easily visible. Such badge shall be worn at all times by independent contractors at a County mental health site.

EXHIBIT B

BILLING, PAYMENT, AND SCHEDULE OF RATES

1. **BILLING AND PAYMENT:** Upon reporting for and leaving work, independent contractors shall sign in and out on Contractor-provided daily time sheets. County may request Contractor to use County-provided daily time sheets during the term of this Agreement, in which case a copy of the daily time sheet shall be sent to the Contractor weekly.
2. If Contractor removes independent contractor from County mental health site premises upon receipt of oral or written notice from County mental health site that the actions of the independent contractor may adversely affect the delivery of mental health services, Contractor shall bill County for only actual hours, or portion thereof, worked by independent contractor prior to his/her removal.
3. Contractor shall bill County at a minimum of 30 days after services are provided, in arrears, in accordance with terms, conditions, and rates set forth below. All billings shall clearly reflect and provide reasonable details of the services for which invoice/claim is made, including, but not limited to, type of services provided, names of independent contractors who provided services, dates and hours worked, and any other charges, as set forth in this Agreement.
4. Contractor shall submit original invoices with attached signed timesheets to the attention of the Accounting Division, Department of Mental Health, promptly at the end of each month. Upon receipt of a complete and correct invoice, County shall pay Contractor within 30 working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

5. DEFINITIONS: For the purpose of this Agreement, the following definitions and payment provisions shall apply.

A. Overtime: Any hours worked in excess of a 40-hour week.

B. Holidays: County holidays are from start of shift on or after 8:00 a.m. on the morning of the holiday and ending on or before 8:00 a.m. the following day. For the purposes of this Agreement and provided that prior authorization is obtained, County shall pay the holiday rate only for the following holidays:

- 1) New Year's Day
- 2) Memorial Day
- 3) Fourth of July
- 4) Labor Day
- 5) Thanksgiving Day
- 6) Christmas Day

6. GENERAL CONDITIONS: County mental health site may change or cancel a work site agreement without incurring any financial liability upon providing Contractor with at least 14 days prior notice.

7. RATES: All-inclusive Locum Tenens rates for independently contracted psychiatrist services under this Agreement shall be:

A. Daily Rate (8 hours):

- 1) \$950/day for general psychiatrists.
- 2) \$1,050/day for child and adolescent psychiatrists.
- 3) \$1,050/day for psychiatrists assigned to Jail Mental Health Services, South Los Angeles, and Antelope Valley work sites.

- 4) Up to \$1,600/day for psychiatrists assigned to the Antelope Valley work sites only during periods of critical psychiatrist staffing shortage (e.g., high vacancy rates, length of time of unanticipated absences/vacancies).

B. Hourly Rate:

- 1) \$118.75/hour for general psychiatrists.
- 2) \$131.25/hour for child and adolescent psychiatrists.
- 3) \$131.25/hour for general psychiatrists assigned to Jail Mental Health Services, South Los Angeles, and Antelope Valley work sites.
- 4) Up to \$200/hour for psychiatrists assigned to the Antelope Valley work sites only during periods of critical psychiatrist staffing shortage.

C. Overtime Rate:

- 1) \$178.13/hour for general psychiatrists.
- 2) \$196.88/hour for child and adolescent psychiatrists.
- 3) \$196.88/hour for general psychiatrists assigned to Jail Mental Health Services, South Los Angeles, and Antelope Valley work sites.
- 4) Up to \$200/hour for psychiatrists assigned to the Antelope Valley work sites only during periods of critical psychiatrist staffing shortage.

- D. Holiday Rate: If physician obtains prior authorization to work County holidays, as delineated in Paragraph 5.B of this Exhibit, 1.5 times the daily/hourly rate shall be paid for work performed at County sites, only in accordance with Paragraph 7C. 1-4 of this Exhibit, with the exception of the maximum \$200/hourly rate for work performed at the Antelope Valley work

sites only during periods of critical psychiatrist staffing shortage.

The rates set forth in this Exhibit B shall be the sole consideration paid by County to Contractor hereunder. Payment to Contractor shall be only for the actual number of hours worked by independent contractors.

Locum Tenens: Service Exhibit B

Rev. 3/09p

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph 56 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official _____
 Please print name

Signature of authorized official _____ Date _____

Attestation_Attach C

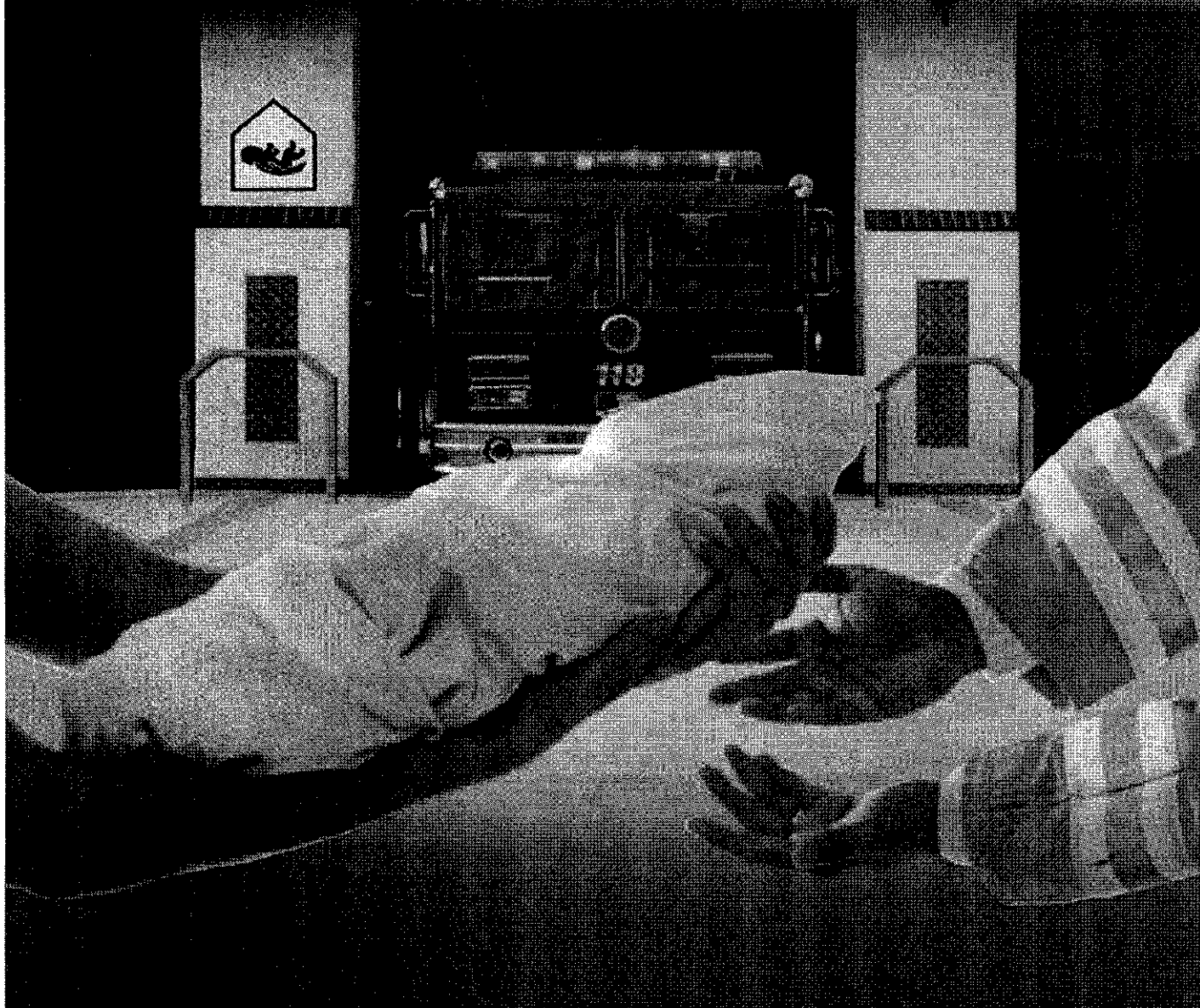
**TEMPORARY PSYCHIATRIST SERVICES AGREEMENT
EXHIBIT D**

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

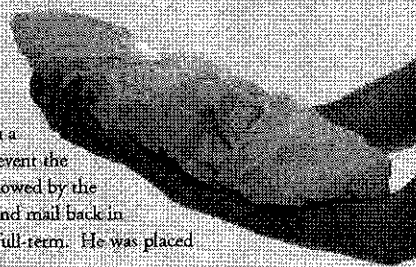
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

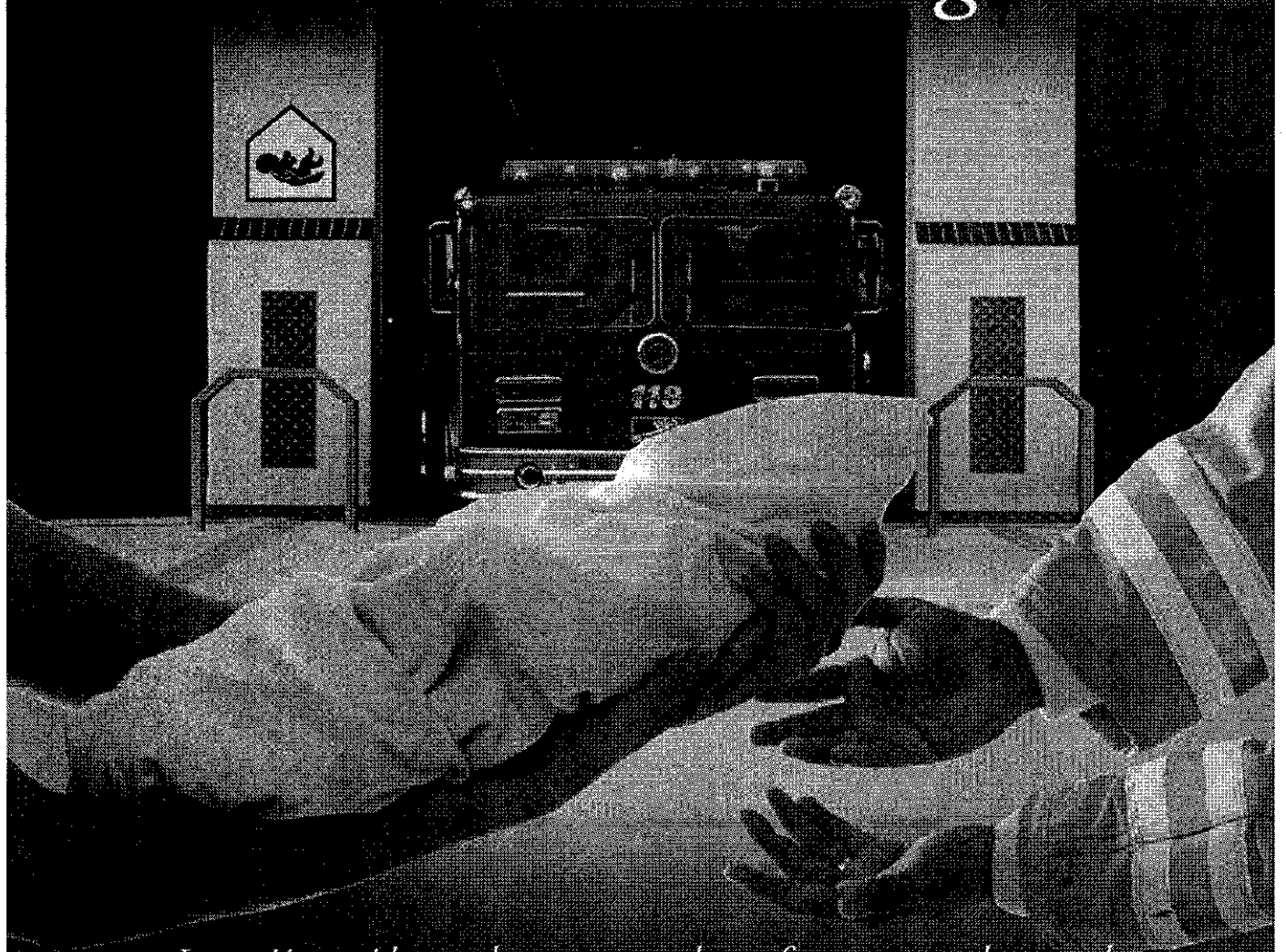
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

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

Revised (082508)

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

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

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

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

ATTACHMENT II

TEMPORARY PSYCHIATRIST SERVICES AGREEMENTS (LOCUM TENENS)
FOR FISCAL YEARS 2009-10, 2010-11 AND 2011-12

Item No.	CONTRACTOR	SUP. DIST.	Agreement Term	Daily Rates*
				FY 2009-10
1	CareerStaff Unlimited, Inc. 6191 N. State Highway 161, Suite 650 Irving, TX 75038	N/A	3 Yrs.	**\$950 per day **\$1,050 per day ***Up to \$1,600 per day
2	Global Medical Staffing, Ltd. 4970 South 900 East, Ste. J Murray, Utah 84117	N/A	3 Yrs.	**\$950 per day **\$1,050 per day ***Up to \$1,600 per day
3	Interim Physicians, Inc. P.O. Box 419161 Creve Coeur, MO 63141	N/A	3 Yrs.	*\$950 per day **\$1,050 per day ***Up to \$1,600 per day
4	LocumTenens.com, LLC 2655 Northwinds Parkway Alpharetta, GA 30009	N/A	3 Yrs.	*\$950 per day **\$1,050 per day ***Up to \$1,600 per day
5	Jackson & Coker LocumTenens, LLC 3000 Old Alabama Road, Suite 119-608 Alpharetta, GA 30022	N/A	3 Yrs.	*\$950 per day **\$1,050 per day ***Up to \$1,600 per day
6	National Medical Registry, Inc. dba NMRHealthpros, Inc., dba Solivere 901 Calle Amanecer, Suite 300 San Clemente, CA 92673	N/A	3 Yrs.	*\$950 per day **\$1,050 per day ***Up to \$1,600 per day
7	Staff Care, Inc. 5001 Statesman Drive Irving, TX 75063	N/A	3 Yrs.	*\$950 per day **\$1,050 per day ***Up to \$1,600 per day

*The daily rate is \$950, unless the LT or the site qualifies for a higher rate as described below.

**The daily rate is \$1,050 for child and adolescent psychiatrists assigned to child sites and for psychiatrists assigned to difficult-to-recruit sites/areas, i.e. Jail MH Services, South Los Angeles, and Antelope Valley.

***The daily rate for the Antelope Valley only during periods of critical psychiatrist staffing shortage will not exceed \$1,600 per day.

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

ATTACHMENT III

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

TEMPORARY PSYCHIATRIST (LOCUM TENENS)

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	CareerStaff Unlimited, Inc.	P							100	
2	Global Medical Staffing, Ltd.	P							100	
3	Interim Physicians, Inc.	P							100	
4	LocumTenens.com, LLC	P							100	
5	Jackson & Coker LocumTenens, LLC	P							100	
6	National Medical Registry, Inc. dba NMRhealthpros, Inc. dba Solvere	P							100	
7	Staff Care, Inc.	P							100	

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

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