COUNTY OF LOS ANGELES

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

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

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

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

June 17, 2004

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

P76 JUN 29 2004

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

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

Dear Supervisors:

AUTHORIZATION TO RENEW 37 PHARMACY AGREEMENTS, 21 COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENTS, 16 OUT-OF-STATE CHILD PLACEMENT MENTAL HEALTH SERVICES AGREEMENTS, 8 UNIQUE AGREEMENTS, AND 4 CONSULTANT SERVICES AGREEMENTS
AND
APPROVAL OF MULTIPLE AGREEMENT FORMATS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Department of Mental Health's (DMH) renewal of the following 86 specialized agreements:

   A. Thirty-seven Pharmacy Agreements, as listed in Attachment A, will be funded with Sales Tax Realignment funds in the amount of $30,000,000 at the rate of .85 of the Average Wholesale Price (AWP), which is the industry standard, plus a professional fee of $3.35. These agreements are a critical component in the delivery of mental health services, as prescribed medication plays a vital role in the treatment of mental health patients. The term of these 37 agreements will be effective July 1, 2004 through June 30, 2005, with four automatic one-year renewal periods.

   B. Twenty-one Community Care Residential Facility (CCRF) Agreements, as listed in Attachment B, will be funded in the amount of $1,597,000 from DMH's Interim Funding (IF) allocation pool for board and care services at the rate established by the California State Department of Social Services (SDSS) for IF board and care facilities. These agreements will provide

basic board and care services, which include personal care, supervision, assistance, guidance, and training of residents in a 24-hour CCRF. As part of the clients' total care, arrangements are made for clients to receive personal and incidental (P and I) expenses and mental health services, which may be rendered off-site at facilities other than the contractors. The term of these 21 agreements will be effective July 1, 2004 through June 30, 2005, with two automatic one-year renewal periods.

C. Sixteen Out-of-State Child Placement Mental Health Services Agreements, as listed in Attachment C, will be funded with Sales Tax Realignment funds in the amount of $3,500,000 and Senate Bill (SB) 90 appropriation funds in the amount of $2,700,000, for a total of $6,200,000. These agreements will provide mental health services to children and adolescents who are seriously emotionally disturbed (SED) and who have been assessed by DMH and determined to require residential placement and mental health services outside the State of California. The term of these 16 agreements will be effective July 1, 2004 through June 30, 2005, with two automatic one-year renewal periods.

D. Six Unique Agreements will be funded with Sales Tax Realignment funds in the amount of $2,658,067; one Mental Health Medi-Cal Professional Services Agreement - Unique Group Provider will be funded by the State Managed Care Allocation and Federal Financial Participation (FFP) Medi-Cal revenue; and one Revenue Subcontract Agreement will generate revenue reimbursement in the amount of $102,000 to DMH. Listed in Attachment D, these specialized agreements will provide acute psychiatric services to indigent individuals, academic training, mental health services at Los Angeles Community College and Cerritos Community College, advocacy assistance to adults and children, outpatient mental health services to Medi-Cal beneficiaries, and mental health services to homeless dually diagnosed adults. The term of these eight (8) agreements will be effective July 1, 2004 through June 30, 2005. However, six (6) of these agreements will have two (2) automatic one-year renewal periods; one (1) will have one (1) automatic one-year renewal period; and one (1) will not have any automatic one-year renewal period.

E. Four Consultant Services Agreements, as listed in Attachment E, will be funded with Sales Tax Realignment funds in the amount of $493,464. These agreements will provide housing assistance, cost allocation service, specialized consultation, and technical assistance services. The term of

these four (4) agreements will be effective July 1, 2004 through June 30, 2005, with two (2) automatic one-year renewal periods.

Funding for these 86 renewals is included in DMH's FY 2004-2005 Final Changes Budget.

2. Instruct the Director of Mental Health or his designee to prepare, sign, and execute these agreements between the County and contractors after DMH has prepared these agreements in accordance with Attachments A, B, C, D, and E and has obtained contractors' signatures for each Agreement.

3. Delegate authority to the Director of Mental Health to enter into future agreements, substantially similar to the Agreement formats with qualified pharmacies, CCRFs, out-of-state child placement mental health service providers, and educational institutions.

4. Approve the multiple Agreement formats, substantially similar to the following: Pharmacy Agreement (Attachment A-1), CCRF Agreement (Attachment B-1), Out-of-State Child Placement Mental Health Services Agreement (Attachment C-1), Unique Agreements (Attachments D-1, D-1a, D-1b, D-1c, D-1d, and D-1e), and Consultant Services Agreements (Attachments E-1 and E-1a).

5. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to the Pharmacy Agreements, CCRF Agreements, Out-of-State Child Placement Mental Health Services Agreements, Unique Agreements, and Consultant Services Agreements and establish as a new contracted rate or a new Maximum Contract Amount (MCA) the aggregate of each original Agreement and all amendments, provided that: 1) the County's total payments to each contractor under the Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable revised contracted daily rate or MCA; 2) any increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Office (CAO) or their designees is obtained prior to any such Amendment; 5) the parties may by written Amendment reduce programs or services and revise the applicable MCA; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is required due to the June 30, 2004 expiration date of these agreements, and new agreements are required to continue the provision of services. Upon Board approval, DMH will be able to renew the following 86 agreements for the continual provision of services without interruption:

1) Pharmacy Agreements will allow clients to have medications issued by mental health psychiatrists filled in their neighborhood pharmacies.

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

3) Out-of-State Child Placement Mental Health Services Agreements will allow for the provision of mental health services to SED children and adolescents who are residents of the County of Los Angeles, but who have been placed out-of-state because these SED children and adolescents have either failed in multiple local residential treatment programs or have been refused admission by a multitude of mental health programs in California.

4) Unique Agreements with the following contractors:

   a) Aurora Charter Oak, Limited Liability Corporation (LLC) (Indigent Beds) and College Hospital – Cerritos (Indigent Beds) – These two contractors will provide acute psychiatric inpatient hospital services to individuals who are in need of immediate acute psychiatric evaluation and/or care and who come to the attention of law enforcement and/or DMH personnel.

   b) California State University, Long Beach Foundation (CSULBF) – The Fiscal Intermediary Agreement for Academic Training and Student Professional Development Programs (formerly the Intern Training Program Services Agreement) will establish a fiscal intermediary mechanism between CSULBF and DMH for dispersing funds to student interns for training students from various academic institutions/professional schools in the core disciplines of nursing,

occupational therapy, psychiatric technician, psychology, public administration, recreational therapy, social work, and vocational rehabilitation. Through CSULBF, DMH developed a mechanism to pay stipends for students at various universities who have agreed to pursue future employment with DMH's mental health system.

c) Cerritos Community College and Los Angeles Community College Districts - These agreements for on-site mental health services will allow the County an opportunity to provide much needed mental health services to students at campuses throughout the Cerritos Community College District (CCCD) and Los Angeles Community College District (LACCD). Access to mental health services is particularly important in a college setting because it is during college that often the "first break" or the first episode of major mental illness occurs.

d) Mental Health Advocacy Services, Inc. – The Mental Health Advocacy Services Agreement will provide advocacy assistance to adults and children with mental and developmental disabilities in Los Angeles County.

e) Venice Family Clinic (DMH is the Subcontractor) – The Revenue Subcontract Agreement between DMH on behalf of the Edmund D. Edelman Westside Mental Health Center and Venice Family Clinic will allow DMH to continue to receive revenue in the amount of $102,000 for the provision of case management, outreach, and mental health services to homeless dually diagnosed adults. Thus, through this Revenue Subcontract Agreement with DMH, Venice Family Clinic will be able to continue to fulfill its obligations under the terms of the grant awarded by the United States Department of Housing and Urban Development (HUD) for the provision of mental health services to the target population.

f) University of California, Los Angeles (UCLA) Neuropsychiatric and Behavioral Health Services - The Mental Health Medi-Cal Professional Services Agreement - Unique Group Provider will provide outpatient mental health services that address mental health needs for Los Angeles County Medi-Cal beneficiaries under the Local Mental Health Plan (LMHP).

5) Consultant Services Agreements with the following contractors:

a) A Community of Friends and Homes for Life Foundation - These Consultant Services Agreements will provide assistance in the development and operation of housing alternatives for chronically mentally ill adults.

b) KPMG Limited Liability Partnership (LLP) - The Cost Allocation Consultant Services Agreement will enable KPMG LLP to help in the cost allocation process by identifying a cost per unit of service that can be accessed for reimbursement claims, cost report, or management analysis. As there can only be one actual cost per unit of service regardless of payor source, this data will serve to streamline all financial projects that determine reimbursement costs.

c) California Mental Health Directors' Association (CMHDA) - The Consultant Services Agreement with CMHDA will enhance DMH's ability to review existing practices and design an effective model for increasing access throughout Los Angeles County. The availability of specialized consultation services and technical assistance will allow DMH to fully explore the variety of system components that contribute to access issues. Consultation and technical assistance may also be used in DMH's efforts to meet mandates for new program development, especially issues related to the mapping of resources and establishing entitlement benefits for mental health consumers.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County's Programmatic Goals No. 5, "Children and Families' Well-Being," and No. 7, "Health and Mental Health," within the Countywide Strategic Plan. Approved services will be provided through the collaborative partnership between government and community-based organizations.

FISCAL IMPACT/FINANCING

There is no increase in net County cost. The specific financing of these 86 agreements is as follows:

1) Pharmacy Agreements: The renewal of 37 Pharmacy Agreements will be funded with Sales Tax Realignment funds in the amount of $30,000,000, which are included in DMH's FY 2004-2005 Final Changes Budget. The County reimburses each contractor at the rate of .85 of the AWP, which is the industry standard, plus a professional fee of $3.35 for each prescription dispensed pursuant to the Agreement for medications supplied from the pharmacy's own stock. Funding for FYs 2005-2006, 2006-2007, 2007-2008, and 2008-2009 will be requested through DMH's annual budget process. There is no MCA for these 37 agreements.

2) CCRF Agreements: The renewal of 21 CCRF Agreements will be funded with Sales Tax Realignment funds in the amount of $1,597,000, which are included in DMH's FY 2004-2005 Final Changes Budget. DMH funds the IF Program from an allocation pool, which reimburses facility operators at the board and care rate established by SDSS for a client's room and board and P and I expenses prior to the establishment of Supplemental Security Income (SSI) eligibility. Once a client's SSI application has been approved, retroactive SSI payments are used to reimburse this fund. Funding for FYs 2005-2006 and 2006-2007 will be requested through DMH's annual budget process. There is no MCA for these 21 agreements.

3) Out-Of-State Child Placement Mental Health Services Agreements: The renewal of 16 Out-of-State Child Placement Mental Health Services Agreements will be funded at the rates detailed in Attachment C. These rates are based on providers' costs, prevailing wages in the state, cost-of-living, and negotiated rates with other counties, public and private agencies, and insurance companies. These agreements will be funded with $3,500,000 of Sales Tax Realignment funds and $2,700,000 of SB 90 appropriation funds, for a total of $6,200,000, which are included in DMH's FY 2004-2005 Final Changes Budget. Funding for FYs 2005-2006 and 2006-2007 will be requested through DMH's annual budget process. There is no MCA for these 16 agreements.

4) Unique Agreements: The renewal of these eight Unique Agreements will be funded as follows:

   a) Aurora Charter Oak, LLC (Indigent Beds) and College Hospital – Cerritos (Indigent Beds) – The MCA for Aurora Charter Oak, LLC is $1,145,788 and $907,379 for College Hospital – Cerritos, fully funded with Sales Tax Realignment funds totaling $2,053,167.

b) California State University, Long Beach Foundation (CSULBF) – The MCA is $200,000, fully funded with Sales Tax Realignment funds.

c) Cerritos Community College and Los Angeles Community College Districts – There is no MCA for these two agreements, as existing DMH staff will provide on-site mental health services at these two community colleges.

d) Mental Health Advocacy Services, Inc. – The MCA is $404,900, fully funded with Sales Tax Realignment funds.

e) Venice Family Clinic (DMH is the Subcontractor) – The renewal of this Revenue Subcontract Agreement with Venice Family Clinic for FY 2004-2005 only will allow DMH to continue to receive revenue in the amount of $102,000 for the provision of mental health services to homeless dually diagnosed adults.

f) UCLA Neuropsychiatric and Behavioral Health Services - The renewal of this Mental Health Medi-Cal Professional Services Agreement - Unique Group Provider will be funded by the State Managed Care Allocation and FFP Medi-Cal revenue, which are included in DMH's FY 2004-2005 Final Changes Budget. There is no MCA for this Agreement. The contractor is reimbursed based on the State's adjudicated rates specified in the LMHP Provider Manual.

5) Consultant Services Agreements: The renewal of these four Consultant Agreements will be funded with Sales Tax Realignment funds in the amount of $493,464, which are included in DMH's FY 2004-2005 Final Changes Budget. Funding for FYs 2005-2006 and 2006-2007 will be requested through DMH's annual budget process.

a) A Community of Friends - The MCA is $152,300.

b) Homes for Life Foundation - The MCA is $131,900.

c) KPMG LLP - The MCA is $98,264.

d) California Mental Health Directors' Association - The MCA is $111,000.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The renewal of 37 Pharmacy Agreements for FYs 2004-2005, 2005-2006, 2006-2007, 2007-2008, and 2008-2009 is part of the Outside Medical Relief Pharmacy (OMRP) Program. The OMRP Program was created nearly 50 years ago to provide lower cost medications at neighborhood pharmacies to eligible recipients of health care in Los Angeles County. This program was started by the Department of Health Services but is now predominantly used by DMH. The physicians in the contract-operated and directly-operated mental health programs write prescriptions which are filled by local private pharmacies. This program serves as a critical component in the delivery of mental health services, as prescribed medications plays a vital role in the treatment of mental health clients.

The renewal of 21 CCRF Agreements for FYs 2004-2005, 2005-2006, and 2006-2007 will allow contractors to provide basic board and care services, which include personal care, supervision, assistance, guidance, and training of clients in a 24-hour CCRF. As part of the clients' total care, arrangements are made for clients to receive P and I expenses and mental health services, which may be rendered off-site at facilities other than the contractors.

The renewal of 16 Out-of-State Child Placement Mental Health Services Agreements for FYs 2004-2005, 2005-2006, and 2006-2007 will provide for a comprehensive residential treatment program serving SED children and adolescents outside California.

The renewal of eight (8) Unique Agreements for FYs 2004-2005, 2005-2006, and 2006-2007 will allow for acute psychiatric services to indigents, academic training mental health services to students on college campuses, advocacy assistance, and mental health services to Medi-Cal beneficiaries and homeless dually diagnosed adults.

The renewal of four (4) Consultant Services Agreements for FYs 2004-2005, 2005-2006, and 2006-2007 will provide housing assistance, cost allocation service, specialized consultation services, and technical assistance.

DMH's clinical and administrative staff are assigned to supervise and administer agreements; monitor contract compliance; evaluate programs to ensure that quality services are being provided to clients; and ensure that Agreement provisions and departmental policies are being followed.

CAO, County Counsel, and DMH's Fiscal and Program Administrations have reviewed the proposed actions. All of the agreements, substantially similar to the attached formats, have been approved as to form by County Counsel. All of the Agreement formats include revised or new provisions, when applicable, in all County contracts, such as the Preamble, Child Support Compliance Program, Contractor's Exclusion from Participation in a Federally Funded Program, Six Months Notification of Agreement Expiration, and when 75 percent of the MCA is incurred, Contractor Responsibility and Debarment, Health Insurance Portability and Accountability Act (HIPAA), Jury Service, No Payment following Contract Expiration/Termination, and Safely Surrendered Baby Law. However, the Mental Health Medi-Cal Professional Services Agreement – Unique Group Provider with UCLA Neuropsychiatric and Behavioral Health Services does not include the newly revised Child Support Compliance Program and Contractor Responsibility and Debarment provisions, as these clauses are currently being discussed with their attorneys and will be amended in as soon as negotiations are concluded. In addition, the Out-of-State Child Placement Mental Health Services Agreement format is not required to include the following provisions--Child Support Compliance, Jury Service, and Safely Surrendered Baby Law--since the out-of-state contractors are located outside of Los Angeles County, and these provisions do not govern them. Also, none of the Board-mandated clauses are included in the Revenue Subcontract Agreement since DMH is the subcontractor.

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

1) Pharmacy Agreements: Attachment A specifies the contractors, Supervisorial Districts, services provided, and Agreement terms; Attachment A-1 is the Pharmacy Agreement format; and Attachment A-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership in firms contracting with the County.

2) CCRF Agreements: Attachment B specifies the contractors, Supervisorial Districts, services provided, and Agreement terms; Attachment B-1 is the CCRF Agreement format; and Attachment B-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.

3) Out-of-State Child Placement Mental Health Services Agreements: Attachment C specifies the contractors, services provided, and Agreement terms; Attachment C-1 is the Out-of-State Child Placement Mental Health Services Agreement format; and Attachment C-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.

4) Unique Agreements: Attachment D specifies the contractors, Supervisorial Districts, services provided, Agreement terms, and MCAs; Attachments D-1, D-1a, D-1b, D-1c, D-1d, and D-1e are the Unique Agreement formats; and Attachment D-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.

5) Consultant Services Agreements: Attachment E specifies the contractors, Supervisorial Districts, services provided, Agreement terms, and MCAs; Attachments E-1 and E-1a are the Consultant Services Agreement formats; and Attachment E-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.

CONTRACTING PROCESS

All of these 86 agreements have existing contracts with DMH, which will expire on June 30, 2004, and are being renewed because of the continuing need for their unique and specialized services throughout Los Angeles County.

Additionally, qualified contractors providing similar services have not been forthcoming to DMH. As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure the contractors' compliance with all contract terms and performance standards.

IMPACT ON CURRENT SERVICES

The renewal of these agreements will allow for the continued and uninterrupted mental health services to existing mental health clients residing throughout Los Angeles County and in other states. Without Board approval, various mental health services as specified in this Board Letter will no longer be available.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,

C. Tullmore for M.J. Southard

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

MJS:MY:RK:KT:cta

Attachments (21)

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission

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

ATTACHMENT A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006, 2006-2007, 2007-2008 AND 2008-2009

PHARMACY CONTRACTS

Contract Administrator: C. Alexander

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Agreement Terms	Fiscal Year * Rate (Average Wholesale Price)				
					FY 2004-2005	FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009
1	A.A.M. Health Group, Inc. Canoga Park Pharmacy 22335 Sherman Way Canoga Park, CA 91303 Armund Marcarian President	3	DMH-00820	5 Years	N/A	N/A	N/A	N/A	N/A
2	Alchemy Pharmacies, Inc. Abrams and Clark Pharmacy 3841 Atlantic Avenue Long Beach, CA 90807 John Sykora President	4	DMH-00861	5 Years	N/A	N/A	N/A	N/A	N/A
3	B & B Pharmacy, Inc. 10244 Rosecrans Avenue Bellflower, CA 90706 Ace Tuiasosopo Pharm. Tech/Supervisor	4	DMH-00765	5 Years	N/A	N/A	N/A	N/A	N/A
4	B & G Pharmacy 5101 Hollywood Boulevard Los Angeles, CA 90027 Anahid Babikian Vice President	3	DMH-00806	5 Years	N/A	N/A	N/A	N/A	N/A
5	B.D.O. Corporation FairFax Pharmacy 1111 N. Fairfax Avenue, Suite 110 Los Angeles, CA 90046 David Filyarsky Manager	3	DMH-00822	5 Years	N/A	N/A	N/A	N/A	N/A
6	Beacon Drug 1303 N. Avalon Boulevard Wilmington, CA 90744 Robert Song President	4	DMH-00818	5 Years	N/A	N/A	N/A	N/A	N/A

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

ATTACHMENT A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006, 2006-2007, 2007-2008 AND 2008-2009

PHARMACY CONTRACTS

Contract Administrator: C. Alexander

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Agreement Terms	Fiscal Year * Rate (Average Wholesale Price)				
					FY 2004-2005	FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009
7	Bell Gardens Pharmacy 7501 Eastern Avenue Bell Gardens, CA 90201 Cindy Lee Owner	1	DMH-00850	5 Years	N/A	N/A	N/A	N/A	N/A
8	Bevans Pharmacy 10600 S. Western Avenue Los Angeles, CA 90047 Harold Washington Manager	2	DMH-00857	5 Years	N/A	N/A	N/A	N/A	N/A
9	Cassel Boys, Inc. Short-Stop Pharmacy 645 E. Carson Street Carson, CA 90745 Clyde Cassel President	2	DMH-00856	5 Years	N/A	N/A	N/A	N/A	N/A
10	CBC Royalty Pharmacy 1902 N. Royalty Drive, Suite 110 Pomona, CA 91767 William Chung Owner	1	DMH-00859	5 Years	N/A	N/A	N/A	N/A	N/A
11	Central City Hospital Pharmacy 4211 S. Avalon Boulevard Los Angeles, CA 90011 Verne Maye Owner/President	2	DMH-00881	5 Years	N/A	N/A	N/A	N/A	N/A
12	Community Pharmacy, Inc. Harbor Pharmacy 1001 W. Carson Street, Suite D Torrance, CA 90502 John Curtius President	2	DMH-00858	5 Years	N/A	N/A	N/A	N/A	N/A

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

ATTACHMENT A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006, 2006-2007, 2007-2008 AND 2008-2009

PHARMACY CONTRACTS

Contract Administrator: C. Alexander

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Agreement Terms	Fiscal Year * Rate (Average Wholesale Price)				
					FY 2004-2005	FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009
13	Crown Drug 657 E. University Drive Carson, CA 90746 Mike Lord Owner	2	DMH-00831	5 Years	N/A	N/A	N/A	N/A	N/A
14	Daniel Freeman Hospital, Inc. dba Marina Outpatient Pharmacy 4644 Lincoln Boulevard Marina del Rey, CA 90292 Norman Goldstein Pharmacist	2	DMH-00816	5 Years	N/A	N/A	N/A	N/A	N/A
15	Econo Pharmacy 15000 Crenshaw Boulevard, Suite 132 Gardena, CA 90249 Hyo Soo Lee Owner	2	DMH-00824	5 Years	N/A	N/A	N/A	N/A	N/A
16	El Camino Pharmacy 6356 Vineland Avenue North Hollywood, CA 91606 Chong Roh Owner	3	DMH-00821	5 Years	N/A	N/A	N/A	N/A	N/A
17	Florence Drug, Inc. Florence Owl Rexall Pharmacy 1422 E. Florence Avenue Los Angeles, CA 90001 Irwin Sitkoff President	2	DMH-00827	5 Years	N/A	N/A	N/A	N/A	N/A
18	Glesener Pharmacy 321 N. Citrus Street Covina, CA 91723 Joseph D'Angelo Secretary	5	DMH-00863	5 Years	N/A	N/A	N/A	N/A	N/A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006, 2006-2007, 2007-2008 AND 2008-2009

PHARMACY CONTRACTS

Contract Administrator: C. Alexander

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Agreement Terms	Fiscal Year * Rate (Average Wholesale Price)				
					FY 2004-2005	FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009
19	Goldfarb Rx Enterprises, Inc. Central Pharmacy 327 Wilshire Boulevard Santa Monica, CA 90401 Sharon Steen Vice President	3	DMH-00823	5 Years	N/A	N/A	N/A	N/A	N/A
20	Hygeia Apothecary, Inc. Botica Del Sol Pharmacy 2331 E. Cesar E. Chavez Avenue Los Angeles, CA 90033 Raymond Poon Vice President	2	DMH-00828	5 Years	N/A	N/A	N/A	N/A	N/A
21	La Votre Rx 23928 Lyons Avenue, Suite 10 Newhall, CA 91321 Joel Abergel Owner/Pharmacist	1	DMH-00875	5 Years	N/A	N/A	N/A	N/A	N/A
22	Man-Sing Corporation dba AAlpha Pharmacy 174 S. Alvarado Street Los Angeles, CA 90057 Tony Yip President	1	DMH-00829	5 Years	N/A	N/A	N/A	N/A	N/A
23	Marvin J. Lieblin, Inc. Family Pharmacy 1400 Atlantic Avenue Long Beach, CA 90813 Rakesh Patel Manager	4	DMH-00763	5 Years	N/A	N/A	N/A	N/A	N/A
24	The Medicine Shoppe 591 702 S. Del Mar Avenue, Suite E San Gabriel, CA 91776 Ted Hill Owner	5	DMH-00834	5 Years	N/A	N/A	N/A	N/A	N/A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006, 2006-2007, 2007-2008 AND 2008-2009

PHARMACY CONTRACTS

Contract Administrator: C. Alexander

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Agreement Terms	Fiscal Year * Rate (Average Wholesale Price)				
					FY 2004-2005	FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009
25	**Modern Healthcare, Inc. Ad-Rx Pharmacy & Modern Health Pharmacy 6240 Wilshire Boulevard Los Angeles, CA 90048 Sherri Ozeran-Cherman Vice President	2 & 5	DMH-00814 DMH-00864	5 Years	N/A	N/A	N/A	N/A	N/A
26	Nisha Drugs, Inc. Alpha Drugs 1240 South Magnolia Anaheim, CA 92804 Umesh Patel, R.Ph. Owner	N/A	DMH-00830	5 Years	N/A	N/A	N/A	N/A	N/A
27	Olympic Pharmacy 5724 E. Olympic Boulevard City of Commerce, CA, 90022 Eddie Gozini Owner	1	DMH-00838	5 Years	N/A	N/A	N/A	N/A	N/A
28	Plaza Pharmacy 11930 Hawthorne Boulevard Hawthorne, CA 90250 Jose Sardinas Owner	2	DMH-00874	5 Years	N/A	N/A	N/A	N/A	N/A
29	Rely-On Pharmacy, Inc. Value Care Pharmacy 2618 E. Chapman Avenue Orange, CA 92869 Daniel Rojas CEO	N/A	DMH-00832	5 Years	N/A	N/A	N/A	N/A	N/A
30	ROXSAN Pharmacy, Inc. 465 N. Roxbury Drive Beverly Hills, CA 90210 Shana Melamed Owner	3	DMH-01016	5 Years	N/A	N/A	N/A	N/A	N/A

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

ATTACHMENT A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006, 2006-2007, 2007-2008 AND 2008-2009

PHARMACY CONTRACTS

Contract Administrator: C. Alexander

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Agreement Terms	Fiscal Year * Rate (Average Wholesale Price)				
					FY 2004-2005	FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009
31	RXTS Drug Company Yee's Prescription Pharmacy 1703 Termino Avenue Long Beach, CA 90804 Arthur Yee/Steven Yee President/Pharmacist	4	DMH-01072	5 Years	N/A	N/A	N/A	N/A	N/A
32	Sayre Medical Pharmacy, Inc. 14124 Foothill Boulevard, Suite 3 Sylmar, CA 91342 Gary Avnet President	3	DMH-00836	5 Years	N/A	N/A	N/A	N/A	N/A
33	Sumi Pharmacies, Inc. Wards Pharmacy 653 Long Beach Boulevard Long Beach, CA 90802 Frank Sumi President	4	DMH-00758	5 Years	N/A	N/A	N/A	N/A	N/A
34	Super Market Pharmacy 6039 E. Florence Bell Gardens, CA 90201 Ivonne de la Rosa Owner	4	DMH-00835	5 Years	N/A	N/A	N/A	N/A	N/A
35	Thu Pharmacy 15418 Crenshaw Boulevard Gardena, CA 90249 Thu Thi Dihn Owner	2	DMH-00841	5 Years	N/A	N/A	N/A	N/A	N/A
36	** Wilpharm, Inc. Ana Verde Pharmacy & Williams Pharmacy 1037 E. Palmdale Boulevard, Suite 102 Palmdale, CA 93550 1035 West Avenue I Lancaster, CA 93534 Robert Corless President	5	DMH-00761 DMH-00762	5 Years	N/A	N/A	N/A	N/A	N/A

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

ATTACHMENT A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006, 2006-2007, 2007-2008 AND 2008-2009

PHARMACY CONTRACTS

Contract Administrator: C. Alexander

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Agreement Terms	Fiscal Year * Rate (Average Wholesale Price)				
					FY 2004-2005	FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009
37	Zaher Pharmacy & Medical Supply, Inc. Nofel Pharmacy 507 S. Spring Street Los Angeles, CA 90013 Abdul Nofel President	1	DMH-00887	5 Years	N/A	N/A	N/A	N/A	N/A

* Pharmacy agreements are reimbursed at the rate of the Average Wholesale Price (which is the industry standard) plus $3.35 professional fee for each prescription dispensed.
** The Pharmacy Agreements listed under Contractor column are being consolidated under one contract.

N/A = Not applicable

CONTRACTOR:

_____ _____
CONTRACT NUMBER

_____

Business Address:

_____

_____

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

PHARMACY AGREEMENT

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
	PREAMBLE	2
1.	TERM	5
2.	DESCRIPTION OF SERVICES	6
3.	PAYMENTS	7
4.	NOTICE OF DELAYS	8
5.	MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES	8
6.	LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS	9
7.	ADMINISTRATION	9
8.	PRIOR AGREEMENT(S) SUPERSEDED	9
9.	SEVERABILITY	9
10.	WAIVER	10
11.	INDEMNIFICATION AND INSURANCE	10

PARAGRAPH		PAGE
12.	NONDISCRIMINATION IN SERVICES	14
13.	NONDISCRIMINATION IN EMPLOYMENT	14
14.	FAIR LABOR STANDARDS	15
15.	COUNTY LOBBYISTS	16
16.	CONFIDENTIALITY	16
17.	REPORTS	16
18.	AUDIT	16
19.	RULES AND REGULATIONS	17
20.	UNLAWFUL SOLICITATIONS	17
21.	DELEGATION AND ASSIGNMENT	18
22.	CHANGE OF OWNERSHIP	18
23.	ALTERATION OF TERMS	18
24.	CONFLICT OF INTEREST	18
25.	TERMINATION FOR CONVENIENCE	19
26.	TERMINATION FOR DEFAULT	19
27.	TERMINATION FOR IMPROPER CONSIDERATION	20
28.	CONTRACTOR BUSINESS LOCATION	21
29.	LICENSE	21
30.	INDEPENDENT CONTRACTOR STATUS	21
31.	SUBCONTRACTING	22
32.	COUNTY'S QUALITY ASSURANCE PLAN	25
33.	CHILD SUPPORT COMPLIANCE PROGRAM	26

PARAGRAPH PAGE

34. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS 26

35. CONSIDERATION FOR HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST 27

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 28

37. USE OF RECYCLED-CONTENT PAPER PRODUCTS 28

38. CONTRACTOR RESPONSIBILITY AND DEBARMENT 28

39. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM 30

40. WARRANTY 31

41. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 31

42. COMPLIANCE WITH JURY SERVICE PROGRAM 39

43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 40

44. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 40

45. NOTICES 41

ATTACHMENT(S)

A. SERVICE SITE EXHIBIT

B. SAFELY SURRENDERED BABY LAW FACT SHEET

C. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

PHARMACY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the COUNTY OF LOS ANGELES (hereinafter referred to as "COUNTY") and

_____

_____
(hereinafter referred to as "CONTRACTOR")

Business Address_____

_____

RECITALS:

WHEREAS, Section 17000 of the Welfare and Institutions Code places upon the Board of Supervisors of COUNTY the duty to relieve and support incompetent, poor indigent persons incapacitated by age, disease, or accident, unable through themselves to acquire such hospital services and outpatient medical services.

WHEREAS, Section 1445 of the Health and Safety Code permits COUNTY to furnish medical care and health services and supplies to the indigent sick and dependent poor; and

WHEREAS, There is an existing Outside Medical Relief Program that meets these goals by providing medications to such indigent persons, and also allows them convenient access to neighborhood pharmacies; and

WHEREAS, Contemplated herein, CONTRACTOR shall fill prescriptions on behalf of patients referred to it by COUNTY from its own stock.

WHEREAS, the COUNTY will reimburse CONTRACTOR for prescription medication as ordered by the COUNTY for those for whom there is a determined need in accordance with PAYMENT paragraph; and

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

WHEREAS, the term "Director" as used herein refers to COUNTY's Director of Mental Health or his authorized designee; and

WHEREAS, the term "fiscal year" as used herein refers to COUNTY's fiscal year which commences July 1, and ends the following June 30:

NOW, THEREFORE, the parties hereto agree as follows:

PREAMBLE

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

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

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

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

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

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

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

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

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

Personal Service Delivery

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

- Introduce themselves by name

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

Service Access

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

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

Service Environment

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

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

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

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on _____ and shall continue in full force and effect through June 30, 2003.

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

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2003 and shall continue in full force and effect through June 30, 2004.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2004 and shall continue in full force and effect through June 30, 2005.

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the Third Automatic Renewal Period shall commence on N/A and shall continue in full force and effect through N/A.

(4) Fourth Automatic Renewal Period: If this Agreement is automatically renewed, the Fourth Automatic Renewal Period shall commence on N/A and shall continue in full force and effect through N/A.

C. Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 45 (NOTICES).

Notwithstanding any other provision of this Paragraph, the failure of CONTRACTOR or its officers, agents, or employees to comply with the terms of this Agreement or any directions by or on behalf of COUNTY issued pursuant thereto shall constitute a material breach hereof and the Agreement may be terminated immediately. Failure to provide or bill for the provision of services to DMH clients for a period of twelve consecutive months will result in the automatic termination of this Agreement. COUNTY's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTIONS OF SERVICES:

A. Properly valid licensed pharmacists employed by CONTRACTOR shall prepare and dispense drugs and medications to such County patients in accordance with accepted pharmaceutical standards prevailing in the community.

B. CONTRACTOR shall dispense medications and drugs pursuant to this Agreement only to those persons who present a valid Department of Mental Health (DMH) Prescription Authorization Tracking System (PATS) card. The Contract pharmacies shall maintain an adequate inventory of the DMH formulary medications necessary to fill these prescriptions. If CONTRACTOR is out of stock, or does not have enough medication for a full prescription, it will do one of the following:

(1) Order necessary medication and have in stock within 24 hours (unless weekend or holiday).

(2) Give patient note or indicate on prescription label amount of medication owed (short).

(3) Return prescriptions to the PATS system and allow consumer to go to another contract Pharmacy.

C. Nothing in this Agreement shall be construed as excusing either party from the duty of reasonable inspection and inquiry in regard to any drugs and medication used in the performance of this Agreement.

3. PAYMENTS:

A. COUNTY shall reimburse CONTRACTOR at the rate of .85 of the Average Wholesale Price (AWP), plus three dollars and thirty-five cents ($3.35) professional fee, for each prescription dispensed pursuant to this Agreement from medications supplied from the CONTRACTOR's own stock. Pharmacies shall use only generic medications that are "A" or "AB" rated in the Federal Drug Administration's APPROVED DRUG PRODUCT WITH THERAPEUTIC EQUIVALENTS manual also known as the "Orange Book".

Definition of "Prescription" for this Agreement is the printed form that is generated from Los Angeles COUNTY Department of Mental Health (LACDMH) Prescription Authorization Tracking System, (PATS), or from any other electronic prescription system DMH may use in the future as authorized by the Director of Pharmacy Services. LACDMH will be financially liable only for the

prescriptions generated from these electronic systems. The current authorized system is the PATS system. Prior authorization needed for reimbursement for non-PATS prescriptions (manual paper prescriptions) must be obtained from the Director of Pharmacy Services, LACDMH.

At the first of each month, the COUNTY will mail to each CONTRACTOR a PATS statement, which lists by date all the prescriptions dispensed by the CONTRACTOR for DMH consumers and the reimbursement due. Any discrepancies found in this statement must be brought to the COUNTY's attention for correction within 90 days of statement date. Within a reasonable period of time, the County shall make payment in accordance with the rate of reimbursement.

LACDMH is the payor of last resort. If the consumer has other health insurance, it is to be billed first (e.g. Medi-Cal, Medi-Cal HMO). (LACDMH is only responsible for consumers who have no health insurance. If the consumer has health insurance (e.g. Medi-Cal, Medi-Cal HMO) or any other third party payer, they must be billed for the pharmacy services, NOT LACDMH.)

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

4. NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

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

graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 5.

6. LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during this or any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. Should COUNTY, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in Paragraph 3 (PAYMENT) of this Agreement, COUNTY shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such change in allocation of funds at the earliest possible date.

7. ADMINISTRATION: COUNTY's Director of Mental Health (hereinafter referred to as "Director") shall have the authority to administer the Agreement on behalf of COUNTY.

8. PRIOR AGREEMENT(S) SUPERSEDED: Reference is made to that (those) certain document(s) entitled:

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

The parties hereto agree that the provision of said prior Agreement(s) shall be entirely superseded as of date of execution by COUNTY's Board of Supervisors by the provision of this Agreement.

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

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

11. INDEMNIFICATION AND INSURANCE:

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

II. General Insurance requirements: Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Mental Health, Contracts Development and Administration Division, Attn: Chief, 550 S. Vermont, Los Angeles, 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits: Contractor shall report to County:

(1) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may

result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(2) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

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

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

F. Insurance Coverage Requirements for Sub-contractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of sub-contractors, or

(2) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

III. Insurance Coverage Requirements:

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

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising injury:	$1 million
Each Occurrence:	$1 million

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

C. Workers Compensation and Employers' Liability: insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee	$1 million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

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

13. NONDISCRIMINATION IN EMPLOYMENT:

A. CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, religion, national origin, ancestry, sex, age, marital status, or physical disability, or political affiliation, and is in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

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

D. CONTRACTOR shall allow County representatives access to inspect its employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by Director.

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

F. In the event that CONTRACTOR violates any of the anti-discrimination provisions of this Agreement, COUNTY shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this agreement.

14. 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.

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

16. CONFIDENTIALITY: CONTRACTOR shall maintain the confidentiality of all records and information including but not limited to claims, County records, patient/client records and information, and MIS records in accordance with Welfare and Institutions Code Sections 5328 through 5330, inclusive, and all other applicable County, State and Federal Laws, Ordinances, Rules, Regulations, Manuals, Guidelines, and Directives relative to confidentiality. CONTRACTOR shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of and agreement to comply with said confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, and liability, expense, and legal fees arising from any disclosure of such records and information by Contractor, its officers, employees or agents.

17. REPORTS: CONTRACTOR shall make reports as required by Director or his authorized designee, concerning CONTRACTOR's activities as they affect the contract duties and purposes contained herein. In no event, however, may COUNTY require such reports unless it has provided CONTRACTOR with thirty (30) days prior notification thereof. COUNTY shall provide CONTRACTOR with a written explanation of the procedures for reporting the required information.

18. AUDIT: CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement.

Included in these costs, but not limited, should be the Contractor's wholesale costs of drugs and medications such as copies or listing of vendor's invoices supplied from Contractor's own stock. CONTRACTOR shall allow DMH or any other authorized COUNTY, State or Federal agency or any duly authorized representative thereof to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, or other records relating to this Agreement during the term of this Agreement and for a period of five (5) years after the end of its term.

In the event that an audit is conducted of Contractor by any Federal or State Auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of such audit report(s) with County Auditior-Controller, within 30 days of receipt thereof unless otherwise provided under this Agreement, or under applicable State regulations. County shall maintain confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

19. RULES AND REGULATIONS: During the time that Contractor's employees are providing services under the terms of this Agreement, such employees shall be subject to the rules and regulations of the California State Board of Pharmacy. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor agrees to permanently withdraw any of its employees from the provision of services under this Agreement upon receipt of written notice from Director or his authorized designee (1) that such employee has violated such rules or regulations, or (2) that such employee's action, while providing services hereunder to County patients, indicate that he may do harm to County patients.

20. UNLAWFUL SOLICITATIONS: CONTRACTOR shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding Unlawful Solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to

ensure that there is no violation of said provisions by its employees. CONTRACTOR agrees to utilize the attorney referral service of all those Bar Associations within the COUNTY of Los Angeles that have such a service.

21. DELEGATION AND ASSIGNMENT: CONTRACTOR shall not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of County and any prohibited delegation of assignment shall be null and void. Any payment by County to any delegator or designee on any claim under this Agreement, in consequence of any such contingent, shall be subject to set off, recupment, or other reduction for any claim which contractor may have against County.

22. CHANGE OF OWNERSHIP: Sale or change of business operations of said Facility shall constitute termination of this Agreement upon thirty (30) days advance notification.

23. ALTERATION OF TERMS: This Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the term of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

24. CONFLICT OF INTEREST:

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

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

25. TERMINATION FOR CONVENIENCE: Any of the parties to this Agreement may terminate services by written notice to the other party, which termination shall become effective thirty (30) days from the date of the written notice. Any party providing such termination shall not be liable or responsible for any liability, monetary or otherwise, resulting from any termination, in whole or in part, of that party's involvement in this Agreement. Termination shall be final and shall release the party from any further responsibility to provide service under the terms and conditions of this Agreement.

26. TERMINATION FOR DEFAULT:

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

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

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

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

C. The rights and remedies of COUNTY provided in this Paragraph 26 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper Consideration. The report shall be made either to the COUNTY manager charged with the supervision for the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

/

/

/

28. CONTRACTOR BUSINESS LOCATION:

A. Contractor's facility(ies) where services are to be provided hereunder is(are) located on the Service Site Exhibit attached hereto and incorporated herein by reference as Attachment A.

B. CONTRACTOR shall notify in writing the COUNTY's Department of Mental Health, Contracts Development and Administration Division, of any change in its business or service site address at least thirty (30) days prior to the effective date thereof.

29. LICENSE: CONTRACTOR shall obtain and maintain during the term of this Agreement, all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder. Further, CONTRACTOR shall supply to COUNTY, on a yearly basis, proof of payment of its state license renewal.

30. INDEPENDENT CONTRACTOR STATUS:

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

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

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries

arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

31. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by CONTRACTOR without the prior written consent of COUNTY as provided in this Paragraph 31. Any attempt by CONTRACTOR to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of COUNTY, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by CONTRACTOR, this Agreement may be terminated forthwith by COUNTY. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

(1) The reasons for the particular subcontract.

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

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

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

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

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

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

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

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

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

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

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

E. Notwithstanding any COUNTY consent to any subcontracting, CONTRACTOR shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind COUNTY. Further, COUNTY approval of any subcontract shall not be construed to limit in any way CONTRACTOR's performance, obligations, or responsibilities, to COUNTY, nor shall such approval limit in any way any of COUNTY's rights or remedies contained in this Agreement. Additionally, COUNTY approval of any subcontract shall not be

construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

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

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

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

I. In the event that COUNTY consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 31 or a blanket consent to any further subcontracting.

J. In the event that COUNTY consents to any subcontracting, CONTRACTOR shall be solely liable and responsible for any and all payments and/or other compensation to all subcontractors and their officers, employees, and agents. COUNTY shall have no liability or

responsibility whatsoever for any payment and/or other compensation for any subcontractors or their officers, employees, and agents.

K. CONTRACTOR shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by CONTRACTOR pursuant to this Paragraph 31, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

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

M. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or its officers, employees, and agents.

N. Director is hereby authorized to act for and on behalf of COUNTY pursuant to this Paragraph 31, including, but not limited to, consenting to any subcontracting.

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

/

33. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 26 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

34. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS: Should CONTRACTOR require additional or replacement personnel or any other position for which applications are being accepted after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the

County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN participants by job category to the CONTRACTOR.

34.1 CONTRACTOR shall send notices to the COUNTY Department of Public Social Services office(s) located nearest to the job location at the following addresses:

San Fernando Valley
14355 Roscoe Blvd.
Panorama City, CA 91402

San Gabriel Valley
3629 Santa Anita Ave.
El Monte, CA 91731

South County
2959 Victoria St.
Rancho Dominguez, CA 90221

Southeast County
5460 Bandini Blvd.
Bell, CA 90201

Central and West County
1500 South Figueroa St.
Los Angeles, CA 90015

The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said positions(s).

34.2 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

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

35.1 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the CONTRACTOR's personnel who perform services set forth herein, by sending via mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Human Resources
500 West Temple St., Room 588
Los Angeles, CA 90012
Fax: (213) 680-2450

35.2 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

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

37. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible.

38. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or

proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

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

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

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

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

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

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

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

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

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

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Attachment C as part of its obligation under this Paragraph 39.

Failure by Contractor to meet the requirements of this Paragraph 39 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

40. WARRANTY: CONTRACTOR represents and warrants that its signatory to this Agreement is fully authorized to obligate the CONTRACTOR and that all acts necessary to the execution of this Agreement have been performed.

41. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

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

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

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

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

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

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

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

OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

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

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Department of Mental Health's Chief Deputy Director, telephone number (213) 738-4108 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later

than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
Los Angeles, CA 90012

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

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

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

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record

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

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

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

OBLIGATION OF COUNTY

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

TERM AND TERMINATION

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

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

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

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

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

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

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

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

the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

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

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

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

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

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

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

5.7 Additional Requirements. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's IS.

(a) County desires to clarify IS terminology under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Attachment VIII (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

(b) County desires to clarify other HIPAA-related changes set forth in the DMH Provider Manual and which are incorporated herein by reference as though fully set forth.

(i) County has added to the DMH Provider Manual a Guide to Procedure Codes, which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(ii) County has added to the DMH Provider Manual an Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these transactions.

(iii) County has added to the DMH Provider Manual a Trading Partner Agent Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of Contractor.

5.8 Website. Contractor understands that County operates an informational website www.dmh.co.la.ca.us related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

5.9 Data Transmission. Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

5.10 Trading Partner Agreement. Contractor further understands and agrees that the terms and conditions of the current Trading Partner Agreement (TPA) set forth in the DMH Provider Manual

shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

42. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

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

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

shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

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

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

44. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage

all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

45. NOTICES: Notices hereunder shall be in writing and sent to the parties at the following addresses and to the attention of the persons named. Addresses and persons to be notified may be changed by appropriate written notice.

To CONTRACTOR: _____

_____

_____

Attention: _____

To COUNTY 1: Contracts Development and
Administration Division
550 South Vermont Ave., 5th Floor
Los Angeles, CA 90020

Attention: Richard Kushi, Acting Chief

To COUNTY 2: Accounting Division
550 South Vermont Ave., 8th Floor
Los Angeles, CA 90020

Attention: Judith Weigand, Chief

To COUNTY 3: Offices of Medical Director
550 South Vermont Avenue, 9th Floor
Los Angeles, CA 90057

Attention: Art F. Schlichting, R. Ph.

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE IF APPLICABLE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

CTA: 3yrPharmacyContract

PHARMACY AGREEMENT
ATTACHMENT A

Service Site Exhibit

CONTRACTOR NAME: _____

PERIOD: _____

M.H. SERVICE AREA(S) SERVED	SITE SUP. DISTRICT	SERVICE SITE(S)	SITE CONTACT PHONE NO.

No shame.
No blame.
No names.

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



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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

ATTACHMENT B

Sin pena.
Sin culpa.
Sin peligro.

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



En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

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

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

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

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

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

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

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

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

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

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

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

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

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

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

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

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Pharmacy Agreement Paragraph 39 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

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

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

PHARMACY CONTRACTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	A.A.M. Health Group, Inc.	P							100	
2	Alchemy Pharmacies, Inc.	P							100	
3	B & B Pharmacy, Inc.	P					100			
4	B & G Pharmacy, Inc.	P							50	50
5	B.D.O. Corporation	P							50	50
6	Beacon Drug	P					50	50		
7	Bell Gardens Pharmacy	P					50	50		
8	Bevans Pharmacy	P	100							
9	Cassel Boys, Inc.	P	100							
10	CBC Royalty Pharmacy	P					100			
11	Central City Hospital Pharmacy	P	100							
12	Community Pharmacy, Inc.	P							100	
13	Crown Drug	P							50	50
14	Daniel Freeman Hospital, Inc.	NP								
15	Econo Pharmacy	P					100			
16	El Camino Pharmacy	P						100		
17	Florence Drug, Inc.	P							100	
18	Glesener Pharmacy	P					34		66	
19	Goldfarb Rx Enterprises, Inc.	P							50	50

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

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

PHARMACY CONTRACTS

	Contractor/Firm	Firm Status	Black/African		Hispanic/Latin		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
20	Hygeia Apothecary, Inc.	P					50		50	
21	La Votre Rx	P							100	
22	Man Sing Corporation	P					100			
23	Marvin J. Lieblin	P							100	
24	Modern Healthcare, Inc.	P							100	
25	Nisha Pharmacy, Inc.	P					100			
26	Olympic Pharmacy	P					49		51	
27	Plaza Pharmacy	P			100					
28	Rely-On Pharmacy	P			100					
29	ROXSAN Pharmacy, Inc.	P								100
30	RXTS Drug Company	P					50	50		
31	Sayre Medical Pharmacy, Inc.	P							100	
32	Sumi Pharmacies, Inc.	P							100	
33	Super Market Pharmacy	P				100				
34	The Medicine Shoppe 591	P							100	
35	Thu Pharmacy	P						100		
36	Wilpharm, Inc.	P							50	50
37	Zaher Pharmacy & Medical Supply, 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 by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.

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

ATTACHMENT B

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006 AND 2006-2007

RESIDENTIAL CONTRACTS

Contract Administrator: Y. Liu

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Type of Service Exhibit *	Agreement Terms	Fiscal Year **Interim Funding (IF)		
						FY 2004-2005	FY 2005-2006	FY 2006-2007
1	Alcott Mental Health Services The Graduate House 1433 S. Robertson Boulevard Los Angeles, CA 90035 Penelope E. Mehra Executive Director	2	DMH-00981	1011	3 Years	N/A	N/A	N/A
2	Alma Lodge 1750 Colorado Boulevard Los Angeles, CA 90041 Aida Yanson Owner	5	DMH-00800	1011	3 Years	N/A	N/A	N/A
3	Astoria Retirement Center, Inc. 14060 Astoria Street Sylmar, CA 91343 Sanford Deutsch President	3	DMH-00650	1011	3 Years	N/A	N/A	N/A
4	California Care Centers, Inc. dba The Manor 1905 Pico Boulevard Santa Monica, CA 90405 Rita Wong Owner	3	DMH-00972	1011	3 Years	N/A	N/A	N/A
5	California Resources Development dba Hope Manor 31220 La Baya Drive, #110-253 Westlake Village, CA 91362 Seymour Roberts President	5	DMH-00954	1011	3 Years	N/A	N/A	N/A
6	E.R.E., Inc. dba Hollywood Royale Guest Home 6054 Franklin Avenue Los Angeles, CA 90028 Paul Solomon Administrator	3	DMH-00987	1011	3 Years	N/A	N/A	N/A

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

ATTACHMENT B

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006 AND 2006-2007

RESIDENTIAL CONTRACTS

Contract Administrator: Y. Liu

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Type of Service Exhibit *	Agreement Terms	Fiscal Year **Interim Funding (IF)		
						FY 2004-2005	FY 2005-2006	FY 2006-2007
7	FH & HF Torrance, LLC dba Sunnyside Rehabilitation & Nursing 22711 S. Vermont Avenue Tarzana, CA 90502 Michael Schwartz/Judy Marolda Agent/Administrator	3	DMH-01387	1011	3 Years	N/A	N/A	N/A
8	Garden of Wilmington Guest Home 1311 W. Anaheim Street Wilmington, CA 90744 Victorio T. & Thelma M. Flores Owners	4	DMH-00979	1011	3 Years	N/A	N/A	N/A
9	Gramercy Inn 427 S. Gramercy Place Los Angeles, CA 90020 Carolina M. Moran Owner	2	DMH-00982	1011	3 Years	N/A	N/A	N/A
10	The Harbour 5519 Elmer Avenue North Hollywood, CA 91601 Ian Hunter, Ph.D. Executive Director	3	DMH-00648	1011	3 Years	N/A	N/A	N/A
11	Healthview, Inc. dba Harbor View House 921 S. Beacon Street San Pedro, CA 90731 Jeffrey Smith Chief Financial Officer	4	DMH-00984	1011	3 Years	N/A	N/A	N/A
12	Highland Manor 3570 Imperial Highway Lynwood, CA 90262 Vera Schwartz Owner	2	DMH-00985	1011	3 Years	N/A	N/A	N/A

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

ATTACHMENT B

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006 AND 2006-2007

RESIDENTIAL CONTRACTS

Contract Administrator: Y. Liu

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Type of Service Exhibit *	Agreement Terms	Fiscal Year **Interim Funding (IF)		
						FY 2004-2005	FY 2005-2006	FY 2006-2007
13	Highland Park Guest Home, Inc. P.O. Box 50950 Los Angeles, CA 90042 Robert Ives President/Administrator	1	DMH-00986	1011	3 Years	N/A	N/A	N/A
14	Imperial Manor 11515 Firestone Boulevard Norwalk, CA 90650 Thomas Barry Hoffman Owner	4	DMH-00945	1011	3 Years	N/A	N/A	N/A
15	Lisa Marie Guest Home P.O. Box 3154 Huntington Park, CA 90255 Maria E. Peraza Owner	1	DMH-00991	1011	3 Years	N/A	N/A	N/A
16	Graystone Manor 12233 Graystone Avenue Norwalk, CA 90650 Juanito & Marilyn Paguio Owners	4	DMH-00644	1011	3 Years	N/A	N/A	N/A
17	Poinsettia Adult Care P.O. Box 5202 Compton, CA 90224 Clifford & Elaine Davis Owners	2	DMH-00656	1011	3 Years	N/A	N/A	N/A
18	Raymond Chee & Company, Inc. dba House of Happiness 1933 Griffith Park Boulevard Los Angeles, CA 90039 Raymond Chee Owner	3	DMH-00989	1011	3 Years	N/A	N/A	N/A

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

ATTACHMENT B

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006 AND 2006-2007

RESIDENTIAL CONTRACTS

Contract Administrator: Y. Liu

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Type of Service Exhibit *	Agreement Terms	Fiscal Year **Interim Funding (IF)		
						FY 2004-2005	FY 2005-2006	FY 2006-2007
19	San Fernando Valley Community Mental Health 14535 Sherman Circle Van Nuys, CA 91405 Ian Hunter, Ph.D. Executive Director	3	DMH-01026	1011	3 Years	N/A	N/A	N/A
20	Sheraton Villa Retirement Home, Inc. dba Country View Retirement Home 824 W. Cameron Avenue West Covina, CA 91790 Rafael Deutsch Administrator	5	DMH-00646	1011	3 Years	N/A	N/A	N/A
21	Walker's Care 5131 Chesley Avenue Los Angeles, CA 90056 George Walker Owner	2	DMH-00657	1011	3 Years	N/A	N/A	N/A

* Service Exhibit 1011 is Mental Health 24-Hour Services Interim Placement Funding for Basic Care Servcies.

** Funding for clients in these residential placements has been included in DMH's 2004-2005 Proposed Budget. DMH funds the Interim Funding (IF) Program through a revolving fund, which reimburses operators for a client's room and board and personal and incidental expenses, at the rate established by the California State Department of Social Services for board and care facilities, prior to the establishment of Supplemental Security Income (SSI) eligibility. Once a client's SSI application has been approved, retroactive SSI payments are used to reimburse this fund.

N/A = Not applicable

CONTRACTOR:

_____ Contract Number

_____ Reference Number(s)

Business Address:

_____ Supervisorial District(s)_____

_____ Mental Health Service Area(s)_____

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
	PREAMBLE	2
1.	TERM OF CONTRACT	6
2.	DESCRIPTION OF SERVICES	7
3.	PAYMENT	8
4.	LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS	8
5.	ADMINISTRATION	9
6.	PRIOR AGREEMENT(S) SUPERSEDED	9
7.	SEVERABILITY	9
8.	WAIVER	9
9.	INDEMNIFICATION AND INSURANCE	9
10.	NONDISCRIMINATION IN SERVICES	13
11.	NONDISCRIMINATION IN EMPLOYMENT	13
12.	FAIR LABOR STANDARDS	14
13.	COUNTY LOBBYISTS	15
14.	PATIENTS'/CLIENTS' RIGHTS	15
15.	REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS	15
16.	CONFIDENTIALITY	16
17.	REPORTS	17
18.	AUDIT	17
19.	PROGRAM SUPERVISION, MONITORING AND REVIEW	17
20.	MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES	18
21.	CERTIFICATION OF DRUG-FREE WORK PLACE	18
22.	EMPLOYMENT ELIGIBILITY VERIFICATION	18
23.	GOVERNING LAW, JURISDICTION AND VENUE	18
24.	NOTICE OF DELAYS	19
25.	STAFF TRAINING AND SUPERVISION	19
26.	UNLAWFUL SOLICITATION	19
27.	DELEGATION AND ASSIGNMENT	19
28.	CHANGE OF OWNERSHIP	20

PARAGRAPH PAGE

29. ALTERATION OF TERMS 20
30. CONFLICT OF INTEREST 20
31. TERMINATION FOR CONVENIENCE 21
32. TERMINATION FOR DEFAULT 21
33. TERMINATION FOR IMPROPER CONSIDERATION 22
34. TERMINATION FOR INSOLVENCY 22
35. CONTRACTOR BUSINESS LOCATION 23
36. LICENSES 23
37. INDEPENDENT STATUS OF CONTRACTOR 23
38. SUBCONTRACTING 24
39. THIRD PARTY BENEFICIARIES 27
40. COUNTY'S QUALITY ASSURANCE PLAN 28
41. CHILD SUPPORT COMPLIANCE PROGRAM 28
42. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS 29
43. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST 29
44. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 29
45. USE OF RECYCLED-CONTENT PAPER PRODUCTS 29
46. CONTRACTOR RESPONSIBILITY AND DEBARMENT 29
47. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM 31
48. WARRANTY AGAINST CONTINGENT FEES 32
49. COMPLIANCE WITH APPLICABLE LAW 32
50. CAPTIONS AND PARAGRAPH HEADINGS 33
51. ENTIRE AGREEMENT 33
52. COUNTY LOBBYISTS 33
53. AUTHORIZATION WARRANTY 34
54. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 34
55. COMPLIANCE WITH JURY SERVICE PROGRAM 40
56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 42
57. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 42
58. NOTICES 42

EXHIBIT(S)

A. Mental Health 24-Hour Services Interim Placement Funding For Basic Care Services

B. Employee Acknowledgment of Employer

C. Subcontractor Employee Acknowledgment of Employer

D. Fact Sheet on "Safely Surrendered Baby Law"

E. Attestation Regarding Federally Funded Programs

F. Service Delivery Site(s)

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT

THIS AGREEMENT is made and entered into this _____day of _____, 200___ by and between the County of Los Angeles (hereafter referred to as "County") and

_____

_____

(hereafter referred to as "Contractor")

Business Address:_____

_____

_____

RECITALS:

WHEREAS, County desires to enter into an Agreement with Contractor whereby Contractor will provide services as outlined in the attached Service Exhibit for mentally ill adult clients in Los Angeles County who qualify for services which Contractor is equipped, staffed, and prepared to provide; and

WHEREAS, the objective of such services is to provide suitable care for clients no longer requiring hospitalization related to their mental illness and to provide alternatives to hospitalization; and

WHEREAS, basic care and supervision shall meet the requirements for licensure as a community care facility as defined in Section 1502 of the Health and Safety Code and in accordance with Welfare and Institutions Code, Sections 4012.6 and Title 22, Division 6, of the California Code of Regulations hereafter referred to as "Code"; and

WHEREAS, the County will reimburse Contractor for such services to mentally ill adult clients referred by the County for whom there is a determined need in accordance with Paragraph 3 (PAYMENT); and

WHEREAS, the County will reimburse Contractor as appropriate for life support services with interim placement funding until clients or Contractor begins receiving Supplemental Social Security

Income payment or other third-party payment to cover such services; and

WHEREAS, as contemplated herein, Contractor shall provide basic services to clients referred by County Department of Mental Health in accordance with the requirements of the Welfare and Institutions Code, Sections 4012.6 and Title 22, Division 6, of the California Code of Regulations, hereafter referred to as "Code"; and

WHEREAS, Contractor acknowledges and accepts that County has no obligation, legal or contractual, to refer or to place clients in any or all of Contractor's programs; and

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

WHEREAS, the term "Director" as used herein refers to County's Director of Mental Health or his authorized designee; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences July 1 and ends the following June 30:

NOW, THEREFORE, the parties hereto agree as follows:

PREAMBLE

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

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

/

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

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

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

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

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

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service

plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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.

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

1. TERM OF CONTRACT:

A. Term of Contract

(1) The term of this Contract shall be 3 years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

(2) The County shall have the option to extend the Contract term for up to 2 additional one-year periods, for a maximum total Contract term of 3 years. Each such option year shall be exercised individually by the Department of Mental Health, Contracts Development and Administration Division.

(3) Contractor shall notify DMH Contracts Development and Administration Division when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Department of Mental Health at the addresses herein provided in Paragraph 58 (NOTICES), "TO COUNTY 1," and "TO COUNTY 2".

B. Initial Period: The Initial Period of this Agreement shall commence on July1, 2004 and shall continue in full force and effect through June 30, 2005.

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

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2005 and shall continue in full force and effect through June 30, 2006.

(2) Second Automatic Renewal Period: If this Agreement is automatically

renewed, the Second Automatic Renewal Period shall commence on July 1, 2006 and shall continue in full force and effect through June 30, 2007.

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the Third Automatic Renewal Period shall commence on N/A and shall continue in full force and effect through N/A, at which time this Agreement expires.

C. Termination:

(1) Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto shall constitute a material breach hereof and the Agreement may be terminated immediately.

(2) Failure to provide or bill for services to DMH clients for a period of twelve consecutive months will result in the automatic termination of this Agreement, which shall be effective upon written notice to Contractor by DMH. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

(3) In the event of termination of the Interim Funding portion of this Agreement and upon receipt by Contractor of notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all clients treated under this Agreement to other agencies for continuing care in accordance with the clients' needs. Such plans shall be approved by the Director or his authorized designee, except in such instances, as determined by Contractor, where an immediate client transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

2. DESCRIPTION OF SERVICES: Contractor agrees to provide services as described in Exhibit A, inclusive, attached hereto and incorporated herein by reference. Services provided pursuant to attached Exhibit(s) shall be the same regardless of source of payment.

/

3. PAYMENT: Contractor shall bill County in arrears on billing forms provided by County. All billings shall clearly reflect all required information as specified on billing forms provided by County regarding services for which claims are to be made.

Billings shall be made and forwarded to County at least monthly. Within thirty (30) calendar days following receipt of a complete and correct billing form, County shall make payment in accordance with the approved rate of reimbursement for the period services are provided.

In the event Contractor provides Interim Funding Services as defined in Exhibit A, County shall reimburse Contractor at the currently approved Community Residential Care Rate. Payment shall be based on facility size and the level(s) of care for which Contractor is authorized to provide, and for which client is assessed by the Department of Mental Health's (DMH) case managers and/or staff.

Notwithstanding the foregoing, Contractor agrees that Interim Funding Services is not an entitlement program, and further agrees that only services provided for clients approved by Director or his authorized designee shall be reimbursed.

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

4. LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any

subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in Paragraph 3 (PAYMENT) of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such change in allocation of funds at the earliest possible date.

5. ADMINISTRATION: County's Director of Mental Health (hereafter referred to as "Director") shall have the authority to administer this Agreement on behalf of County.

6. PRIOR AGREEMENT(S) SUPERSEDED: Reference is made to that (those) certain document(s) entitled:

TITLE	COUNTY AGREEMENT NUMBER	DATE OF EXECUTION
N/A	N/A	N/A

The parties hereto agree that the provisions of said prior agreement(s) shall be entirely superseded, as of date of execution by County's Board of Supervisors, by the provisions of this Agreement.

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

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

9. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any

and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

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

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

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

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

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

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

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

(b) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

C. Insurance Coverage Requirements:

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

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

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

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

/

Each Accident:	One Million Dollars	($1,000,000)
Disease – policy limit:	One Million Dollars	($1,000,000)
Disease – each employee:	One Million Dollars	($1,000,000)

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

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

11. NONDISCRIMINATION IN EMPLOYMENT:

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

regulations.

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

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

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

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

F. In the event that Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500.00) pursuant to California Civil Code Section 1671, as liquidated damages, in lieu of terminating or suspending this agreement.

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

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

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

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

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

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

B. Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate

child protective agency, as mandated by California Penal Code 11164, 11165.8, and 11166. Contractor, and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

C. Contractor Staff:

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

(2) Contractor shall assure that clerical and other non-treatment staff who are not legally required to directly report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

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

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

16. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records, including billings, and to maintain the confidentiality of client records in accordance with Welfare and Institutions Code Sections 5328 through 5330, inclusive, Title 45, Code of Federal Regulations Section 205.50 and Section 10053.8 of the Welfare and Institutions Code, with reference to the provision of information to licensed facilities as to the suitability of a mentally disordered person to a

particular facility and all other applicable State and Federal laws relating to confidentiality of client records and information. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to comply with said confidentiality provisions.

17. REPORTS: Contractor shall make reports as required by Director or his authorized designee, concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with thirty (30) days prior notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

18. AUDIT: Contractor shall maintain copies of all records for personnel, transactions, and any other related documents or information compiled, originating, or relating to, this Agreement during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement.

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

/

20. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility (ies) shall include a review of compliance with this Paragraph 20.

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

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

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

consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

24. NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

25. STAFF TRAINING AND SUPERVISION: Contractor shall maintain a sufficient number of competent staff (as required by Title 22, Division 6, of the California Code of Regulations) to provide the services for those clients admitted for care.

In the event Contractor provides Supplemental Residential Care Services, as required by Article 4, Subchapter 3, Title 9 of the California Code of Regulations, Contractor will participate in training activities provided by the County, deemed necessary to carry out the functions of participation in Supplemental Residential Care Services. In addition, all supervisory staff employed by Contractor must obtain a minimum of 20 hours of training per year, in relevant mental health programming approved by the County.

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

27. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of Director or his

authorized designee. Contractor shall notify County 60 days prior to any planned changes in duties or rights. Any prohibited delegation or assignment shall be null and void and shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to set off, recoupment, or other reduction for any claim, which Contractor may have against County. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

28. CHANGE OF OWNERSHIP: This Agreement shall terminate effective the date of sale, change of ownership or change of business operations of said Facility. Contractor shall notify DMH's Contracts Development and Administration Division in writing detailing such changes 60 days prior to any such changes. Failure of Contractor to notify the County within 60 days of the proposed changes shall result in liquidated damages assessed at $100.00 per day for every day Contractor fails to notify County of said changes.

29. ALTERATION OF TERMS: This Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the term of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of written amendment to this Agreement which is formally approved and executed by the parties.

30. CONFLICT OF INTEREST:

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

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

31. TERMINATION FOR CONVENIENCE: Any of the parties to this Agreement may terminate services by written notice to the other party, which termination shall become effective thirty (30) days from the date of the written notice. Any party providing such termination shall not be liable or responsible for any liability, monetary or otherwise, resulting from any termination, in whole or in part, of that party's involvement in this Agreement. Termination shall be final and shall release the party from any further responsibility to provide service under the terms and conditions of this Agreement.

32. TERMINATION FOR DEFAULT:

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

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

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

B. In the event that County terminates this Agreement as provided in

Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

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

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

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

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

34. TERMINATION FOR INSOLVENCY:

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

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

Bankruptcy Code.

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

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

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

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

35. CONTRACTOR BUSINESS LOCATION: Contractor shall notify in writing the County's Department of Mental Health, Contracts Development and Administration Division, of any change in its business address at least thirty (30) days prior to the effective date thereof.

36. LICENSES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder. Further, Contractor shall supply to County, on a yearly basis, proof of payment of its state license yearly renewal fee. If, during the term of this Agreement, there is a change of licensee, Contractor shall notify DMH's Contracts Development and Administration Division in writing of such change thirty days prior to any such change. Failure of Contractor to comply with the term of this Paragraph 36, shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

37. INDEPENDENT STATUS OF CONTRACTOR:

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

B. Contractor shall be solely liable and responsible for providing to, or on behalf

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

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

D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgement of Employer (Service Exhibit C) form for each of its employees performing services under this Agreement. Such Acknowledgements shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

38. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 38. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written

approval to enter into the particular subcontract. Contractor's request to County shall include:

(1) The reasons for the particular subcontract.

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

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

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

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

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

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

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

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

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

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

D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any

subcontractor, including any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

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

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

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

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

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 38, or a blanket consent to any further subcontracting.

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

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division, a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 38, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

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

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

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 38, including, but not limited to, consenting to any subcontracting.

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

/

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

41. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support

Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 32 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

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

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

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

46. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the Board-approved Amendment to the County's Non-Responsibility and Debarment

Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

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

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing

Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

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

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

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

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal healthcare program officials; (4)

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit E as part of its obligation under this Paragraph 47.

Failure by Contractor to meet the requirements of this Paragraph 47 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

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

49. COMPLIANCE WITH APPLICABLE LAW:

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

incorporated herein by reference.

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

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

51. ENTIRE AGREEMENT: The body of this Agreement and Service Exhibit A, attached hereto and incorporated herein by reference; as approved in writing by Director, including any addenda thereto as approved in writing by Director, which are hereby incorporated herein by reference but not attached; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

Service Exhibit A: Mental Health 24-Hour Services Interim Placement Funding For Basic Care Services.

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

which County may immediately terminate or suspend this Agreement.

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

54. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

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

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

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by

Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

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

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

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

1.7 Terms used, but not otherwise defined, in this Paragraph 54 shall have the same meaning as those terms in the Privacy Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information as necessary to perform

the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph 54. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Department of Mental Health's Chief Deputy Director, telephone number (213) 738-4108 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:

/

/

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph 54.

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

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

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

amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

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

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

OBLIGATION OF COUNTY

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

TERM AND TERMINATION

4.1 Term. The term of this Paragraph 54 shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section

4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

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

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

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

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

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

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

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

Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph 54 shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph 54.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 54 is contrary to another provision of this Agreement, the provision of this Paragraph 54 shall control. Otherwise, this Paragraph 54 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 54 to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph 54 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph 55 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations."

55. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction

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

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

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

discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

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

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

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

other party.

To Contractor: _____

_____

_____

Attention: _____

To County 1: Department of Mental Health
Contracts Development and
Administration Division
550 South Vermont Ave., 5th Floor
Los Angeles, CA 90020

Attention: Chief

To County 2: Department of Mental Health
Accounting Division
550 South Vermont Ave., 8th Floor
Los Angeles, CA 90020

Attention: Judith Weigand, Chief

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE IF APPLICABLE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

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

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

RESIDENTIAL CONTRACTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Woment	% Men	% Women	% Men	% Women
1	Alcott Mental Health	NP								
2	Alma Lodge	P					33.33	66.66		
3	Astoria Retirement Center, Inc.	P							100	
4	California Care Centers, Inc. dba The Manor	P							50	50
5	California Resources Dev. dba Hope Manor	P				2	16		75	7
6	E.R.E., Inc. dba Hollywood Royale	P							50	50
7	FH & HF Torrance, LLC dba Sunnyside	NP								
8	Garden of Wilmington Guest Home	P					50	50		
9	Gramercy Inn	P					50	50		
10	The Harbour	NP								
11	Healthview, Inc. dba Harbor View House	NP								
12	Highland Manor	P								100
13	Highland Park Guest Home, Inc.	P							65	35
14	Imperial Manor	P							50	50
15	Lisa Marie	P				100				
16	Graystone Manor	P				100				
17	Poinsettia Adult Care	P	50	50						
18	Raymond Chee & Company, Inc.	P					100			

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

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

RESIDENTIAL CONTRACTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Alcott Mental Health	NP								
2	Alma Lodge	P					33.33	66.66		
3	Astoria Retirement Center, Inc.	P							100	
4	California Care Centers, Inc. dba The Manor	P							50	50
5	California Resources Dev. dba Hope Manor	P				2	16		75	7
6	E.R.E., Inc. dba Hollywood Royale	P							50	50
7	FH & HF Torrance, LLC dba Sunnyside	NP								
8	Garden of Wilmington Guest Home	P					50	50		
9	Gramercy Inn	P					50	50		
10	The Harbour	NP								
11	Healthview, Inc. dba Harbor View House	NP								
12	Highland Manor	P								100
13	Highland Park Guest Home, Inc.	P							65	35
14	Imperial Manor	P							50	50
15	Lisa Marie	P				100				
16	Graystone Manor	P				100				
17	Poinsettia Adult Care	P	50	50						
18	Raymond Chee & Company, Inc.	P					100			

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

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

RESIDENTIAL CONTRACTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
19	S.F.V. Community Mental Health	NP								
20	Sheraton Villa Retirement Home, Inc. dba Country V	P							50	50
21	Walker's Care	P	50	50						

Firm Status: NP = Non Profit

P = For Profit

G = Governmental

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

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

ATTACHMENT C

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006 AND 2006-2007

OUT-OF-STATE CHILD PLACEMENT CONTRACTS

Contract Administrator: V. Andrade

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Type of Service Exhibit *	Agreement Terms	Fiscal Year **Daily Rate		
						FY 2004-2005	FY 2005-2006	FY 2006-2007
1	Cathedral Home for Children 4989 North 3rd Street Laramie, WY 82072 Robin J. Haas Executive Director	ALL	DMH-00957	1007	3 Years	$135.00	$135.00	$135.00
2	Colorado Boys Ranch 28071 Highway 109, P.O. Box 681 La Junta, CO 81050 Charles Thompson President and CEO	ALL	DMH-00940	1007	3 Years	$113.06	$113.06	$113.06
3	Daystar Residential, Inc. 3926 Bahler Road Manvel, TX 77578 C.M.Salls Executive Director	ALL	DMH-00924	1007	3 Years	$80.00	$80.00	$80.00
4	Devereux Arizona Treatment Network 6436 E. Sweetwater Avenue Scottsdale, AZ 85254 Steven Vitali Executive Director	ALL	DMH-01019	1007	3 Years	$67.50 RTC $38.00 GH	$67.50 RTC $38.00 GH	$67.50 RTC $38.00 GH
5	Devereux Cleo Wallace 7100 E. Belleview Ave., Suite 210 Englewood, CO 80111 Bentley Smith Director of Finance	ALL	DMH-00959	1007	3 Years	$140.00 RTC	$140.00 RTC	$140.00 RTC
6	Devereux Texas Treatment Network 1150 Devereux Drive League City, TX 77573 Gail Atkinson Executive Director	ALL	DMH-00942	1007	3 Years	$100.72 LTAP $138.10 YAP $143.11 ESP $57.20 VCP	$100.72 LTAP $138.10 YAP $143.11 ESP $57.20 VCP	$100.72 LTAP $138.10 YAP $143.11 ESP $57.20 VCP
7	Emily Griffith Center 14142 Denver West Pkwy. Lakewood, CO 80401-3189 Howard Shiffman Executive Director	ALL	DMH-01067	1007	3 Years	$127.00	$127.00	$127.00

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

ATTACHMENT C

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006 AND 2006-2007

OUT-OF-STATE CHILD PLACEMENT CONTRACTS

Contract Administrator: V. Andrade

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Type of Service Exhibit *	Agreement Terms	Fiscal Year **Daily Rate		
						FY 2004-2005	FY 2005-2006	FY 2006-2007
8	Excelsior Youth Center 15001 E. Oxford Avenue Aurora, CO 80014 Bill Gregory Executive Director	ALL	DMH-00925	1007	3 Years	$51.36	$51.36	$51.36
9	Forest Heights Lodge P.O. Box 789 Evergreen, CO 80437-0789 Linda Clefisch Executive Director	ALL	DMH-00923	1007	3 Years	$53.92	$53.92	$53.92
10	Heritage Schools, Inc. 5600 N. Heritage School Drive Provo, UT 84604 Jerry Spanos Executive Director	ALL	DMH-00941	1007	3 Years	$57.00	$57.00	$57.00
11	Intermountain Children's Home and Services 500 S. Lamborn Helena, MT 59601 Jim FitzGerald Executive Director	ALL	DMH-00958	1007	3 Years	$56.16	$56.16	$56.16
12	Island View Academy 2650 W. 2700 South Syracuse, UT 84075 Jared Balmer Executive Director	ALL	DMH-00943	1007	3 Years	$62.00	$62.00	$62.00
13	Learning Clinic, The Route 169 - P.O. Box 324 Brooklyn, CT 06234 Raymond W. DuCharme, Ph.D. Director	ALL	DMH-01157	1007	3 Years	$47.68	$47.68	$47.68
14	Mental Health Systems, Inc. (Provo Canyon School) 1350 East 750 North Orem, UT 84097 Bill Eastwood Executive Director	ALL	DMH-00960	1007	3 Years	$72.00 Logan River Site $77.41	$72.00 Logan River Site $77.41	$72.00 Logan River Site $77.41

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

ATTACHMENT C

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006 AND 2006-2007

OUT-OF-STATE CHILD PLACEMENT CONTRACTS

Contract Administrator: V. Andrade

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Type of Service Exhibit *	Agreement Terms	Fiscal Year **Daily Rate		
						FY 2004-2005	FY 2005-2006	FY 2006-2007
15	Pathway School, The 162 Egypt Way Norristown, PA 19403-3090 William O'Flanagan, Ph.D. President	ALL	DMH-00949	1007	3 Years	$77.55 RRS $92.90 IS	$77.55 RRS $92.90 IS	$77.55 RRS $92.90 IS
16	Yellowstone Boys & Girls Ranch 1732 S. 72nd Street West Billings, MT 59106-3599 Glen McFarlane Chief Financial Officer	ALL	DMH-01018	1007	3 Years	$75.00	$75.00	$75.00

* Service Exhibit 1007 is General Mental Health Services Exhibit (Out-Of-State Resdiential Facilities).
** The Daily Rate for the Out-of-State Mental Health Services Agreements is determined by DMH staff and based on services provided, providers' costs, prevailing wages in the state, cost-of-living, and negotiated rates with other counties, public and private agencies, and insurance companies.

Attachment C-1

CONTRACTOR: _____

_____ Contract Number

_____ Reference Number

Business Address:

_____

_____

OUT-OF-STATE CHILD PLACEMENT

MENTAL HEALTH SERVICES AGREEMENT

TABLE OF CONTENTS

PARAGRAPH		PAGE
	PREAMBLE	1
1.	CONTRACTOR'S RESPONSIBILITIES	5
2.	COUNTY'S RESPONSIBILITIES	5
3.	TERM AND TERMINATION	6
4.	WORK	6
5.	COMPENSATION	6
6.	SERVICES AND FINANCIAL RECORDS	7
7.	UNAVAILABILITY OF FACILITY	7
8.	SUBCONTRACTING	7
9.	INDEMNIFICATION AND INSURANCE	11
10.	NONDISCRIMINATION IN EMPLOYMENT	13
11.	CONFIDENTIALITY	14
12.	RIGHT TO MONITOR AND AUDIT	15
13.	CHANGES AND MODIFICATIONS	15
14.	ASSIGNMENT AND DELEGATION	15
15.	RIGHT OF TERMINATION	15
16.	GOVERNING LAW, JURISDICTION AND VENUE	16
17.	COMPLIANCE WITH REGULATIONS	16
18.	COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS	16
19.	STAFFING	17
20.	STAFF TRAINING AND SUPERVISION	17
21.	PROGRAM SUPERVISION, MONITORING AND REVIEW	17
22.	PATIENTS'/CLIENTS' RIGHTS	18
23.	REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS	18
24.	NONDISCRIMINATION IN SERVICES	19
25.	FAIR LABOR STANDARDS	21
26.	CONFLICT OF INTEREST	21

K: S_____ U_____
PO: A_____ C_____

PARAGRAPH PAGE

27. INDEPENDENT STATUS OF CONTRACTOR 22
28. COMPLIANCE WITH APPLICABLE LAW 23
29. THIRD PARTY BENEFICIARIES 23
30. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES 23
31. TERMINATION FOR INSOLVENCY 24
32. TERMINATION FOR IMPROPER CONSIDERATION 24
33. SEVERABILITY 25
34. CAPTIONS AND PARAGRAPH HEADINGS 25
35. ENTIRE AGREEMENT 25
36. WAIVER 26
37. EMPLOYMENT ELIGIBILITY VERIFICATION 26
38. AUTHORIZATION WARRANTY 26
39. CERTIFICATION OF DRUG-FREE WORK PLACE 26
40. COUNTY LOBBYISTS 27
41. RESTRICTIONS ON LOBBYING 27
42. COUNTY'S QUALITY ASSURANCE PLAN 27
43. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES 27
44. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 28
45. CONTRACTOR RESPONSIBILITY AND DEBARMENT 28
46. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM 29
47. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT 31
48. NOTICES 32

FISCAL YEARS

2004-2005, 2005-2006 and 2006-2007

SERVICE EXHIBIT

- Exhibit A — GENERAL MENTAL HEALTH SERVICES EXHIBIT (IN OUT-OF-STATE RESIDENTIAL FACILITIES)
- Exhibit B — CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
- Exhibit C — SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER
- Exhibit D — ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

OUT-OF-STATE CHILD PLACEMENT

MENTAL HEALTH SERVICES AGREEMENT

This Agreement is made and entered into by and between COUNTY OF LOS ANGELES (hereafter referred to as "County"), and _____ (hereafter referred to as "Contractor").

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

WHEREAS, the purpose of this Agreement is to compensate Contractor for mental health services to the County of Los Angeles, Department of Mental Health (DMH). These services are provided to children who are emotionally disturbed and have been assessed by DMH and have been determined to require residential placement and mental health services.

WHEREAS, the following term, as used in this Agreement shall have the following meaning: 'Director" means County's Director of Mental Health or the authorized designee.

NOW, THEREFORE; the parties agree as follows:

PREAMBLE

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

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

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

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

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

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

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

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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.

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

/

/

1.0 CONTRACTOR'S RESPONSIBILITIES:

1.1 Contractor shall provide mental health services for children/adolescents who are referred to Contractor by County. Contractor shall provide the following: Mental health services for children and adolescents between ages 0 to 22 years of age, as more fully described in Exhibit A (General Mental Health Services Exhibit), attached hereto and incorporated herein by reference. These services shall be available on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement.

Address of facility:

Street Address _____

City and State _____

Phone Number(s) _____

Fax Number(s) _____

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

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

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

2.0 COUNTY'S RESPONSIBILITIES:

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

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

3.0 **TERM AND TERMINATION:** The term of this Agreement is from Board Approval through June 30, 2005. County and Contractor may cancel or terminate this Agreement in whole or in part by giving the County or Contractor thirty (30) days written notice without any liability other than payment for work already performed up to the date of agreement termination. Contractor shall be paid the reasonable value of those services rendered.

3.1 Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 48 (NOTICES).

4.0 **WORK:** Pursuant to the provisions of this Agreement, Contractor shall fully provide, complete and deliver on time all tasks, deliverables, goods, services, and other work as set forth in this Agreement.

5.0 **COMPENSATION:**

5.1 PAYMENT FOR MENTAL HEALTH SERVICES.

As compensation for mental health services herein, **County shall pay Contractor the sum of $45.00 per day for a child (0-22 years of age)** in accordance with the terms of this Agreement.

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

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

5.4 Invoices shall be submitted to:

County of Los Angeles

Department of Mental Health

AB 3632 Residential Placement Unit, CSOC

550 S. Vermont Avenue, 3rd floor

Los Angeles, CA 90020

ATTN.: Mr. Paul McIver, LCSW

Out-Of-State Child Placement Coordinator

5.5 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

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

6.0 SERVICES AND FINANCIAL RECORDS: Contractor shall file and retain in the agency or facility copies of this Agreement, and such other intake forms, medical records or financial records as may be required by County. In addition, ledgers, accounting books and file card systems shall be legible, complete and shall be kept current.

7.0 UNAVAILABILITY OF FACILITY: Should Contractor's facility become unavailable for any reason including, but not limited to, foreclosure, fire, disaster, or loss of State License, this Agreement shall terminate as of the date that the last child is removed from the facility, and payment shall be made on a prorate basis.

8.0 SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 8.

Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

(1) The reasons for the particular subcontract.

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

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

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

(5) A copy of the proposed subcontract which shall contain the following provision: "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

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

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

D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's

use of any subcontractor, including any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

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

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

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

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

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

J. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors and their officers, employees, and agents.

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

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

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

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

/

9.0 INDEMNIFICATION AND INSURANCE:

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

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

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

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

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

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

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

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

B. **Workers' Compensation**: Worker's Compensation Insurance in an amount and form to meet all requirements of the applicable Worker's Compensation and/or Labor Code of the State in which the Contractor is located, including Employer's Liability with a $1,000,000 limit, covering all employees and persons the Contractor is legally required to cover.

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

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

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

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

/

10.0 **NON-DISCRIMINATION IN EMPLOYMENT:**

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

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

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

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

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

constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

10.6 In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 10, 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.

11.0 CONFIDENTIALITY:

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

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

/

12.0 RIGHT TO MONITOR AND AUDIT:

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

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

13.0 CHANGES AND MODIFICATIONS: This Agreement contains all the terms and conditions agreed upon by the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved and executed by the parties.

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

15.0 RIGHT OF TERMINATION:

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

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

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

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

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

15.1.5 County, State, or Federal funding becomes unavailable.

16.0 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by and construed in accordance with the laws of the **State of California.** Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of this Agreement.

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

17.0 COMPLIANCE WITH REGULATIONS: This Agreement shall be performed in accordance with all pertinent regulations of the U.S. Department of Health and Human Services (HHS), the California Department of Mental Health (CDMH), and County's Department of Mental Health (DMH).

18.0 COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's

future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

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

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

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

20.0 STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, para-professional, intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers, if applicable.

21.0 PROGRAM SUPERVISION, MONITORING AND REVIEW: All services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to

monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served.

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

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

21.3 Authorized County and/or State representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.

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

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

23.1 Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq.and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 and 11166. Contractor, and all persons employed or subcontracted by Contractor, shall

make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

23.2 Contractor Staff:

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

23.2.2 Although clerical and other non-treatment staff may not be required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

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

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

24.0 NON-DISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or

physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 24.0, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap.

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

24.2 Contractor shall have admission policies specifying non-discrimination in writing and available to the public. Contractor shall not employ discriminatory practices in the admission of any person, assignment of accommodations, or otherwise. Any time any person applies for services under this Agreement, such person shall be advised by

Contractor of the complaint procedures described in the above paragraph. A copy of such complaint procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided under this Agreement.

25.0 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.

26.0 CONFLICT OF INTEREST:

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

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

limitation, identification of all persons implicated and complete description of all relevant circumstances.

27.0 INDEPENDENT STATUS OF CONTRACTOR:

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

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

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

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

28.0 COMPLIANCE WITH APPLICABLE LAW:

28.1 Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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

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

/

/

31.0 TERMINATION FOR INSOLVENCY:

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

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

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

31.1.3 The appointment of a Receiver or Trustee for Contractor.

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

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

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

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

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

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

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

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

Exhibit A - General Mental Health Services Exhibit.

Exhibit B - Contractor Employee Acknowledgement of Employer.

Exhibit C - Subcontractor Employee Acknowledgement of Employer.

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

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

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

39.0 CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo

contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing.

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

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

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

43.0 **MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES:** Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local

laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 47.

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

45.0. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

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

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

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

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

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

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

46.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more

staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit D as part of its obligation under this Paragraph 46.

Failure by Contractor to meet the requirements of this Paragraph 46 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

47.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Contractor understands and agrees that it is a *'Covered Entity'* under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to *Transactions and Code Sets, Privacy, and Security.* Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf.

Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

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

/

/

/

/

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

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: Chief of Contracts Development and

Administration Division

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL:

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:
DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

VA: OSCP_Boilerplate_ 04-05

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

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

OUT-OF-STATE CHILD PLACEMENT MENTAL HEALTH SERVICES CONTRACTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Cathedral Home for Children	NP								
2	Colorado Boys Ranch	NP								
3	Daystar Residnetial, Inc.	NP								
4	Devereux Arizona Treatment Network	NP								
5	Devereux Cleo Wallace	NP								
6	Devereux Texas Treatment Network	NP								
7	Emily Griffith Center	NP								
8	Excelsior Youth Center	NP								
9	Forest Heights Lodge	NP								
10	Heritage Schools, Inc.	NP								
11	Intermountain Children's Home and Services	NP								
12	Island View Academy	NP								
13	The Learning Clinic	NP								
14	Mental Health Systems, Inc. (Provo Canyon School)	NP								
15	The Pathway School	NP								
16	Yellowstone Boys & Girls Ranch	NP								

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

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

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

ATTACHMENT D

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006 AND 2006-2007

UNIQUE CONTRACTS

Contract Admin.	ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Agreement Terms	Fiscal Year Maximum Contract Amount		
						FY 2004-2005	FY 2005-2006	FY 2006-2007
E.Marmolejo	1	Aurora Charter Oak, LLC formerly Charter Behavioral Health Systems 1161 E. Covina Boulevard Covina, CA 91724 Todd Smith Chief Executive Officer	5	DMH-00908	3 Years	$ 1,145,788	$ 1,145,788	$ 1,145,788
L.Jurkevics	2	California State University, LB Foundation 6300 East State University Drive, Suite 332 Long Beach, CA 90815 Susanne DeRosa Director, Grants, Contracts & Foundation Programs	ALL	DMH-01020	3 Years	$ 200,000	$ 200,000	$ 200,000
A. Wong	3	Cerritos Community College District 11110 East Alondra Boulevard Norwalk, CA 90650 Dennis Chuning V.P. of Business Services	4	DMH-01027	3 Years	N/A	N/A	N/A
E.Marmolejo	4	College Hospital - Cerritos 10802 College Place Cerritos, CA 90701 Stephen Witt Chief Executive Officer	4	DMH-00936	3 Years	$ 907,379	$ 907,379	$ 907,379
A. Wong	5	Los Angeles Community College District 770 Wilshire Boulevard Los Angeles, CA 90017 James B. Watson Contracts and Purchasing Manager	ALL	DMH-00890	3 Years	N/A	N/A	N/A

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

ATTACHMENT D

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006 AND 2006-2007

UNIQUE CONTRACTS

Contract Admin.	ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Agreement Terms	Fiscal Year Maximum Contract Amount		
						FY 2004-2005	FY 2005-2006	FY 2006-2007
M.Iyer	6	Mental Health Advocacy Services, Inc. 3255 Wilshire Blvd., Suite 902 Los Angeles, CA 90017 James Preis Executive Director	ALL	DMH-00950	3 Years	$ 404,900	$ 404,900	$ 404,900
Y.Liu	7	Venice Family Clinic (DMH Subcontractor) 604 Rose Avenue Venice, CA 90291 Elizabeth Benson Forer Executive Director	ALL	Synopsis 49 (6/18/02)	1 Year	*	N/A	N/A
J. Nava	8	University of California, Los Angeles Neuropsychiatric &Behavioral Health Svcs. 10920 Wilshire Blvd., Ste. 1010 Los Angeles, CA 90024 Francine Chapman Sr. Assoc. Director, External Relations	ALL	GK3024	2 Years	N/A	N/A	N/A
					TOTAL:	$ 2,658,067	$ 2,658,067	$ 2,658,067

* The Revenue Subcontract Agreement reimburses DMH $102,000 for the provision of mental health services to homeless dually diagnosed adults.

N/A = Not applicable

CONTRACTOR:

_____ _____
Contract Number

_____ _____
Provider Number(s)

Business Address: _____
Reference Number

_____ N/A
Legal Entity Number

_____

Supervisorial District(s) _____

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

TABLE OF CONTENTS

	PARAGRAPH	PAGE
	PREAMBLE	3
1.	TERM	6
2.	ADMINISTRATION	8
3.	DESCRIPTION OF SERVICES	9
4.	FINANCIAL PROVISIONS	9
5.	COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS	15
6.	PRIOR AGREEMENT(S) SUPERSEDED	15
7.	STAFFING	16
8.	STAFF TRAINING AND SUPERVISION	16
9.	PROGRAM SUPERVISION, MONITORING AND REVIEW	16
10.	RECORDS AND AUDITS	17
11.	REPORTS	20
12.	CONFIDENTIALITY	21
13.	PATIENTS'/CLIENTS' RIGHTS	21
14.	REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS	22
15.	NONDISCRIMINATION IN SERVICES	23
16.	NONDISCRIMINATION IN EMPLOYMENT	23
17.	FAIR LABOR STANDARDS	24
18.	INDEMNIFICATION AND INSURANCE	25
19.	WARRANTY AGAINST CONTINGENT FEES	26
20.	CONFLICT OF INTEREST	27
21.	UNLAWFUL SOLICITATION	27
22.	INDEPENDENT STATUS OF CONTRACTOR	27

Mental Health Service Area(s) _____ Countywide _____

K: S_____ U_____ X_____

PO: ASOC ____ CSOC_____ CRITICAL CARE_____

	PARAGRAPH	PAGE
23.	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS	28
24.	DELEGATION AND ASSIGNMENT	28
25.	SUBCONTRACTING	29
26.	GOVERNING LAW, JURISDICTION AND VENUE	30
27.	COMPLIANCE WITH APPLICABLE LAW	30
28.	THIRD PARTY BENEFICIARIES	30
29.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	31
30.	TERMINATION FOR INSOLVENCY	31
31.	TERMINATION FOR DEFAULT	32
32.	TERMINATION FOR IMPROPER CONSIDERATION	32
33.	COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	33
34.	SEVERABILITY	34
35.	CAPTIONS AND PARAGRAPH HEADINGS	34
36.	ALTERATION OF TERMS	34
37.	ENTIRE AGREEMENT	34
38.	WAIVER	35
39.	EMPLOYMENT ELIGIBILITY VERIFICATION	35
40.	PUBLIC ANNOUNCEMENTS AND LITERATURE	35
41.	AUTHORIZATION WARRANTY	35
42.	RESTRICTIONS ON LOBBYING	36
43.	CERTIFICATION OF DRUG-FREE WORK PLACE	36
44.	COUNTY LOBBYISTS	36
45.	MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES	36
46.	CONSIDERATION FOR HIRING GAIN PARTICIPANTS	37
47.	COUNTY'S QUALITY ASSURANCE PLAN	37
48.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	37
49.	USE OF RECYCLED CONTENT PAPER PRODUCTS	37
50.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	37
51.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	39
52.	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT	40
53.	COMPLIANCE WITH JURY SERVICE PROGRAM	42
54.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	43
55.	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	44
56.	NOTICES	44

FINANCIAL EXHIBIT

1	Fiscal Year 2004-2005
2	Fiscal Year 2005-2006
3	Fiscal Year 2006-2007

SERVICE EXHIBIT

A	PSYCHIATRIC INPATIENT HOSPITAL SERVICES
B	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
C	SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER
D	FACT SHEET ON "SAFELY SURRENDERED BABY LAW"
E	ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

CONTRACT NO. _____

MENTAL HEALTH SERVICES AGREEMENT

CONTRACT RATE - ACUTE PSYCHIATRIC INTENSIVE

INPATIENT HOSPITAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20 ___, 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 therefor 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, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

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

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

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

A. "CCR" means the California Code of Regulations;

B. "CGF" means County General Funds;

C. "Day(s)" means calendar day(s) unless otherwise specified;

D. "Director" means County's Director of Mental Health or his authorized designee;

E. "DMH" means County's Department of Mental Health;

F. "Fiscal Year" means County's Fiscal Year which commences July 1 and ends the following June 30;

G. "MIS" means DMH's Management Information System;

H. "Contract Rate" or "CR" means the total amount of reimbursement, including all revenue, interest and return, which is allowable for delivery of a day of service as defined by Director and which is shown on the Financial Exhibit(s). A Contract Rate is the gross rate of reimbursement, which has been negotiated between Contractor and County for Contractor's delivery of a day of service of Acute Psychiatric Inpatient Hospital Services. The Contract Rate is an all inclusive rate that includes, but is not limited to, the cost of all physician services, psychologist services and psychiatric treatment rendered to Clients and the cost of transportation services for providing Acute Psychiatric Inpatient Hospital Services;

I. "SDHS" means State's Department of Health Services;

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

K. "State" means the State of California;

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

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

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

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

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

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

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

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

departments/agencies, and community and contracting partners.

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

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

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

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

competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

1. TERM:

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

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed without further action by the parties hereto unless either party desires to

terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than thirty days prior to the end of the Initial Period.

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

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

C. Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 56 (NOTICES).

C. Termination:

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

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

(a) If County determines that:

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

ii. Contractor has failed to initiate delivery of services within days of the commencement date of this Agreement; or

iii. Contractor has failed to comply with any of the provisions of Paragraphs 15 (NONDISCRIMINATION IN SERVICES), 16 (NONDISCRIMINATION IN EMPLOYMENT), 18 (INDEMNIFICATION AND INSURANCE), 19 (WARRANTY AGAINST CONTINGENT FEES), 24 (DELEGATION AND ASSIGNMENT), 25 (SUBCONTRACTING), and/or 43 (CERTIFICATION OF DRUG-FREE WORK PLACE); or

(b) In accordance with Paragraphs 30 (TERMINATION FOR INSOLVENCY), 31 (TERMINATION FOR DEFAULT), 32 (TERMINATION FOR IMPROPER CONSIDERATION), and/or 44 (COUNTY LOBBYISTS).

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

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

(a) Contractor and County shall comply with the Termination Subsection of the Term Section of Contract Manual; and

(b) On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual Cost Report; and

(c) If Contractor terminates this Agreement, all costs related to all transfers of patients/clients receiving services hereunder to other agencies as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way hereunder.

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

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

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

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

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

4. FINANCIAL PROVISIONS:

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

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

C. Reimbursement If Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract

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

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

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, Contractor shall send written notification to County at the address herein provided in Paragraph 56 (NOTICES).

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

Notwithstanding any other provision of this Agreement, Contractor shall be entitled to reimbursement for Psychiatric Inpatient Hospital Services: (1) if there is a Treatment Authorization

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

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

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

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

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

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

G. Billing Procedures As Conditions Precedent To Contractor's Eligibility For Reimbursement:

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

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

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

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

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

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

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

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

J. Annual Cost Reports:

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

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

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

payment.

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

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

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

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

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

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

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

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

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

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

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

6. PRIOR AGREEMENT(S) SUPERSEDED:

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

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

The parties agree that the provisions of such prior Agreement(s), and all Amendments thereto, shall be entirely superseded as of _____, 200_, by the provisions of this Agreement.

B. The parties further agree that all payments made by County to Contractor under any such prior Agreement(s) for services rendered thereunder on and after _____, 200_, shall be applied to and considered as payments made under this Agreement and shall be applied against all applicable Federal, State, and/or County funds provided hereunder.

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

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

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

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

/

10. RECORDS AND AUDITS:

A. Records:

(1) General:

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

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

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

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

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

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

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

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

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

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

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

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

B. Audits:

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

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

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

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

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

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

11. REPORTS:

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

B. Management Information System (MIS):

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Contractor Staff:

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

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

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

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

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

15. NONDISCRIMINATION IN SERVICES:

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

16. NONDISCRIMINATION IN EMPLOYMENT:

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

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

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

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

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

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 16, 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.

17. 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.

18. INDEMNIFICATION AND INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

19. 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.

20. CONFLICT OF INTEREST:

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

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

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

22. INDEPENDENT STATUS OF CONTRACTOR:

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

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

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

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

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

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

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

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

25. SUBCONTRACTING:

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

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

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

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

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

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

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

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

27. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

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

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

30. TERMINATION FOR INSOLVENCY:

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

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

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

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

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

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

31. TERMINATION FOR DEFAULT:

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

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

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

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

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

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

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

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

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

33. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 31 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

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

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

37. ENTIRE AGREEMENT: The body of this Agreement; Financial Exhibit(s)_____ _____ and Service Exhibit(s) _____, attached hereto and incorporated herein by reference; including any amendments thereto as approved in writing by Director, which are hereby incorporated herein by reference but not attached; and Contractor's Negotiation Package for this Agreement, as approved in writing by Director, including any addenda thereto as approved in writing by Director, which are hereby incorporated herein by reference but not attached; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Financial Exhibit(s)_____

2. Service Exhibit(s) _____

3. Contractor's Negotiation Package.

38. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 38 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

/

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

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

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

45. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractors' facility(ies) shall include a review of compliance with this Paragraph 45.

/

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

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

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

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

50. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

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

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

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

decision prior to its presentation to the Board of Supervisors.

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

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

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

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

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

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with

education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit E as part of its obligation under this Paragraph 51.

Failure by Contractor to meet the requirements of this Paragraph 51 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement."

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

52. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

B. The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to *transactions and code sets*, *privacy*, and *security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal

advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

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

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's IS.

(1) County desires to clarify IS terminology under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Attachment VIII (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

(2) County desires to clarify other HIPAA-related changes set forth in the DMH Provider Manual and which are incorporated herein by reference as though fully set forth.

(a) County has added to the DMH Provider Manual a Guide to Procedure Codes, which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(b) County has added to the DMH Provider Manual an Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these transactions.

(c) County has added to the DMH Provider Manual a Trading Partner Agent Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of Contractor.

E. Contractor understands that County operates an informational website www.dmh.co.la.ca.us related to the services under this Agreement and the parties' HIPAA

obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

F. Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

G. Contractor further understands and agrees that the terms and conditions of the current Trading Partner Agreement (TPA) set forth in the DMH Provider Manual shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

53. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

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

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month

period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

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

54. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its

implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Attachment VII** of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

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

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: Chief

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

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

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer-Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

By _____
Principal Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contacts Development and
Administration Division

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

_____
CONTRACTOR

By _____

Name _____

Title _____

(AFFIX CORPORATE SEAL HERE)

SERVICE EXHIBIT A

PSYCHIATRIC INPATIENT HOSPITAL SERVICES

(MODE OF SERVICE 05)

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

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

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

2. SERVICE LOCATION(S):

Except as authorized by County pursuant to Paragraph 25 (SUBCONTRACTING), Contractor shall provide all Psychiatric Inpatient Hospital Services under this Agreement only at the following Contractor facility(ies):_____. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at any such location(s) and/or

before commencing such services at any other location(s).

3. PERSONS TO BE SERVED:

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

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

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

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

6. NOTIFICATION OF DEATH: Contractor shall immediately notify Director upon becoming

aware of the death of any Beneficiary provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the deceased's MIS identification number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

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

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

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

Acute Psychiatric Inpatient Hospital Services consist of twenty-four hour intensive service in a facility, which is a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital, that provides psychiatric treatment with the specific intent to

ameliorate the symptoms of danger to self, others, or the inability to provide for food, clothing and shelter due to a mental disability as determined by qualified mental health professional staff of the facility. Twenty-four hour psychiatric care may be necessary to relieve recent and serious dysfunction in social, occupational or family relations where a less secure environment may lead to a deterioration in dysfunction and in turn lead to symptoms of danger to self, others, or grave disability due to a mental disability as determined by qualified mental health professional staff of the facility. Grave disability is defined as the inability to provide for food, clothing, shelter or access to other resources without which the Beneficiary is in grave danger to self.

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

A. Admission services twenty-four hours a day, seven days a week;

B. Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding;

C. Three balanced and complete meals each day;

D. Twenty-four hour supervision of all Beneficiaries by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

E. Physical examination and medical history within twenty-four hours of admission;

F. Laboratory services when medically indicated;

G. X-Rays;

H. Electrocardiograms (EKG) and electroencephalograms (EEG);

I. Medication supervision and/or maintenance program;

J. Support to psychiatric treatment services, including, but not limited to, daily patient review;

K. Support to psychological services;

L. Social work services;

M. Nursing services;

N. Recreational therapy services;

O. Occupational therapy services;

P. Electroconvulsive therapy services when appropriate in accordance with WIC Section 5326.7 et seq.;

Q. Recommendation for further treatment, conservatorship, or referral to other existing programs, as appropriate (i.e., day care, outpatient, etc.), relative to Beneficiary needs;

R. Prior to discharge of any Beneficiary, preparation and transmittal of a written aftercare plan in accordance with California Health and Safety Code Section 1284 and WIC Section 5622. Each aftercare plan shall be submitted to Director at the time of discharge of the Beneficiary; and

S. Maintain daily attendance log for each day of service provided hereunder.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County 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 during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any contract between my employer,_____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

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.

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____,
for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County 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 during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any subcontract between my employer, _____, and any person or entity which has a prime contract with the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

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.

No shame.
No blame.
No names.

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



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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena.
Sin culpa.
Sin peligro.

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



En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

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

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

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Fiscal Intermediary Agreement's Paragraph 15 (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 healthcare 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 subcontractors 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 subcontractors 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 subcontractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

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

- Any event that would require Contractor or any of its officers, employees, agents and/or subcontractors exclusion or suspension under federally funded healthcare programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or subcontractors, barring it or its officers, employees, agents and/or subcontractors 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 _____

Attachment D-1a

CONTRACTOR:

California State University,
Long Beach Foundation (CSULB Foundation)

Business Address:

6300 East State Drive, Suite 332
Long Beach, CA 90815

Contract Number

Reference Number

Supervisorial District

COUNTY OF LOS ANGELES

FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING AND STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
	PREAMBLE	2
1.	SERVICES PROVIDED	5
2.	TERM	5
3.	TERMINATION OF AGREEMENT	6
4.	COMPENSATION	6
5.	ADMINISTRATION	7
6.	NOTIFICATION OF TRAINING PROGRAMS	7
7.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	7
8.	INDEMNIFICATION AND INSURANCE	8
9.	RECORDS	9
10.	CONFLICT OF INTEREST	9
11.	AUTHORIZATION WARRANTY	10
12.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	10
13.	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	10
14.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	11
15.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	12
16.	REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES	13
17.	NOTICES	14

Exhibit A: Statement of Work
Exhibit B: Safely Surrendered Baby Law Fact Sheet (In English and Spanish)
Exhibit C: Attestation Regarding Federally Funded Programs

COUNTY OF LOS ANGELES

FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING AND STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, by and between the

COUNTY OF LOS ANGELES
(hereafter "COUNTY") and

California State University,

Long Beach Foundation (CSULB Foundation)
(hereafter "CONTRACTOR").

Business Address:

6300 East State Drive, Suite 332

Long Beach, CA 90815

RECITALS

WHEREAS, it is the purpose of this Agreement to establish a fiscal intermediary for academic training and student professional development programs between COUNTY and CONTRACTOR. CONTRACTOR will be responsible for dispersing funds provided under this Agreement to the student interns to be identified by DMH Health Student Professional Development Program Coordinator; and

WHEREAS, this collaboration between COUNTY and CONTRACTOR will allow COUNTY to proceed with other goals for the education and training of professional staff within the field of mental health.

NOW, THEREFORE, COUNTY AND CONTRACTOR agree as follows:

/

/

/

/

PREAMBLE

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

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

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

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

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

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

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

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

privacy rights of families.

- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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.

Personal Service Delivery

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

- Introduce themselves by name

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

Service Access

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

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

Service Environment

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

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

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

1. SERVICES PROVIDED: CONTRACTOR shall provide students to COUNTY for training purposes as set forth in Exhibit A (STATEMENT OF WORK), which is attached hereto and incorporated by reference.

2. TERM:

A. The term of this Agreement shall commence on July 1, 2004 and shall continue in full force and effect through June 30, 2005. Thereafter, this Agreement shall be automatically renewed for two successive one-year periods, the first commencing July 1, 2005 and continuing through June 30, 2006, and the second commencing July 1, 2006 and continuing through June 30, 2007, unless the

desire of either party to terminate this Agreement is given in writing to the other party on or before May 31 of any COUNTY fiscal year (July 1 through June 30) in which this Agreement is in effect.

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

C. Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 17 (NOTICES).

3. TERMINATION OF AGREEMENT:

A. In any event, either party may at any time terminate this Agreement for any reason by giving at least 90 days written notice to the other party.

B. In the event of any interruption of either party's operations by war, fire, insurrection, labor troubles, riots, the natural elements, acts of God, or, without limiting the foregoing, any other cause beyond either party's control which substantially interferes with such party's ability to fulfill any obligation under this Agreement, such party shall immediately inform the other party, and this Agreement may be terminated immediately by either party by giving written notice to the other party.

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

4. COMPENSATION: In consideration of the performance by CONTRACTOR in a manner satisfactory to COUNTY of the services described in Exhibit A, COUNTY shall pay Contractor as follows:

A. For the term beginning on July 1, 2004 through June 30, 2005, total compensation for all services furnished hereunder shall not exceed the sum of $200,000.

B. For the term beginning on July 1, 2005 through June 30, 2006, total compensation for all services furnished hereunder shall not exceed the sum of $200,000.

C. For the term beginning on July 1, 2006 through June 30, 2007, total compensation for all services furnished hereunder shall not exceed the sum of $200,000.

5. ADMINISTRATION: The Director of DMH or his authorized designee (hereafter collectively "Director") shall have the authority to administer and monitor this Agreement on behalf of COUNTY. CONTRACTOR shall designate in writing a person who shall have the authority to administer this Agreement on behalf of CONTRACTOR. Director and CONTRACTOR may, in writing, agree from time to time among themselves regarding the policies and procedures necessary to implement and otherwise carry out the purposes of this Agreement and shall provide copies of such writings to each other in accordance with Paragraph 18 (NOTICES). Such policies and procedures shall include, but are not limited to:

A. Procedures to implement Paragraph 6 (NOTIFICATION OF TRAINING PROGRAMS).

B. Policies regarding the certification of successful completion of a student's training.

C. Policies regarding student training hours.

D. Policies regarding the availability of each party's services (e.g., telephone, clerical support, etc.) to students.

E. Policies regarding the use of each party's property (e.g., facilities, supplies, equipment, etc.) by students and the responsibility of students to return and/or account for such property.

6. NOTIFICATION OF TRAINING PROGRAMS: Each party shall periodically notify the other party of its available training positions and any prerequisites applicable to students who may be sent for training thereunder.

7. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses,

permits, registrations, accreditations, and certificates, as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to COUNTY's FACILITY(IES) and services under this Agreement. CONTRACTOR shall further ensure that all of its officers, employees, and students, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder.

8. INDEMNIFICATION AND INSURANCE:

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

B. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. Coverage shall be provided by underwriters with an A.M. Best rating of not less than A:VII unless County's prior approval is obtained. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Mental Health, Contracts Development and Administration Division, 550 S. Vermont Avenue, 5th Floor, Los Angeles, CA 90020, ATTN: Chief of Contracts, prior to commencing services under this Agreement. Contractor also shall notify County within 24 hours of occurrence of, or Contractor's knowledge of, (1) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of monies entrusted to Contractor under the terms of this Agreement, and (2) any other accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

C. Insurance Coverage Requirements:

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

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

Employee Dishonesty:	$ 100,000
Forgery or Alteration:	$ 100,000
Theft, Disappearance and Destruction:	$ 100,000

9. RECORDS: All records of each party in any way concerning the performance of this Agreement shall be available during normal business hours for inspections and audit by the other party and shall be maintained at a location in Southern California. Such records shall include, but are not limited to:

A. Daily account of the number of person-hours spent by each of CONTRACTOR's students at FACILITY (e.g., record keeping).

B. Student's signature and student's supervisor's signature on record keeping documentation evidencing student's time spent at COUNTY.

C. Semester/quarter reports of:

(1) The name of each student involved during the particular calendar month.

(2) The year of training of each such student.

(3) The total number of person-hours each such student spent at FACILITY.

10. CONFLICT OF INTEREST:

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

indirect financial interest in this Agreement. No officer or employee of CONTRACTOR who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.

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

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

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

13. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the COUNTY's policy to encourage all COUNTY Contractor's to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its sub-agencies, if any, to post this poster in a prominent position in the

sub-agencies place of business. The COUNTY's Department of Children and Family Services will supply the Contractor with the poster to be used.

14. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

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

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

Board.

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

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

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

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

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

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material

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

16. REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

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

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

COUNTY's Project Manager shall be:

Ambrose Rodriguez, M.P.A., Assistant Director

Training and Cultural Competency Bureau

B. CONTRACTOR'S PROJECT MANAGER: CONTRACTOR's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of CONTRACTOR's resources, submission of invoices, and resolution of any question/dispute. CONTRACTOR's Project Manager shall be:

James A. Ferreira, Director

Child Welfare Training Centre, Department of Social Work

California State University, Long Beach Foundation

6300 East State University Drive, Suite 180

Long Beach, CA 90815

/

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

To CONTRACTOR: California State University, Long Beach Foundation
Child Welfare Training Centre, Department of Social Work
6300 East State University Drive, Suite 180
Long Beach, CA 90815

Attention: James A. Ferreira, Director

To COUNTY: County of Los Angeles
Department of Mental Health
Contracts Development and
Administration Division
550 South Vermont Avenue, 5th Floor
Los Angeles, CA 90020

Attention: Richard Kushi, Chief

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name _____

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING

EXHIBIT A

STATEMENT OF WORK

I. Objective:

To establish a fiscal intermediary for academic training between the California State University, Long Beach Foundation, hereinafter called the "CSULB Foundation," and the County of Los Angeles Department of Mental Health, hereinafter called "DMH." The CSULB Foundation will be responsible for dispersing funds provided under this Agreement to the student interns to be identified by DMH Student Professional Development Program Coordinator. As consideration for its services as a fiscal intermediary, the CSULB Foundation will receive a 10% administrative overhead cost annually. CSULB Foundation agrees to use all funds provided hereunder, less allowable overhead cost reimbursement, for stipends that will be specifically provided to interns in DMH's Student Professional Development Program. During the Academic Year, interns shall be paid in semi-annual installments of ½ of approved stipend amount to maximize the time spent in placement and minimize funds that may be forfeited. During the Summer Block Program, interns shall be paid a one lump sum.

II. DMH's Responsibilities:

DMH will be responsible for dispersing funds to CSULB Foundation for purposes specified in this Statement of Work. DMH will provide CSULB Foundation with the information needed to disperse funds to students according to disbursement schedule indicated in Section IV of this Statement of Work.

III. Contractor's Responsibilities:

CSULB Foundation will be responsible for dispersing funds to the student interns identified by the DMH Student Professional Development Program Coordinator. CSULB Foundation shall adhere to the following stipend disbursement schedule for all interns.

IV. Intern Stipend Disbursement Schedule:

Academic Year: Fall – December 15th
Spring – May 15th

Summer Block: June 30th

Interns who are placed in internships during Academic Year will be paid ½ of approved stipend amount in two installments. Notwithstanding the above, the Summer Block interns (June through August) will be paid their approved stipend amount in a lump sum on June 30 of each year.

If a student fails to fulfill his/her placement agreement between his/her respective University and DMH after CSULB Foundation has paid the student intern a portion of the stipend, DMH shall forfeit those funds, and the student shall be permitted to keep those funds.

It is expected that CSULB Foundation will receive the following funds from DMH:

For Academic Years 2004-2005, 2005-2006, and 2006-2007, $200,000 will be allocated per each Academic Year. The purpose of this allocation to the Student Professional Development Program is the training of a maximum of 22 student interns per fiscal year.

22 student interns will be funded at $8,000	= $176,000
Administrative Overhead @ 10%	= $ 17,600
Unanticipated costs	= $ 6,400
TOTAL	= **$200,000**

No shame.
No blame.
No names.

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



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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena.
Sin culpa.
Sin peligro.

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



En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

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

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

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Fiscal Intermediary Agreement's Paragraph 15 (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 healthcare 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 subcontractors 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 subcontractors 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 subcontractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

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

- Any event that would require Contractor or any of its officers, employees, agents and/or subcontractors exclusion or suspension under federally funded healthcare programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or subcontractors, barring it or its officers, employees, agents and/or subcontractors 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 _____

CONTRACTOR:

_____

CONTRACT NUMBER

Business Address:

_____

_____

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

AGREEMENT FOR ON-SITE MENTAL HEALTH SERVICES

TABLE OF CONTENTS

PARAGRAPH		PAGE
1.	PREAMBLE	1
2.	TERM	5
3.	LOCATION	6
4.	DESCRIPTION OF SERVICES	6
5.	CONTRACTOR'S RESPONSIBILITIES	7
6.	EQUIPMENT	8
7.	CONFIDENTIALITY OF RECORDS	8
8.	TERMINATION FOR CONVENIENCE	8
9.	TERMINATION FOR DEFAULT	8
10.	INDEMNIFICATION	9
11.	CONFLICT OF INTEREST	9
12.	COUNTY LOBBYISTS	10
13.	AUDIT	10
14.	INDEPENDENT CONTRACTOR STATUS	10
15.	WARRANTY	10
16.	CHILD SUPPPORT COMPLIANCE PROGRAM	11
17.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	11
18.	USE OF RECYCLED-CONTENT PAPER PRODUCTS	12
19.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	12
20.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	13

TABLE OF CONTENTS

PARAGRAPH		PAGE
21.	CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABIITY ACT OF 1996	15
22.	COMPLIANCE WITH JURY SERVICE PROGRAM	21
23.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED LAW	23
24.	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	23
25.	NOTICES	24

SERVICE EXHIBIT(S)

A. SAFELY SURRENDERED BABY LAW
B. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

ON-SITE MENTAL HEALTH SERVICES AGREEMENT

This AGREEMENT FOR **ON-SITE MENTAL HEALTH SERVICES** (hereafter "Agreement") is made and entered into this _____ day of _____, _____ by and between the Los Angeles County's Department of Mental Health (DMH), with offices at 550 South Vermont Avenue, Los Angeles, California 90020 (hereafter the "COUNTY") and the _____, with offices at _____ (hereafter "CONTRACTOR").

RECITALS

WHEREAS, the purpose of this Agreement entered into by the CONTRACTOR and COUNTY is to provide selected mental health services on the following college campus site of the CONTRACTOR:_____.

NOW, THEREFORE, CONTRACTOR and DMH agree as follows:

1. **PREAMBLE**

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

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

- Responsiveness
- Integrity
- Professionalism
- Commitment

- ➢ Accountability
- ➢ A Can-Do Attitude
- ➢ Compassion
- ➢ Respect for Diversity

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

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

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

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

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on

their strengths, and achieve their goals.

- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of

results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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.

PERSONAL SERVICE DELIVERY

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

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

SERVICE ACCESS

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

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

SERVICE ENVIRONMENT

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

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

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

2. **TERM:**

A. Initial Period: The Initial Period of this Agreement shall commence on **Board Approval** and shall continue in full force and effect through **June 30, 2005**.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period or First Automatic Renewal Period, whichever

is then in effect, and gives written notice to the other party not less than thirty days prior to the end of the Initial Period or First Automatic Renewal Period, whichever is then in effect.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on **July 1, 2005** and shall continue in full force and effect through **June 30, 2006**.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on **July 1, 2006** and shall continue in full force and effect through **June 30, 2007**.

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

3. **LOCATION**: The delivery of services by DMH will be on the premises of _____

_____.

Services shall be delivered on days and at times mutually agreed to by the parties.

4. **DESCRIPTION OF SERVICES**:

A. DMH shall be responsible for providing the following services:

(1) Provide mental health services to students who are already clients of DMH;

(2) Provide mental health consultation to new students who may require mental health services in order to make referrals to DMH, contracted, or other community treatment providers whose services are appropriate to the individual's needs;

(3) Provide referrals for additional or adjunctive care when indicated;

(4) Provide training and technical assistance to _____ on mental health issues at DMH discretion;

(5) Work with DMH providers to inform them that educational opportunities are available to consumers of mental health services. This will include consultation with providers on the necessary preparation of consumers to enable them to attend _____ campus.

B. DMH certifies that staff and/or trainees providing the mental health services are adequately trained and prepared consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California and that personnel providing the clinical and/or counseling services are licensed or otherwise legally qualified. DMH certifies that it shall provide adequate supervision of the staff and/or trainees. DMH certifies that staff/trainees will follow legal guidelines for all mandated reporting of any abuse/neglect.

C. DMH certifies that it shall comply with all applicable federal, state and local laws, regulations and ordinances and District directives relating to the mental health clinical and/or counseling services to be provided by DMH under this Agreement.

D. DMH will designate a staff member to serve as liaison between the parties. The liaison will be a mental health professional. Liaison contact will occur at a minimum of twice monthly to discuss the mental health needs of _____ students.

5. **CONTRACTOR'S RESPONSIBILITIES**:

A. Contractor shall be responsible for the following:

1. The CONTRACTOR agrees to provide a private office for the provision of mental health services and locked file cabinets for storage of confidential records.

2. Ensure that students referred to DMH are enrolled in _____ academic courses and programs.

3. Provide students with short-term, personal, academic and career counseling.

4. Provide students with crisis intervention and referral. If students require emergency mental health services, CONTRACTOR will call the campus police and/or 911 for emergency services. Further, CONTRACTOR will assure DMH's Psychiatric Mobile Crisis Response Team responds to provide emergency evaluation and intervention as appropriate to _____ students during regular business hours. After hours the CONTRACTOR will utilize either DMH's ACCESS number (800-854-7771), or other existing contracted services.

5. Include students in special support services within the _____ as legally appropriate (Disabled Student Programs and Services, E.O.P.S., Financial Aid, Student Health Services and other related services).

6. CONTRACTOR will designate a staff member to serve as a liaison between the parties. The designee shall be knowledgeable about supported education and DMH policies and procedures. Liaison contact will occur at a minimum of twice monthly to discuss the mental health needs of _____ students.

6. **EQUIPMENT**: DMH will be responsible for the cost and care of equipment for the provision of psychotherapy and/or psychological assessments (i.e. books, paper, pens, etc.). DMH will not bring with it any chairs, desks, tables or any other office equipment to furnish the site as CONTRACTOR will be responsible for furnishing the office site and all other required furniture and office equipment as mutually agreed to by the parties.

7. **CONFIDENTIALITY OF RECORDS**: DMH and CONTRACTOR recognize that records maintained by them respectively relative to students are confidential pursuant to related provisions of Federal and State law.

8. **TERMINATION FOR CONVENIENCE**: Either of the parties to this Agreement may terminate the Agreement by written notice to the other party and shall become effective (30) days from the date of the written notice, unless a longer period is stated in the termination letter. Except with respect to Section 9 below, any party providing such termination shall not be liable or responsible for any liability, monetary or otherwise, resulting from any termination, in whole or in part, of that party's involvement in this Agreement. Termination shall be final and shall release the party from any further responsibility to provide service under the terms and conditions of this Agreement.

9. **TERMINATION FOR DEFAULT**:

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

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

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

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

C. The rights and remedies of County provided in this Paragraph 9 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10. **INDEMNIFICATION:** In accordance with Government Code Section 895.4, each party hereby assumes the liability imposed on it, its officials, and employees for injury (as defined in Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2. To that end, each party shall defend, indemnify and hold harmless the other party for any claim, demand, cause of action, loss, liability, damage, cost or expense that may be imposed on such party solely by virtue of Section 895.2.

11. **CONFLICT OF INTEREST:**

A. CONTRACTOR/COUNTY shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and directives pertaining to conflict of interest. CONTRACTOR/COUNTY shall promptly notice COUNTY/CONTRACTOR, orally and in writing, of any actual, alleged or potential conflict of interest.

B. In the event CONTRACTOR/COUNTY fails to so notice COUNTY/CONTRACTOR, or COUNTY/CONTRACTOR determines that any such laws, rules, regulations, ordinances and directives have been violated by CONTRACTOR/COUNTY, its employees, its affiliates, subsidiaries, or holding companies, such failure and/or violation shall constitute a material breach of this Agreement upon which COUNTY/CONTRACTOR may terminate or suspend this Agreement.

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

13. **AUDIT**: The CONTRACTOR shall allow visits by DMH or any other authorized County, State or Federal agency or any duly authorized representative thereof to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, or other DMH client record relating to this Agreement that is maintained on site by DMH.

14. **INDEPENDENT CONTRACTOR STATUS**: This Agreement is between DMH and the CONTRACTOR and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association as between DMH, and any other COUNTY department, and the CONTRACTOR. This Agreement constitutes the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

15. **WARRANTY**: The CONTRACTOR and COUNTY represent and warrant that their signatories to this Agreement are fully authorized to obligate the CONTRACTOR and COUNTY and that all acts necessary to the execution of this Agreement have been performed.

16. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 9 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

17. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice

shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

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

19. **CONTRACTOR RESPONSIBILITY AND DEBARMENT:** The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

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

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

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors of County Contractors.

20. **CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM**: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or

more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the OIG has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal healthcare program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a state license to practice a healthcare profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Service Exhibit B as part of its obligation under this Paragraph 20.

Failure by Contractor to meet the requirements of this Paragraph 20 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

21. **CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:** Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by

Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in the body of this Agreement.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.7 Terms used, but not otherwise defined, in this Paragraph 21 shall have the same meaning as those terms in the Privacy Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph **21**. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Department of Mental Health's Chief Deputy Director, telephone number (213) 738-4108 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph **21**.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and

Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COUNTY

3.1 Obligation of County. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Paragraph 21 shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph **21** shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute

a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph 21.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 21 is contrary to another provision of this Agreement, the provision of this Paragraph 21 shall control. Otherwise, this Paragraph 21 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 21 to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph 21 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph 21 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations."

22. **COMPLIANCE WITH JURY SERVICE PROGRAM:**

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that's its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, " Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole

discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for period of time consistent with the seriousness of the breach.

23. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit A of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

24. **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:** The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

/

/

/

/

/

/

/

/

/

/

25. **NOTICES:** Any notice pursuant to this Agreement shall be deemed given when deposited in certified mail, all charges prepaid, and addressed to CONTRACTOR personnel/ COUNTY listed as follows:

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

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development
and Administration Division

AW:BlankCerritosAgrmnt 04-05

ATTACHMENT A

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

ATTACHMENT A

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir pará obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Fiscal Intermediary Agreement's Paragraph 15 (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 healthcare 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 subcontractors 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 subcontractors 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 subcontractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or subcontractors exclusion or suspension under federally funded healthcare programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or subcontractors, barring it or its officers, employees, agents and/or subcontractors 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 _____

ATTACHMENT D-1c

CONTRACTOR:

_____

_____

Business Address:

_____

_____

Supervisorial District _____

_____
Contract Number

_____
Reference Number

ADVOCACY SERVICES AGREEMENT

TABLE OF CONTENTS

PARAGRAPH		PAGE
	PREAMBLE	2
1.	TERM	5
2.	ADMINISTRATION	6
3.	DESCRIPTION OF SERVICES	6
4.	REIMBURSEMENT	6
5.	PAYMENT	7
6.	RECORDS AND AUDITS	8
7.	COUNTY AUDIT SETTLEMENTS	9
8.	FEDERAL ACCESS TO RECORDS	9
9.	REPORTS	9
10.	NOTICE OF DELAYS	10
11.	CONFIDENTIALITY	10
12.	NONDISCRIMINATION IN EMPLOYMENT	11
13.	FAIR LABOR STANDARDS	12
14.	INDEMNIFICATION AND INSURANCE	12
15.	WARRANTY AGAINST CONTINGENT FEES	14
16.	CONFLICT OF INTEREST	14
17.	UNLAWFUL SOLICITATION	15
18.	INDEPENDENT STATUS OF CONTRACTOR	15
19.	DELEGATION AND ASSIGNMENT	16
20.	SUBCONTRACTING	16
21.	GOVERNING LAW, JURISDICTION AND VENUE	16
22.	COMPLIANCE WITH APPLICABLE LAW	16
23.	THIRD PARTY BENEFICIARIES	17
24.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION,AND CERTIFICATES	17
25.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE	18

Mental Health Service Area(s) _____ Countywide _____

K: S___ U___

PO: A___ C___ F___ H___ M

PARAGRAPH PAGE

26. TERMINATION FOR INSOLVENCY 18
27. TERMINATION FOR DEFAULT 19
28. TERMINATION FOR IMPROPER CONSIDERATION 20
29. TERMINATION FOR CONVENIENCE 20
30. SEVERABILITY 21
31. CAPTIONS AND PARAGRAPH HEADINGS 21
32. ALTERATION OF TERMS 21
33. ENTIRE AGREEMENT 21
34. WAIVER 22
35. EMPLOYMENT ELIGIBILITY VERIFICATION 22
36. PUBLIC ANNOUNCEMENTS AND LITERATURE 22
37. AUTHORIZATION WARRANTY 22
38. RESTRICTIONS ON LOBBYING 22
39. CERTIFICATION OF DRUG-FREE WORK PLACE 23
40. COUNTY LOBBYISTS 23
41. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES 23
42. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST 23
43. CONSIDERATION FOR HIRING GAIN PARTICIPANTS. 24
44. COUNTY'S QUALITY ASSURANCE PLAN 24
45. CHILD SUPPORT COMPLIANCE PROGRAM 24
46. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 25
47. USE OF RECYCLED-CONTENT PAPER PRODUCTS 25
48. CONTRACTOR RESPONSIBILITY AND DEBARMENT 25
49. CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM 27
50. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCAITE" UNDER THE HELATH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 28
51. COMPLIANCE WITH JURY SERVICE PROGRAM 35
52. NOTICE TO EMPLOYEE REGARDING THE SAFELY SURRENDERED BABY LAW 37
53. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 37
54. NOTICES 38

FISCAL YEAR(S)

1) FY 2004-2005 2) FY 2005-2006 3) FY 2006-2007

EXHIBITS

A DESCRIPTION OF SERVICES
B BUDGET
C CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
D OATH OF CONFIDENTIALITY
E CONSENT FOR RELEASE OF INFORMATION OR RECORDS UNDER LANTERMAN-PETRIS-SHORT ACT
F ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
G. SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)
H. CROSSWALK FACT SHEET

CONTRACT NO. _____

ADVOCACY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, by and between the County of Los Angeles (hereafter "County"), and _____

_____ (hereafter "Contractor")

Business Address:

_____

_____

WHEREAS, County has determined that it is necessary to obtain professional services to provide advocacy services to adults and children with mental disabilities described in this Agreement; and

WHEREAS, Contractor, by virtue of its competence and expertise in the area of advocacy services, qualifies to provide these professional services; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

A. "Day(s)" means calendar day(s) unless otherwise specified;

B. "Director" means County's Director of Mental Health or an authorized designee;

C. "DMH" means County's Department of Mental Health;

D. "State" means the State of California;

WHEREAS, this Agreement is authorized by California Government Code Sections 23004, 26227, and 53703, and otherwise.

/

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;

- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service

plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1. TERM: The term of this Agreement shall commence on July 1, 2004 and shall continue through June 30, 2007.

This Agreement may be suspended or terminated at any time by Contractor by giving at least ninety days' prior written notice to County or by County giving at least thirty days' prior written notice to Contractor.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with any of the terms of this Agreement shall constitute a material breach hereof, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 54 (NOTICES).

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a person who shall have authority to administer this Agreement on behalf of Contractor.

3. DESCRIPTION OF SERVICES: Contractor shall provide advocacy services to County as described in the body of this Agreement and in the Exhibits.

4. REIMBURSEMENT:

A. Maximum Contract Amount: During the term of this Agreement from the commencement date through June 30, 2007, the Maximum Contract Amount for all services and allowable costs hereunder shall not exceed _____ _____per year. Reimbursement shall be subject to all the requirements, limitations and restrictions as set forth in this Agreement. Contractor's use of such funds shall be limited to payment of personnel, administrative costs, and other items as set forth in Exhibit B (BUDGET). In no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder.

B. Government Funding Restrictions: This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may in any way affect the provisions or funding of this Agreement. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 54 (NOTICES).

C. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

5. PAYMENT:

For the term of this Agreement from the commencement date through June 30, 2004, County shall reimburse Contractor monthly, in arrears, following submission of a bill by Contractor to County on such forms as may be furnished or required by County. Each monthly bill shall detail Contractor's actual and allowable costs in accordance with Budget A of Exhibit A (DESCRIPTION OF SERVICES). Each monthly bill shall provide a detailed description of each specific service billed, the number of hours worked, the identity and professional classification of the person(s) rendering this service, and any other information requested by DMH.

Each monthly bill shall be approved, signed and submitted by Contractor within fifteen days after the end of each calendar month.

The monthly bill for services provided to Adults shall be submitted directly to:

Department of Mental Health
Adult System of Care,
550 South Vermont Avenue, 12th Floor,
Los Angeles, CA 90020

The monthly bill for services provided to Children shall be submitted directly to:

Department of Mental Health
Children's System of Care,
550 South Vermont Avenue, 12th Floor,
Los Angeles, CA 90020

/

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

6. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its operations as they relate to the services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete records of all services provided by all professional and other personnel and other records of all services provided hereunder in sufficient detail to permit an evaluation and audit of the services provided under this Agreement. All such records shall be maintained by Contractor at a location in Los Angeles County during the term of this Agreement and for five years thereafter. During such retention period, all such records shall be made available during County's normal business hours to representatives of County, State and/or Federal governments for purposes of inspection, program review, and/or audit. In the event any records are located outside Los Angeles County, then Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

B. In the event that any audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within thirty days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement.

C. Failure on the part of Contractor to comply with any of the terms of this Paragraph 6 shall constitute a material breach of this Agreement upon which County may terminate or suspend

this Agreement.

7. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then, the difference shall be: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at the sole discretion of Director, deducted from any amounts due by County to Contractor, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's Maximum Contract Amount, as set forth in Paragraph 4 (REIMBURSEMENT), be exceeded.

8. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

9. REPORTS:

A. Contractor shall make reports as required by Director or State regarding Contractor's activities and operation as they relate to Contractor's performance of this Agreement. In no event

may County require such reports unless it has provided Contractor with at least thirty days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

B. Income Tax Withholding:

(1) If Contractor has not had a DMH contract in effect for at least the last three consecutive years, Contractor shall submit to DMH's Contracts Development and Administration Division the following reports showing timely payment of employees' Federal and State income tax withholding. Further, Contractor shall provide these reports to DMH whenever requested by Director. These reports shall include, but are not limited to:

(a) Within ten days of filing with the Federal or State government, a copy of Contractor's Federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).

(b) Within ten days of each payment, a copy of a receipt for, or other proof of payment of, each employee's Federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

(2) Required submission of above quarterly and monthly reports by Contractor may be waived or discontinued by Director in writing based on Contractor's demonstration of prompt and appropriate payment of all its obligations. This Subparagraph B shall not apply to governmental agencies.

10. NOTICE OF DELAYS: Whenever County or Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall, within three business days, give notice thereof, including all relevant information with respect thereto, to the other party.

11. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, patient/client records and information, and MIS records, in accordance with WIC Sections 5328 through 5330, inclusive, and

all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing any services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

12. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, religion, national origin, ancestry, sex, age, marital status, physical handicap, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, religion, national origin, ancestry, sex, age, marital status, physical handicap, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, marital status, physical handicap, or political affiliation.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 12 when so requested by Director.

E. If County finds that any of the above provisions has been violated, the same shall

constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 12, 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.

13. 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.

14. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor agrees to indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (County) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.

B. Insurance: Without limiting Contractor's indemnification of County and during the term

of this Agreement, Contractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to County and primary to and not contributing with any other insurance maintained by County. Certificates or other evidence of coverage and certified copy(ies) of additional insured endorsements shall be delivered to Department of Mental Health, Attention: Chief, Contracts Development and Administration Division prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain express conditions that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Contractor to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

(1) Liability: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include, but not be limited to:

(a) General Liability: General liability insurance written on a commercial general liability policy Form CG 00 01 or its equivalent covering the hazards of premises/operations, contractual, independent contractors, advertising, products completed operations, broad form property damage, and personal injury with a combined single limit of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate with no exclusions.

(b) Business Automobile Liability: Form CA 00 01 or its equivalent, endorsed for all owned, non-owned and hired vehicles (involved in the provision of services under this Agreement) and non-owned automobile hazards with a combined single limit of ONE MILLION DOLLARS ($1,000,000) per occurrence.

(2) Professional Liability: (ERRORS & OMISSIONS) Insurance covering professional services which includes any service requiring State licensing as a professional or requiring in-depth, specialized knowledge not available to a member of the general public such as physicians, psychologists, drug counselors, attorneys, accountants, computer programmers, architects, engineers

and surveyors with a limit of ONE MILLION DOLLARS ($1,000,000) per occurrence, TWO MILLION DOLLARS ($2,000,000) aggregate with no exclusions. The policy should be on a claims made form and shall be required to provide an extended two-year reporting period commencing upon termination of said Agreement. (Limits required for obstetricians, gynecologists, and surgeons should be a least TWO MILLION DOLLARS ($2,000,000) per occurrence, THREE MILLION DOLLARS ($3,000,000) aggregate.)

(3) Workers' Compensation: With statutory limits and employers' liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) per accident, ONE MILLION DOLLARS ($1,000,000) per employee for disease and ONE MILLION DOLLARS ($1,000,000) aggregate policy limit for all diseases.

15. 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.

16. CONFLICT OF INTEREST:

A. No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances and regulations

now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

18. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of

Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

D. Contractor shall obtain and maintain on file an executed CONTRACTOR EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER (Exhibit C) for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

19. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its rights under this Agreement, or both, either in whole or in part, without the prior written consent of County, and any prohibited delegation or assignment shall be null and void. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to set off, recoupment, or other reduction for any claim which Contractor may have against County.

20. SUBCONTRACTING: No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor, and any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement shall be null and void and shall constitute a material breach of this Agreement.

21. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

22. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules,

regulations, manuals, guidelines, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, or directives.

23. THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

24. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Short-Doyle/Medi-Cal services are provided hereunder, as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Short-Doyle/Medi-Cal services are provided hereunder) as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

B. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall

keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

25. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE: Contractor shall prepare and submit to DMH's Contracts Development and Administration Division, an affidavit sworn to and executed by an authorized officer of Contractor, containing the following:

A. A statement indicating the form of Contractor's business organization (i.e., proprietorship, partnership, corporation, joint venture, or a combination thereof) and whether Contractor is for profit or non-profit.

B. A detailed statement indicating whether Contractor is totally or substantially owned by any other business organization(s), and if so, the name and address of each such business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization(s) that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement, and if so, the name and address of each such business organization and the specific nature of its business with Contractor.

D. If, during the term of this Agreement, the form of Contractor's business organization changes, or the majority ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify DMH's Contracts Development and Administration Division in writing detailing such changes thirty days prior to any such changes.

26. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business or cannot pay its

debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 26 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

27. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 27 shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

29. TERMINATION FOR CONVENIENCE:

The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Consultant of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Consultant shall stop services under this Agreement on this date specified in such Notice of Termination.

30. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision

to other persons or circumstances shall not be affected thereby.

31. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

32. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Exhibit(s) or Budget(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

33. ENTIRE AGREEMENT: The body of this Agreement and Exhibits A through H, attached hereto and incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

A. Exhibit A - DESCRIPTION OF SERVICES.
B. Exhibit B - BUDGET.
C. Exhibit C - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER.
D. Exhibit D - OATH OF CONFIDENTIALITY.
E. Exhibit E - CONSENT FOR RELEASE OF INFORMATION OR RECORDS UNDER LANTERMAN-PETRIS-SHORT ACT.
F. Exhibit F - ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
G. Exhibit G - SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)
H. Exhibit H - CROSSWALK FACT SHEET

34. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time,

or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

35. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

36. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its advocacy services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles.

37. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

38. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

39. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing.

40. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement

41. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractors' facility(ies) shall include a review of compliance with this Paragraph 41.

42. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

43. CONSIDERATION FOR HIRING GAIN PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the contractor.

44. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

45. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or

CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 27 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

46. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Consultant shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

47. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the Project.

48. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on

this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be

presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors of County Contractors.

49. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9)

paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit F as part of its obligation under this Paragraph 49.

Failure by Contractor to meet the requirements of this Paragraph 49 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

50. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information

outside Business Associate's internal operations or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in the body of this Agreement.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.7 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the Privacy Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Department of Mental Health's Chief Deputy Director, telephone number (213) 738-4108 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:

/

/

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten

(10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COUNTY

3.1 Obligation of County. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other

than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations.

5.7 Additional Requirements. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's IS.

(a) County desires to clarify IS terminology under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Attachment VIII (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

(b) County desires to clarify other HIPAA-related changes set forth in the DMH Provider Manual and which are incorporated herein by reference as though fully set forth.

(i) County has added to the DMH Provider Manual a Guide to Procedure Codes,

which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(ii) County has added to the DMH Provider Manual an Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these transactions.

(iii) County has added to the DMH Provider Manual a Trading Partner Agent Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of Contractor.

5.8 Website. Contractor understands that County operates an informational website www.dmh.co.la.ca.us related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

5.9 Data Transmission. Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

5.10 Trading Partner Agreement. Contractor further understands and agrees that the terms and conditions of the current Trading Partner Agreement (TPA) set forth in the DMH Provider Manual shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

51. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if

Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

52. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

53. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

/

54. NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

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

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Marvin J. Southard, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

MI:\C:My documents\Contracts\Mental Health Advocacy \ Agreement

EXHIBIT A

ADVOCACY SERVICES AGREEMENT

(DESCRIPTION OF SERVICES)

I. ADULTS:

i) BACKGROUND

Supplemental Social Security Income (SSI) advocacy is the key to helping people with mental disabilities stabilize. For people who cannot work due to a disability, SSI and General Relief (GR) are the only sources of income available. Because GR payments are only $____per month and are not sufficient to pay for housing, SSI is needed to move these people off the streets and through the continuum of care into permanent housing. Without SSI income, a person may cycle through the network of emergency shelters and transitional housing repeatedly but never obtain permanent housing. Medi-Cal coverage, which is automatically provided to SSI recipients, is also crucial for this population, especially people with mental disabilities. Through Medi-Cal, disabled individuals are able to access essential health and mental health services. Without these services, many people with mental disabilities are at high risk for failed placements in transitional housing and are likely to require numerous hospitalizations and other costly acute treatment. Unfortunately, applying for SSI is a long, difficult process, especially for people with mental disabilities, and there are many possible complications which can lead to denial of benefits. Experienced, knowledgeable advocates are needed to assist the mentally disabled in obtaining SSI and to help them prevent disruption in their payments after they have been approved.

Mental Health Advocacy Services, Inc. (MHAS) will assist severely and persistently mentally ill adults referred by the Department of Mental Health (DMH) to apply for and maintain the SSI/Medi-Cal benefits to which they are eligible. Individuals within this group would be least likely to successfully apply for SSI without the intensive assistance of this project.

This program is a continuation of MHAS' Homeless SSI Outreach Project, which had been funded through the Los Angeles Homeless Services Authority with a HUD Homeless Initiative grant since 1995. Since the DMH began referring clients to MHAS in December, 1995, MHAS has assisted ____ DMH clients to-date. Approximately 95 percent of the Medi-Cal/SSI applications that have been adjudicated have been approved. This approval rate is

significantly higher than the Medi-Cal approval rate of the DMH clients prior to the start of the MHAS' program.

ii) OBJECTIVES

The objectives of the Program are to:

A. Obtain referrals and information from DMH to assist clients with mental disabilities in applying for Medi-Cal/SSI.

B. Provide Medi-Cal/SSI Advocacy Services to ___ DMH adult and transitional age youth, approaching age 18.

iii) TARGET POPULATION

The targeted group will be severely and persistently mentally ill adults.

iv) PROGRAM DESCRIPTION

MHAS will assist DMH clients to obtain and maintain Medi-Cal/SSI benefits. MHAS will utilize the unique methodology it has developed in the past two years which has proven to be highly effective in obtaining Medi-Cal/SSI benefits for people with mental disabilities. The program will assist up to ___ DMH clients per year. Based on the success of MHAS' current project, it is projected that 90% of the clients assisted will obtain Medi-Cal/SSI benefits.

To obtain Medi-Cal/SSI benefits for clients, MHAS advocates will file federal application for Medi-Cal and SSI benefits. By utilizing the federal application for categorically linked benefits, clients will gain long-term access to Medi-Cal benefits and maintain their Medi-Cal for as long as they continue to receive SSI benefits. The federal Medi-Cal/SSI application will be used because, unlike the State Medi-Cal application, it eliminates the need to re-apply for Medi-Cal each year and allows clients to gradually re-enter the workplace without immediately losing their Medi-Cal coverage.

v) SCOPE OF WORK

A. Responsibilities of County

DMH has agreed to utilize the resources of Mental Health Advocacy Services (MHAS) for filing Medi-Cal/SSI applications, reconsiderations or both. DMH will also utilize MHAS as a resource for SSI hearings

for those cases in which MHAS files the initial application.

1. Department of Mental Health Centers (hereafter referred to as "Centers") will refer persons who have not been able to work for the last 12 months and are not expected to be able to work for at least the next 12 months; have unearned income below $___.00/month; are citizens or qualifying legal residents and have been with DMH for at least six (6) months. For clients that have been with DMH for less than 6 months, exceptions might be made, at MHAS' discretion and in discussion with the clinician, if there is prior medical evidence.

2. With the consent of the client, a referral should be made by the case manager or person who has the most contact with the client by telephone to MHAS.

3. Centers will be responsible for completing the Mental Evaluation by the date requested. The evaluation must be signed by a psychiatrist or licensed psychologist and sent to MHAS.

4. Centers will prepare an invoice in the amount of $___ for the evaluation and bill up to $___ only for copies according to the County established rate per page for copies of medical records to the State Department of Social Services, Disability Evaluation Division, which should be attached to each evaluation or medical records package.

B. Responsibilities of Contractor

For each client referred to MHAS, specific activities will include the following:

1. arranging an appointment for MHAS to visit the referring center to interview the client;

2. screening the potential Medi-Cal beneficiary for eligibility;

3. completing the Medi-Cal/SSI application packet;

4. collecting all mental health records and other medical records to support the application;

5. arranging additional mental health status

examinations and other medical testing as necessary to prove medical eligibility;

6. collecting the necessary documentation to prove financial eligibility;

7. filing the application or reconsideration packet with the Social Security Administration (SSA);

8. contacting the appropriate State Disability Evaluation Division (DED) analyst to monitor the processing of the application;

9. assisting the client in keeping required appointments with the local SSA office and replying to any additional SSA or DED inquiries;

10. representing the client in SSI hearings for those cases in which MHAS files the initial application;

11. completing monthly statistics by center for submission to the Department.

12. providing the centers with a copy of the SSI approval letter to facilitate Medi-Cal billing.

II. CHILDREN:

MHAS will provide training and technical assistance to families in need of special education services for their emotionally disturbed children in Los Angeles County. Specific project activities will include:

1. Provision of training sessions in the community to educate families in how to obtain special education and related services for emotionally disturbed children.

2. Distribution of training materials describing the services available and the methods for obtaining them.

3. Provision of screening interviews/assessments of families participating in training sessions to determine eligibility for special education services and assess need for advocacy, technical assistance, and additional training.

4. Provision of technical assistance to families in the areas of requests for services, assessment methods,

written documentation and communications with school districts and other public agencies; and preparation for participation in Individualized Education Plan (IEP) meetings.

5. Provision of individual representation for families who are unable to obtain appropriate special education services after receiving training and technical assistance.

6. Participation in IEP meetings, mediation conferences, and administrative hearings with school district and other public agency representatives to resolve disputes between families and the public agencies.

EXHIBIT B

MENTAL HEALTH ADVOCACY SERVICES

BUDGET

For FY 2004-2005 (July 1, 2004 to June 30, 2005), FY 2005-2006 (July 1, 2005 to June 30, 2006) and FY 2006-2007 (July 1, 2006 to June 30, 2007):

I.	PERSONNEL PLUS EMPLOYEE BENEFITS	$350,300
II.	SERVICES AND SUPPLIES	22,100
III.	EQUIPMENT - Lease/Maintenance	6,000
IV.	OFFICE RENT	26,500
	TOTAL BUDGET (MAXIMUM CONTRACT AMOUNT)	$404,900

Contractor may adjust the dollar amount of any of the above line items, up to a maximum of ten percent (10%) of the dollar amount of any line item being augmented, without the prior written approval of Director, provided that any increase in any line item shall be offset by a corresponding decrease in the other line items. Any other changes in the Budget shall require Director's written approval. In no event shall any such adjustment result in any increase in the dollar amount of the Total Budget (Maximum Contract Amount).

MI:c:My documents\Contracts\Mental Health Advocacy\Exh B – Budget

EXHIBIT C

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County 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 during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any contract between my employer, _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

Copy must be forwarded by CONTRACTOR to County's Department of Mental Health, attention to the Chief of Contracts Development and Administration Division, 550 South Vermont Avenue, Los Angeles, CA 90020.

MI:c:\My documents\Contracts\Mental Health Advoacacy\Exh C- Acknowledgement of Contractor

EXHIBIT D
MENTAL HEALTH ADVOCACY SERVICES, INC.
OATH OF CONFIDENTIALITY

I, the undersigned, hereby agree not to divulge any information or records concerning any client/patient without proper authorization in accordance with California Welfare and Institutions Code Section 5328 et seq.

I recognize the unauthorized release of confidential information may make me subject to a civil action under provisions of the California Welfare and Institutions Code and the California Code of Regulations, as follows:

> Welfare and Institutions Code Section 5330: "Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him in violation of the provisions of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for the greater of the following amounts:
>
> (1) Five hundred dollars ($500).
> (2) Three times the amount of actual damages, if any, sustained by the plaintiff.
>
> Any person may, in accordance with the provisions of Chapter 3 (commencing with Section 525) of Title 7 of Part 2 of the Code of Civil Procedure, bring an action to enjoin the release of confidential information or records in violation of the provisions of this chapter, and may in the same action seek damages as provided in this section.
>
> It is not a prerequisite to an action under this section that the plaintiff suffer or be threatened with actual damages."

As a condition of performing my duties as an officer or employee of Mental Health Advocacy Services, Inc., a contractor of the Los Angeles County Department of Mental Health, I agree not to divulge to any unauthorized person any client/patient information or records.

I recognize that unauthorized release of confidential information may make me subject to a civil action under the provisions of the Welfare and Institutions Code, and may result in the termination of any office of employment.

_____
Name (Please Print)

_____
Position Title

Mental Health Advocacy
Services, Inc.
Contractor

3255 Wilshire Blvd., Suite 902
Los Angeles, CA 90010

Signature

Date

EXHIBIT C

LOS ANGELES COUNTY–DEPARTMENT OF MENTAL HEALTH
AUTHORIZATION REQUESTING RELEASE OF INFORMATION AND/OR RECORDS

TO: LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
Facility or Agency — Street/City

Name of Person — Birthdate — has request th

rvices of the Los Angeles County Department of Mental Health and thereby is authorizing the release of records and formation to:

MENTAL HEALTH ADVOCACY SERVICES, INC.
Name of Facility/Program

James Preis
Executive Director
Person Requesting Information

213-484-1628
Telephone Number

1336 Wilshire Blvd., Ste. 102
Los Angeles, CA 90017
Street/City

For the purpose of: determining eligibility for MediCal/SSI benefits

nformation requested is checked below:

- [ ] Diagnosis Only
- [ ] Course of Psychiatric treatment
- [ ] Course of medication therapy
- [ ] Discharge Summary
- [ ] History & Physical
- [ ] Operative Report
- [X] Pathology Report
- [X] Diagnostic Examination, Specify
- [X] School Reports, Specify
- [X] Laboratory Report(s) Specify
- [X] Consultation(s), Specify
- [ ] Other, Specify
- [X] DPSS Files, Specify
- [X] Probation Reports, Specify
- [ ] Other, Specify

ates requested include:

understand that the release or transfer of the specified information to any person or entity not specified herein prohibited. An additional written authorization must be obtained for a proposed new use of the information for its transfer to another person or entity.

is authorization shall become effective ___/___/___ and is subject to revocation by the undersigned at any time cept to the extent that action has already been taken. If not earlier revoked, this authorization shall terminate ___/___/___ . (Termination date should not be more than 90 days from effective unless the treatment plan cifies on-going communications with the above name agency. Under no circumstance should the termination e exceed one year).

Signature of Client — Date

Witness — Signature of Parent/Guardian/Conservator

****

ONSENT REVOKED ___/___/___

Signature of Client / Parent/Guardian/Co

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Advocacy Services Agreement's Paragraph 49 (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 healthcare 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 Mental Health Advocacy Services, Inc., (hereafter "Contractor") that all of its officers, employees, agents and/or subcontractors 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 subcontractors 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 subcontractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or subcontractors exclusion or suspension under federally funded healthcare programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or subcontractors, barring it or its officers, employees, agents and/or subcontractors 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 _____

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

CROSSWALK FACT SHEET

Current Language	New Language
o Health Care Financing Administration (HCFA)	o Centers for Medicare and Medicaid Services (CMS)
o Explanation of Balance (EOB)	o Remittance Advice (RA)
o Mode of Service and Service Function Code (SFC) o Activity Code	o No parallel in IS, carried only in MIS o HIPAA Compliant Procedure codes from the following HCPCS: **CPT Codes:** Current Procedural Terminology published by the American Medical Association is a list of codes representing procedures or services. **HCPCS Codes (Level II):** HCFA and other Common Procedure Coding System (HCPCS) Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. **UB92:** Refers to coding standards designated by HIPAA.
o DSM IV	o IS converts DSM IV to ICD-9 for claiming: **ICD-9 Codes:** (International Classification of Diseases), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses.
o Staff Code and Discipline Code	o Rendering Provider and Taxonomy
o MHMIS or Mental Health Management Information System AND MIS Management Information System	o IS or Integrated System
o References to entering data into the MIS	o Entering data into the IS
o RGMS	o IS

SUBCONTRACT AGREEMENT FOR THE SUPPORTIVE HOUSING PROGRAM FOR THE SANTA MONICA DUALLY DIAGNOSED PROJECT

THIS SUBCONTRACT AGREEMENT is made and entered into this _____ day of _____, 2002, by and between the **Venice Family Clinic (lead agency)**, located at 604 Rose Avenue, Venice, CA 90291 (hereinafter "CONTRACTOR"), and **Edmund D. Edelman Westside Mental Health Center, County of Los Angeles Department of Mental Health** (hereinafter "SUBCONTRACTOR"), located at 11080 West Olympic Boulevard, Los Angeles, CA 90064.

WHEREAS, CONTRACTOR has entered into an Agreement with the U.S. Department of Housing and Urban Development (hereinafter "HUD") to provide outreach, case management, mental health, and medical services to homeless dually diagnosed adults.

WHEREAS, in order to fulfill its obligations under the HUD contract, CONTRACTOR desires to engage SUBCONTRACTOR to provide mental health services to homeless dually diagnosed adults.

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the terms and conditions of this Subcontract Agreement.

NOW, THEREFORE, CONTRACTOR and SUBCONTRACTOR agree as follows:

1.0 PRIME CONTRACT

This is a Subcontract Agreement under the terms and conditions of the Venice Family Clinic's Prime Contract with HUD and shall be subject to all of the provisions of such Prime Contract. SUBCONTRACTOR hereby acknowledges receipt of a copy of said Prime Contract, which is attached hereto and incorporated herein as Exhibit A.

2.0 CONTRACT ADMINISTRATION

The Chief Executive Officer of CONTRACTOR, or designee, shall have full authority to administer this Subcontract Agreement consistent with the terms and provisions of the HUD contract.

3.0 TERM OF SUBCONTRACT AGREEMENT

The term of this Subcontract Agreement shall commence on July 1, 2002 and expire on June 30, 2004, unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract or by mutual agreement.

3.1 VOLUNTARY TERMINATION OF CONTRACT

Either party may, without cause, terminate this contract by giving at least thirty days prior written notice to the other party. The terminating party must provide the other party with written notice, personally delivered or transmitted by U.S. Postal Service Registered or Certified Mail in accordance with Subparagraph 14.4.

4.0 SERVICES AND REIMBURSEMENT

4.1 SUBCONTRACTOR shall provide mental health services, as generally described in this Subparagraph 4.1, to clients at the rates established in Exhibits I and II.

4.1.1 Mental Health Services - Services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the client's goals/desired results/personal milestones. Services shall include, but are not limited to, assessment, evaluation, collateral, therapy (individual, group, family), and rehabilitation services.

4.1.2 Medication Support Services - Services shall include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness, which are provided by a staff person within the scope of practice of his/her profession.

4.1.3 Crisis Intervention Services - Services consist of a quick, emergency response enabling a client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. Services are limited to stabilization of the presenting emergency.

4.1.4 Case Management/Brokerage Services - Services shall be provided to access medical, educational, social, pre-vocational, rehabilitative, or other needed community services for eligible clients. These services provide for the continuity of care within the mental health system and related social service systems. Services shall include linkage and consultation, placement and plan development.

4.1.5 Outreach Services - Services are delivered in the community-at-large to special population groups, human services agencies, and individuals and families who are not usually clients of the mental health system. The intent of these services is to enhance the mental health of the general population, prevent the onset of mental health problems in individuals and communities, and assist those persons experiencing stress who are not reached by traditional mental health treatment services to obtain a more adaptive level of functioning. Outreach services are either community-related (Mental Health Promotion Services) or client-related (Community Client Services).

4.2 SUBCONTRACTOR shall prescribe, administer and dispense medication, as described in Subparagraph 4.1.2, to the population served under this Subcontract Agreement at no cost to the CONTRACTOR.

4.3 SUBCONTRACTOR shall bill CONTRACTOR for services rendered to homeless dually diagnosed adults.

4.4 SUBCONTRACTOR's rates, as set forth in Exhibit II, shall be adjusted to the Board of Supervisors' approved rates for Fiscal Year 2003-2004 by an amendment in accordance with Subparagraph 14.1.

4.5 The maximum obligation of CONTRACTOR to SUBCONTRACTOR under this Subcontract Agreement may not exceed ONE HUNDRED TWO THOUSAND DOLLARS ($102,000) per Fiscal Year 2002-2003 and 2003-2004 (July 1 through June 30). This amount may be adjusted by CONTRACTOR by an amendment in accordance with the disbursement of Federal funds and with Subparagraph 14.1.

5.0 BILLING

SUBCONTRACTOR shall bill CONTRACTOR quarterly for mental health services provided under this Subcontract Agreement. SUBCONTRACTOR's billing shall include mental health services described in this Subcontract Agreement and reported in the DMH's Management Information System (MIS). For each fiscal year of the term of this Subcontract Agreement, SUBCONTRACTOR's final billing for mental health services shall be based upon services reported in the thirteenth month run of MIS.

6.0 PAYMENT

CONTRACTOR shall reimburse SUBCONTRACTOR for services provided under this Subcontract Agreement within forty-five days from the date on SUBCONTRACTOR's invoice.

7.0 RECORDS AND AUDITS

7.1 SUBCONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Subcontract Agreement in accordance with generally accepted accounting principles. SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Subcontract Agreement. SUBCONTRACTOR agrees that CONTRACTOR, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Subcontract Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by SUBCONTRACTOR and shall be made available to CONTRACTOR during the term of this Subcontract Agreement and for a period of seven years thereafter unless written permission of both CONTRACTOR is given to dispose of any such material prior to such time. All such material shall be maintained by SUBCONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at CONTRACTOR's option, SUBCONTRACTOR shall pay all travel, per diem, and other costs incurred by CONTRACTOR to examine, audit, excerpt, copy or transcribe such material at such other location.

7.2 In the event that an audit is conducted specifically regarding this Subcontract Agreement by any Federal or State auditor, or by any auditor or accountant employed by SUBCONTRACTOR or otherwise, then SUBCONTRACTOR shall file a copy of such audit report with CONTRACTOR within thirty days of SUBCONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subcontract Agreement. CONTRACTOR shall make a reasonable effort to maintain the confidentiality of such audit report(s).

7.3 Failure on the part of SUBCONTRACTOR to comply with the provisions outlined hereunder shall constitute a material breach of this Subcontract Agreement upon which CONTRACTOR may terminate or suspend this Subcontract Agreement.

8.0 INDEMNIFICATION AND INSURANCE

8.1 Indemnification: SUBCONTRACTOR shall indemnify, defend and hold harmless CONTRACTOR and its elected and appointed officers, employees, and agents, from and against any and all liability or expense, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with claims for damages or workers' compensation benefits relating to SUBCONTRACTOR's acts and/or omissions arising from and/or relating to this Subcontract Agreement.

8.2 Insurance: Without limiting SUBCONTRACTOR's indemnification of CONTRACTOR and during the term of this Subcontract Agreement, SUBCONTRACTOR shall provide and maintain at its own expense the programs of insurance specified in this Subcontract Agreement or self-insurance at SUBCONTRACTOR's option. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by CONTRACTOR. Certificates or other evidence of coverage shall be delivered to:

Venice Family Clinic
604 Rose Avenue
Venice, CA 90291

Attention: Elizabeth Benson Forer, MSW, MPH
Executive Director

prior to commencing services under this Subcontract Agreement; shall specifically identify this Subcontract Agreement; and shall contain express conditions that CONTRACTOR is to be given written notice by registered mail at least thirty days in advance of any modification or termination of insurance.

Failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of the Subcontract Agreement upon which CONTRACTOR may immediately terminate or suspend this Subcontract Agreement.

8.2.1 Liability: Such insurance shall be endorsed naming the CONTRACTOR as additional insured and shall include, but not be limited to:

(a) General Liability: General liability insurance (written on ISO policy form CG 00 01 or its equivalent) limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

(b) Automobile Liability: Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a combined limit liability of not less that $1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

8.2.2 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of SUBCONTRACTOR, its officers, employees, or agents, with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of the Subcontract Agreement.

8.2.3 Workers' Compensation and Employers' Liability: Workers' compensation insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other State, and for which SUBCONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease-policy limit:	$1 million
Disease-each employee:	$1 million

9.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B.

10.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

10.1 SUBCONTRACTOR certifies that all persons employed by it, its affiliates, subsidiaries or holding companies as required by law are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

10.2 SUBCONTRACTOR shall certify to, and comply with, the provisions of CONTRACTOR'S EEO Certification.

10.3 SUBCONTRACTOR shall take affirmative action, as required by law and shall not discriminate against applicants and employees upon the basis of race, religion, national origin, ancestry, sex, age, physical or mental handicap or medical conditions. Such action may include, as required by law, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, compensation, and selection of persons for training, including apprenticeship.

10.4 SUBCONTRACTOR certifies that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, national origin, ancestry, sex, age, physical or mental handicap, or medical conditions.

10.5 SUBCONTRACTOR certifies that in the performance of this Subcontract Agreement, its affiliates, subsidiaries or holding companies, will comply with all applicable Federal and State laws and regulations, which prohibit discrimination on the grounds of race, religion, national origin, ancestry, sex, age, physical or mental handicap, or medical conditions, and will not refuse to provide treatment to any person upon these grounds.

10.6 If CONTRACTOR finds that any of the provisions of this Paragraph 10.0 have been violated, such violation shall constitute a material breach of this Subcontract Agreement upon which CONTRACTOR may terminate or suspend this Subcontract Agreement. While CONTRACTOR reserves the right to determine independently that the anti-discrimination provisions of this Subcontract Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that SUBCONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by CONTRACTOR that SUBCONTRACTOR has violated the anti-discrimination provisions or this Subcontract Agreement.

11.0 INDEPENDENT STATUS OF CONTRACTOR/SUBCONTRACTOR

11.1 The employees and agents of the CONTRACTOR shall not be, or be construed to be, the employees or agents of the other party or of the COUNTY for any purpose whatsoever.

11.2 SUBCONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Subcontract Agreement all compensation and benefits. CONTRACTOR shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of SUBCONTRACTOR.

11.3 CONTRACTOR understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of SUBCONTRACTOR. SUBCONTRACTOR shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of SUBCONTRACTOR pursuant to this Subcontract Agreement.

12.0 EMPLOYMENT ELIGIBILITY VERIFICATION

SUBCONTRACTOR agrees to comply with all Federal statutes and regulations requiring the verification of citizenship and alien status of applicant and employees who will perform under this Subcontract Agreement. SUBCONTRACTOR shall retain documentary evidence of citizenship and alien status as prescribed by law. SUBCONTRACTOR shall indemnify, defend and hold harmless CONTRACTOR, their officers and employees from and against any employer sanctions and any other liability which may be assessed against SUBCONTRACTOR, CONTRACTOR in connection with any violation of this Section by the SUBCONTRACTOR.

13.0 GOVERNING LAW, JURISDICTION AND VENUE

This Subcontract Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR and SUBCONTRACTOR agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Subcontract Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

14.0 GENERAL PROVISIONS

14.1 This Subcontract Agreement may only be amended by the written consent of the parties.

14.2 This Subcontract Agreement may not be assigned by either party without the consent of the other party, and any such attempted assignment shall be void.

14.3 In the event of litigation in any court, including courts of bankruptcy and courts of appeal to enforce this Subcontract Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses of litigation and court costs.

14.4 All notices and other written communications hereunder shall be deemed given when delivered by either party to the other at the address set forth on Page 1 of this Subcontract Agreement, or such other address as a party shall from time to time provide in writing to the other party. Whenever notice is required hereunder, it shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage prepaid, return receipt requested, addressed as provided in this Section.

14.5 This Subcontract Agreement contains the entire understanding between the parties concerning the subject matter of the Subcontract Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties, relating to the subject matter of this Subcontract Agreement, which are not fully set forth herein.

15.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). CONTRACTOR and SUBCONTRACTOR understand and agree that, as a provider of medical treatment services, they are 'covered entity' under HIPAA and, as such, have obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. CONTRACTOR and SUBCONTRACTOR understand and agree that they are separately and independently responsible for compliance with HIPAA in all these areas and that County has

not undertaken any responsibility for compliance on CONTRACTOR's behalf. CONTRACTOR has not relied, and will not in any way rely, on COUNTY for legal advice or other representations with respect to CONTRACTOR's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR and COUNTY understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents), for its failure to comply with HIPAA."

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Subcontract Agreement to be subscribed by County's Director of Mental Health, and Contractor has caused this Subcontract Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By_____
Principal Deputy County Counsel

CONTRACTOR:

VENICE FAMILY CLINIC

_____
Elizabeth Benson Forer, MSW, MPH
Executive Director

SUBCONTRACTOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

_____
Marvin J. Southard, D.S.W.
Director of Mental Health

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

BY_____
Chief, Contracts Development and
Administration Division

Attachment D-1e

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
MEDI-CAL PROFESSIONAL SERVICES AGREEMENT
UNIQUE GROUP PROVIDER

CONTRACTOR:

_____ Contract Number

_____ Provider Number

_____ Reference Number

Business Address:

_____

_____

Supervisorial District _____

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
	PREAMBLE	2
1.	SERVICES TO BE PERFORMED	4
2.	TERM	4
3.	TERMINATION FOR DEFAULT	5
4.	TERMINATION FOR IMPROPER CONSIDERATION	6
5.	PAYMENT	6
6.	PROVIDER RESPONSIBILITY FOR TREATMENT	8
7.	INDEMNIFICATION AND INSURANCE	8
8.	INDEPENDENT STATUS OF CONTRACTOR	10
9.	DELEGATION, ASSIGNMENT AND SUBCONTRACTING	10
10.	ALTERATION OF TERMS	10
11.	WAIVER	11
12.	CONFIDENTIALITY	11
13.	REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS	11
14.	MONITORING, QUALITY IMPROVEMENT, RECORDS, AND AUDITS	12
15.	COUNTY'S QUALITY ASSURANCE PLAN	12
16.	REPORTS AND DATA ENTRY	12
17.	NONDISCRIMINATION IN SERVICES	13
18.	NONDISCRIMINATION IN EMPLOYMENT	13
19.	FAIR LABOR STANDARDS	14
20.	EMPLOYMENT ELIGIBILITY VERIFICATION	14
21.	CONFLICT OF INTEREST	14
22.	UNLAWFUL SOLICITATION	15
23.	GOVERNING LAW, JURISDICTION AND VENUE	15

24. COMPLIANCE WITH APPLICABLE LAW 15
25. CONTRACTOR RESPONSIBILITY AND DEBARMENT 15
26. CHILD SUPPORT COMPLIANCE PROGRAM 16
27. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES 17
28. USE OF RECYCLED-CONTENT PAPER PRODUCTS 17
29. AUTHORIZATION WARRANTY 17
30. NOTICE TO EMPLOYEES REGARDING FEDERAL INCOME CREDIT 17
31. PUBLIC ANNOUNCEMENTS AND LITERATURE 17
32. CERTIFICATION OF DRUG-FREE WORKPLACE 17
33. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES 18
34. RESTRICTIONS ON LOBBYING 18
35. COUNTY LOBBYISTS 18
36. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM 18
37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT 19
38. COMPLIANCE WITH JURY SERVICE PROGRAM 20
39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 21
40. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 21
41. NOTICES 22

ATTACHMENTS

ATTACHMENT I DEFINITIONS
ATTACHMENT II SERVICE PROVISIONS
ATTACHMENT III ATTESTATION REGARDING REDERALLY FUNDED PROGRAM
ATTACHMENT IV CROSSWALK FACT SHEET
ATTACHMENT V SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)

Contract No.GK _____

COUNTY OF LOS ANGELES-DEPARTMENT OF MENTAL HEALTH
MEDI-CAL PROFESSIONAL SERVICES AGREEMENT
UNIQUE GROUP PROVIDER

THIS AGREEMENT is made and entered into this _____ day of _____, 200___, by and between the COUNTY OF LOS ANGELES (hereafter "County") and

_____

_____

_____

(hereafter "Contractor")

Business Address:

_____

_____

_____

_____

WHEREAS, County finds it necessary to provide eligible beneficiaries in Los Angeles County with a continuum of professional services authorized by the California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County has determined that it has an insufficient workforce to perform these services; and

WHEREAS, County is authorized to contract with providers for culturally sensitive and linguistically appropriate professional services for beneficiaries who are in need of specialty mental health services pursuant to California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County desires to contract with an independent Contractor for the purpose of providing Medi-Cal reimbursable professional services to beneficiaries of Los Angeles County pursuant to Government Code Section 31000; and

WHEREAS, Contractor has the expertise and requisite licensure to practice as a mental health professional and is qualified to provide the desired professional services for County in accordance with the terms, conditions, and all applicable Federal, State and local laws, ordinances, rules, regulations, manuals, guidelines and directives.

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.

- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

SERVICE ENVIRONMENT

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1. SERVICES TO BE PERFORMED: In consideration of the payments hereafter set forth, Contractor, under the direction of the Director of Mental Health or authorized designee, shall perform specialty mental health services for County in accordance with the terms, conditions, and covenants set forth herein, requirements in the Local Mental Health Plan (LMHP) Provider Manual, LMHP Provider Bulletins, and Attachment II (Service Provisions) attached hereto and incorporated herein by reference, with the understanding that the County does not guarantee referrals.

2. TERM:

A. Period: The term of this Agreement shall commence on this _____ day of _____and shall continue in full force and effect through _____.

B. Termination:

(1) Either party may terminate this Agreement at any time without cause by giving at least thirty (30) days prior written notice to the other party.

(2) This Agreement may be terminated by County immediately if the County and/or the State determine that:

(a) There is an immediate threat to the health and safety of beneficiaries; or

(b) Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

(c) Credentialing Review Committee (CRC) recommends termination in accordance with procedures in Section 17, "Services Dispute Resolution" in the LMPH Provider Manual; or

(d) Contractor is deemed to be insolvent and/or in default; has received or offered gratuities; has solicited unlawfully or improperly.

(3) County may terminate this Agreement upon ninety (90) days' notice to Contractor in the event Contractor has failed to comply with any of the provisions of Paragraphs 7 (Indemnification and Insurance), 9 (Delegation, Assignment and Subcontracting), 17 (Nondiscrimination in Services), 18 (Nondiscrimination in Employment), 21 (Conflict of Interest), 26 (Child Support Compliance Program), 27 (Licenses, Permits, Registrations, Accreditations and Certificates), 32 (Certification of Drug-Free Workplace) and/or 35 (County Lobbyists). During the ninety (90) day period, Contractor shall attempt to cure the alleged breach to County's reasonable satisfaction. If Contractor fails to cure the breach to County's reasonable satisfaction, then the County may terminate this Agreement effective at the end of the ninety (90)-day period. The parties may agree to extend the time period in which Contractor may cure the alleged breach.

(4) In the event that this Agreement is terminated or expires, all obligations to provide covered services under this Agreement shall automatically terminate on the effective date of the termination or expiration of this Agreement.

(a) Contractor shall be responsible for providing covered services to Contractor's current beneficiaries until the termination or expiration of this Agreement.

(b) Contractor shall remain liable for all costs related to all transfers of beneficiaries receiving services, shall not charge these costs to this Agreement, and shall not be reimbursed in any way.

(c) Contractor shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries until such expiration or termination of this Agreement.

3. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within

a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement, as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

5. PAYMENT:

A. Reimbursement:

(1) Reimbursement shall be based on the State's adjudication and approval of Contractor's Short-Doyle/Medi-Cal claim for the prevailing rates shown in the Rate Schedule(s) in the LMHP Provider Manual, or through the LMHP Provider Bulletins, which are published and distributed to Contractor by DMH's Medi-Cal Professional Services. Contractor hereby acknowledges receipt of the LMHP Provider Manual.

(2) DMH shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County standards.

(3) Reimbursement shall only be made for Medi-Cal services on a properly submitted claim and which meets medical necessity as defined in the California Code of Regulations (CCR) Title 9, Chapter 11, Section 1820.205 and to the extent that funds allocated by State for County are available specifically for Medi-Cal services. Reimbursement at rates listed in the LMHP Provider Manual or the LMHP Provider Bulletins shall be payment in full, subject to third party liability and beneficiary share of cost, for the specialty mental health services provided to a beneficiary.

Contractor shall be solely liable and responsible for the accuracy and veracity of all data and information provided by Contractor to County for submission to the State in support of all claims for Early and Periodic Screening, Diagnosis and Treatment Program (EPSDT) Title XIX Medi-Cal services, and/or Title XIX

Short-Doyle/Medi-Cal services, and/or Emergency Assistance services and for any subsequent State approvals or denials of such claims that are based on data and information provided by the Contractor.

(4) Contractor shall process all EPSDT Title XIX Medi-Cal and/or Title XIX Short-Doyle/Medi-Cal, and or Emergency Assistance Explanation of Balance (EOB) or other data within six months from the date of service as stated in the LMHP Provider Manual or the LMHP Provider Bulletins.

(5) Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from any such State denials, unresolved EOB claims, and/or Federal and/or State audit disallowances.

Further, Contractor agrees to hold harmless both the State and beneficiary in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

B. Suspension of Payment: County reserves the right to suspend or withhold payment if, at the sole discretion of Director, County determines that Contractor is in default under any of the provisions of this Agreement or if County does not receive State and/or Federal funding due to nonappropriation of funds.

C. Time Limit for Submitting Invoices: Contractor shall submit a Fee-For-Service Claims Form for services to County for payment in accordance with the provisions specified in the LMHP Provider Manual. County shall not be obligated to reimburse Contractor for the services covered by any claim if Contractor submits the claim to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. Additionally, County shall not be obligated to reimburse Contractor where the claim does not meet applicable SD/MC requirements.

Contractor shall be responsible to ensure claims are submitted in a timely manner and denied claims are promptly corrected and resubmitted in order to comply with all applicable statutes of limitations.

D. Liquidated Damages: Contractor agrees to take full responsibility for submitting sufficient information to substantiate claim(s) for reimbursement. Contractor is solely responsible for all corrections and for timely return of denied or rejected claim(s) for reimbursement and for providing adequate justification for such claim(s). Should the same claim(s) be denied or rejected a second time for the same reason(s), Contractor agrees to offset liquidated damages of $1 for each and every resubmitted claim that LMHP determines was denied or rejected twice for the same reason. Contractor will not be charged the $1 liquidated damages due to County's errors.

E. Recovery of Overpayments: When an audit or review performed by County, State and/or Federal governments or by any other authorized agency discloses that Contractor has been overpaid, the overpayment under this Agreement shall be due by Contractor to County.

For Federal audit exceptions, Federal audit appeal processes shall be followed. County recovery of Federal overpayment shall be made in accordance with all applicable Federal laws, regulations, manuals, guidelines, and directives.

For State, County and other authorized agency audit and/or review exceptions, County shall recover the payment from Contractor within sixty days of the date of the applicable audit report or other determination of overpayment. If the State recovers the overpayment from County before the end of such sixty

days, then County shall immediately recover the overpayment from Contractor. Within ten days after written notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify County as to which of the following two payment options Contractor requests be used as the method by which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to exceed such sixty days. If Contractor does not so notify County within such ten days or if Contractor fails to make payment of any overpayment to County as required, then the total amount of the overpayment, as determined by Director, shall be immediately due and payable. In its sole discretion, County may withhold future payments to Contractor under this Agreement to recover overpayments in the event that Contractor fails to comply with the remedies set forth in this paragraph.

F. Claims Submission: In accordance with the provisions specified in the LMHP Provider Manual, Contractor shall submit claims to County electronically. The procedures for submitting Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selected and General Requirements Agreement, for the LMHP's electronic billing systems shall be as set forth in the LMHP Provider Manual. Contractors submitting claims electronically shall follow the data specifications and format established which will be updated as needed through the LMHP Provider Manual and/or Bulletins.

G. Six Months Notification of Agreement Expiration: Contractor shall notify County when the Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 41 (NOTICES).

H. No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

6. PROVIDER RESPONSIBILITY FOR TREATMENT: This Agreement shall not alter the Contractor's relationship with its patients/clients, nor interfere with Contractor's professional responsibility to those patients/clients, regardless of any determination that services delivered are or are not eligible and authorized for Medi-Cal payment.

7. INDEMNIFICATION AND INSURANCE:

A. Indemnification:

(1) Indemnification by CONTRACTOR: CONTRACTOR shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages

are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents or employees.

(2) Indemnification by COUNTY: COUNTY shall defend, indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, agents or employees.

B. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Mental Health, 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

a) Specifically identify this Agreement.

b) Clearly evidence all coverages required in this Agreement.

c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

C. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

D. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

E. Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such reports shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

F. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

/

G. Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

2) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars ($1,000,000)
Disease – policy limit:	One Million Dollars ($1,000,000)
Disease – each employee:	One Million Dollars ($1,000,000)

3) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

8. INDEPENDENT STATUS OF CONTRACTOR: Contractor understands and agrees that all persons performing services pursuant to this Agreement are the sole employees of Contractor, who is an independent Contractor, and not employees of County. Contractor shall be solely liable and responsible for providing all persons performing work pursuant to this Agreement all compensation and benefits.

9. DELEGATION, ASSIGNMENT AND SUBCONTRACTING:

A. Delegation and Assignment: Without the written consent of the Director of Mental Health or authorized designee, Contractor shall not delegate or assign its rights under this Agreement, or both, either in whole or in part. Any assignment or delegation by Contractor without the written consent of the Director of Mental Health or designee shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to offset, recoupment, or other reduction for any claim, which Contractor may have against County.

B. Subcontracting: County and Contractor agree there will be no subcontractor for the term of the Agreement.

10. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement and/or Exhibits, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

11. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 11 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. CONFIDENTIALITY:

A. Contractor shall comply with all applicable laws and regulations, including, but not limited to Sections 5328 through 5330, inclusive, and Section 14100.2 of the Welfare and Institutions Code and Title 42, United States Code of Federal Regulations, Section 431.300 et seq., regarding the confidentiality of beneficiary information.

B. Contractor shall not use identifying information for any purpose except for statistical information or carrying out the Contractor's obligations under this Agreement.

13. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

A. Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted, by Contractor, shall comply with WIC Section 15630 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, 15631 and 15632. Contractor, and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

B. Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 and 11166. Contractor, and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

C. Contractor Staff:

(1) Although clerical and other nontreatment staff are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

(2) For the safety and welfare of elders, dependent adults, and minor children, Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

(3) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

/

14. MONITORING, QUALITY IMPROVEMENT, RECORDS, AND AUDITS:

A. Contractor shall establish clinical records in accordance with the structure and content specified by DMH. All services provided to a beneficiary, for which Medi-Cal reimbursement is sought, must be documented in this record in a manner which complies with all applicable regulations and standards established by SDMH and DMH. Contractor shall make clinical records available upon request to other County DMH contract providers who participate in the consolidated Medi-Cal program.

B. Contractor shall be responsible for complying with all SDMH and DMH quality improvement (QI) standards and requirements as specified in this Agreement, the LMHP Provider Manual, and all LMHP Provider Bulletins regarding QI.

C. Contractor agrees to provide clinical records to County and any Federal or State department (e.g., SDMH, SDHS, State Department of Justice, United States Department of Health and Human Services, and the Controller General of the United States) having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies, at reasonable times during normal business hours, access to and the right to monitor all work performed under this Agreement, evaluate the quality, appropriateness and timeliness of services performed, and examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement.

D. Contractor shall maintain and preserve all records relating to this Agreement at a location in Los Angeles County for a minimum period of seven (7) years following the expiration or termination date of this Agreement, the discharge of the beneficiary or termination of services (except that the records of minors at the time of discharge shall be kept at least one year after such minor has reached the age of eighteen years and in any case not less than seven years), or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit.

E. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

F. Contractor may be required to pay back reimbursement received for claimed services that do not, on subsequent review/audit, meet minimum State and County standards.

15. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than every two years. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

16. REPORTS AND DATA ENTRY: Contractor shall submit reports and comply with data entry requirements of the LMHP.

17. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services to beneficiaries hereunder because of race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 17, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of payment, race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap or medical conditions.

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

18. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, medical condition, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, medical condition, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, ancestry, national origin, sex, age, marital status, physical or mental handicap, medical conditions, or political affiliation. Further, Contractor shall give written notice of its obligation under this Paragraph 18 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 18 when so requested by Director.

E. If County finds that any of the above provisions has been violated, the same shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 18, 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.

19. 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.

20. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

21. CONFLICT OF INTEREST:

A. No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. No employee, officer, or board member of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in the County's review and/or approval/denial of service

plans of beneficiaries treated by Contractor or by entities in which they has a financial interest.

C. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts, which create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

22. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

23. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

24. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to Title XIX of the Social Security Act, State, CCR Title 9, Chapter 11, Subchapter 1, Article 1, Section 1810 and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder and with contractual obligations of the LMHP under its contract with SDMH. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall comply with all Federal, State and local laws, and LMHP policies and procedures and guidelines regarding the confidentiality of mental health information. This includes, but may not be limited to, information obtained or released either directly by the Contractor or from or through DMH staff or its MIS.

C. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

D. Contractor shall maintain in effect an active compliance program in accordance with the Department of Health and Human Services, Office of the Inspector General, Publication of the OIG Compliance Program for Individual and Small Group Physician Practices (2000).

/

/

25. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the Ordinance are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of an Agreement with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors/subconsultants of County Contractors.

26. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Acknowledgement of County's Commitment to Child Support Enforcement: The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "LA's Most Wanted: Delinquent Parent's" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

B. Contractor's Warranty of Adherence to County's Child Support Compliance Program:

(1) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(2) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for child or spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

27. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, credentials, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. A copy of each such license, permit, registration, accreditation, credentials and certificates as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, upon request, to DMH's Contracts Development and Administration Division.

28. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

29. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

30. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income Tax Laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

31. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles.

32. CERTIFICATION OF DRUG-FREE WORKPLACE: Contractor certifies and agrees that it shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). Contractor

and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing. Violation of this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

33. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property.

34. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

35. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

36. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

/

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Attachment III as part of its obligation under this Paragraph 36.

Failure by Contractor to meet the requirements of this Paragraph 36 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that it is a *"covered entity"* under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

B. The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and Code Set, Privacy, and Security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

C. Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA Law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents) for its failure to comply with HIPAA.

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's Integrated System (IS).

(1) County desires to clarify IS terminology under this Agreement as it relates to HIPAA, and accordingly, has set forth in Attachment IV (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

(2) County desires to clarify other HIPAA-related changes set forth in the LMHP Provider Manual and which are incorporated herein by reference as though full set forth.

(a) County has added to the LMHP Provider Manual a Guide to Procedure Codes, which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(b) County has added to the LMHP Provider Manual an Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these transactions.

(c) County has added to the LMHP Provider Manual a Trading Partner Agent Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of Contractor.

E. Contractor understands that County operates an informational website www.dmh.co.la.ca.us related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

F. Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

G. Contractor further understands and agrees that the terms and conditions of the current Trading Partner Agreement (TPA) set forth in the LMHP Provider Manual shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

38. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code), or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide

that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with County Contractor and has received or will receive an aggregate sum of $50,000 or more in an 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment V of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes."

40. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

41. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement, which may include, but not be limited to, changes in name or address, 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: _____

_____

_____

_____

To County: DEPARTMENT OF MENTAL HEALTH

CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

550 SOUTH VERMONT AVENUE, 5th FLOOR

LOS ANGELES, CA 90020

Attention: CHIEF OF CONTRACTS

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

_____
Contractor's Tax I.D. Number

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE IF APPLICABLE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

CONTRACTOR:_____

PLEASE NOTE: You may only bill for services provided by individuals on this list and/or those added by DMH Medi-Cal Professional Services – Provider Credentialing.

ADDITIONAL GROUP PROVIDERS

The following providers provide specialty mental health services on behalf of the group and are covered under the required group insurance(s):

LIST OF PROVIDER(S) UNDER CONTRACT WITH GROUP:

CONTRACTOR NAME/DISCIPLINE	CONTRACTOR NAME/DISCIPLINE	CONTRACTOR NAME/DISCIPLINE

LIST OF PROVIDER(S) EMPLOYED BY GROUP:

EMPLOYEE NAME/DISCIPLINE	EMPLOYEE NAME/DISCIPLINE	EMPLOYEE NAME/DISCIPLINE

Send us a **copy** of your contract (following sub-contracting guidelines in the Agreement) with individuals(s) you contract with. Have these individual(s) complete the **Subcontractor Employee Acknowledgement of Employer Form** and retain in your files. Employees need to complete the **Contractor Employee Acknowledgement of Employer Form** and retain in your files.

Deletions/changes must be submitted in writing to Contracts Development and Administration Division, 550 S. Vermont, 5th Floor, Los Angeles, CA 90020, Attention: Managed Care Section.

County of Los Angeles – Department of Mental Health
Medi-Cal Professional Services Agreement

DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

A. Beneficiary means any individual certified as eligible under the Medi-Cal Program according to Title XXII, CCR, Section 51001.

B. Contractor means any independent health/mental health provider or organization certified or credentialed to provide services to beneficiaries and to contract with the Local Mental Health Plan (LMHP).

C. Center for Medicare and Medi-Cal Services (CMS) formerly Health Care Financing Administration (HCFA).

D. Credentialing Review Committee (CRC) means the confidential multi-disciplinary group, that ensures the initial and ongoing credentialing of the LMHP Network providers and applicants are evaluated and maintained in accordance with the credentialing and enrollment standards established by the LMHP.

E. Director means the County's Director of Mental Health or authorized designee.

F. DMH means the County's Department of Mental Health.

G. Electronic or electronically when used to describe a form of claims submission means any claim submitted through any electronic means, such as telecommunications, or modem communications.

H. Fee-For-Service (FFS) means a fully capitated managed care system.

I. FFP means the Federal Financial Participation for Fee-For-Service Medi-Cal services as authorized by Title XIX of the Social Security Act, Title 42, United States Code of Federal Regulations, Section 1396 et seq.

J. Fiscal Year means the County's Fiscal Year which commences July 1 and ends the following June 30.

K. Group Provider means an organization that provides specialty mental health services through two or more individual providers as defined in Title 9, CCR, Section 1810.218.2. Group providers may include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

L. HCFA means Health Care Financing Administration (HCFA).

M. Individual Provider means licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries under the LMHP. Individual providers include licensed physicians, licensed psychologists, licensed social workers, marriage family therapists and registered nurse with a master's degree within his/her scope of practice. Individual provider does not include licensed mental health professionals acting as employees of any agency or organization.

N. LMHP Medi-Cal Specialty Mental Health Services Network Provider Manual (hereafter "LMHP Provider Manual") means the document which contains the formal requirements, policies, procedures and rates of reimbursement governing the provision of specialty mental health professional services by LMHP enrolled and contracted network providers. The LMHP Provider Manual is incorporated into this Agreement by reference. Contractor hereby acknowledges receipt of the LMHP Provider Manual upon execution of this Agreement.

O. LMHP Network Provider Bulletin (hereafter "LMHP Provider Bulletin") means the publication periodically distributed by the LMHP to inform enrolled and contracted network providers of revisions and additions made to formal requirements, policies, procedures and rates of reimbursement outlined in the LMHP Provider Manual, that governs the provision of specialty mental health professional services to Los Angeles County Medi-Cal beneficiaries. All LMHP Provider Bulletins issued during the term of this Agreement shall be incorporated into this Agreement by reference.

P. Local Mental Health Plan (LMHP) means the entity responsible for managing specialty mental health services. In Los Angeles County, the Department of Mental Health is the LMHP.

Q. Medical Necessity means that the Medi-Cal beneficiary must meet certain treatment criteria in order to be eligible for the provision and reimbursement of specialty mental health services. Medical necessity requires the following three elements: 1) the presence of an included diagnosis as specified in the LMHP Provider Manual, 2) an impairment as a result of the mental disorder, and 3) intervention related criteria as defined in Title 9, California Code of Regulations, Chapter 11, Subchapter 3, Article 1830.205. A complete description of medical necessity for specialty mental health services that is the responsibility of the LMHP Provider Manual.

R. MIS means DMH's Management Information System.

S. Monitoring means the process by which the LMHP reserves the right to review services provided to beneficiaries being served by the LMHP through the review of documentation, including but not limited to, client outcomes, client satisfaction, claims, and time allotted to each procedure code.

T. Primary Linkage and Coordinating Programs means comprehensive mental health centers, both contracted agencies and directly operated programs designated by the LMHP to coordinate and monitor specialty mental health services for Medi-Cal beneficiaries serviced by the LMHP Network Providers.

U. SDHS means State's Department of Health Services.

V. SDMH means State's Department of Mental Health.

W. Specialty Mental Health Services means those mental health services provided pursuant to WIC Section 14680 and covered by the Procedure Codes listed in the LMHP Provider Manual.

X. State means the State of California.

Y. Title XIX means Title XIX of the Social Security Act, Title 42, United States Code Section 1396 et seq.

Z. Title IX means the Title IX of the California Code of Regulations, Section 14680, Welfare and Institutions Code et seq.

AA. WIC means the California Welfare and Institutions Code.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES AGREEMENT
MEDI-CAL PROFESSIONAL SERVICES

SERVICE PROVISIONS

A. Services to be delivered:

1. Contractor agrees to provide any or all of the following specialty services which falls within the scope and practice of the professional license granted by the State of California, or granted by a State with reciprocal agreements with the State of California which recognizes the mental health treatment standards and requirements of the other:

    - mental health assessment and evaluation services
    - medication services for mental health treatment
    - mental health treatment services
    - psychological testing services

    These services are described in the Department of Mental Health's (DMH) Policies and Procedures Manual and the DMH Local Mental Health Plan (LMHP) Medi-Cal Specialty Mental Health Services Network Provider Manual (LMHP Provider Manual).

2. The prescribing and/or administration of psychotropic medications and reevaluations for the purpose of determining the course of medication treatment *may only be reimbursed to a Board eligible or certified psychiatrist.* Medication storage shall adhere to procedures established for medication storage as specified in the LMHP Provider Manual.

3. All psychological testing must be pre-approved and *may only be reimbursed to a California licensed psychologist or a Board eligible or certified psychiatrist.*

4. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided by:*

    - Board eligible or certified Psychiatrists
    - Licensed Psychologists

5. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided to EPSDT Medi-Cal beneficiaries less than 21 years of age by:*

    - Licensed Clinical Social Workers
    - Marriage and Family Therapists
    - Master's level Registered Nurses certified to provide mental health services

B. Beneficiaries shall be registered and entered into the Department's Management Information System (MIS) as described in DMH's Policies and Procedures Manual and the LMHP Provider Manual.

C. Contractor shall comply with all documentation requirements according to the standards and guidelines developed by DMH. Services shall not be reimbursed without the required documentation.

D. Contractor agrees to provide services under this Agreement only to those beneficiaries who meet the medical necessity criteria established by the State Department of Mental Health (SDMH).

E. Contractor agrees that reimbursement for conjoint services shall be reimbursed at the same rate as individual services.

F. Contractor agrees to coordinate services through the Primary Linkage and Coordinating Program.

G. Contractor agrees to refer beneficiaries to DMH directly operated/contract programs when appropriate.

H. Contractor agrees to refer beneficiaries to the primary care physician when appropriate.

I. Contractor agrees to provide consultation services at the prevailing service rates provided in the LMHP Provider Manual and/or LMHP Provider Bulletins.

J. Contractor agrees to cooperate with the LMHP's Primary Linkage and Coordinating Program's request for information concerning services delivered for purposes of evaluation, audits or reviews.

K. Contractor agrees to maintain confidentiality as enumerated in all relevant laws, regulations, and statutes as apply to mental health services.

L. Contractor shall follow established procedures as outlined in the LMHP Provider Manual for beneficiary complaints and shall make records of beneficiary complaints available for authorized review by County.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Medi-Cal Professional Services Agreement's Paragraph 36 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of _____

_____, (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

CROSSWALK FACT SHEET

Current Language	New Language
o Health Care Financing Administration (HCFA)	o Centers for Medicare and Medicaid Services (CMS)
o Explanation of Balance (EOB)	o Remittance Advice (RA)
o Mode of Service and Service Function Code (SFC) o Activity Code	o No parallel in IS, carried only in MIS o HIPAA Compliant Procedure codes from the following HCPCS: **CPT Codes:** Current Procedural Terminology published by the American Medical Association is a list of codes representing procedures or services. **HCPCS Codes (Level II):** HCFA and other Common Procedure Coding System (HCPCS) Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. **UB92:** Refers to coding standards designated by HIPAA.
o DSM IV	o IS converts DSM IV to ICD-9 for claiming: **ICD-9 Codes:** (International Classification of Diseases), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses.
o Staff Code and Discipline Code	o Rendering Provider and Taxonomy
o MHMIS or Mental Health Management Information System AND MIS Management Information System	o IS or Integrated System
o References to entering data into the MIS	o Entering data into the IS
o RGMS	o IS

Attachment V

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

CONTRACTING WITH MINORITY/WOMEN-OWNED FIRMS
PERCENTAGE OF OWNERSHIP IN FIRM

UNIQUE CONTRACTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Los Angles Community College District	G								
2	Cerritos Community College District	G								
3	Cal State University Long Beach Foundation	NP								
4	Aurora Charter Oak, LLC	P					100			
5	College Hospital - Cerritos	NP								
6	Mental Health Advocacy	P							100	
7	Venice Family Clinic	NP								
8	University of California, Los Angeles Neuropsychiatric & Behavioral Health Services	NP								

Firm Status: NP = Non Profit
P = For Profit
G = Governmental

*NOTE: Non-Profit firms and governmental institutions are not owned; hence, the data on percentage of ownership in firm by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.

COUNTY OF LOS ANGELES -- DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

ATTACHMENT E

CONTRACT RENEWAL AGREEMENTS FOR FYs 2004-2005, 2005-2006 AND 2006-2007

CONSULTANT SERVICES CONTRACTS

Contract Admin.	ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Agreement Terms	Fiscal Year Maximum Contract Amount FY 2004-2005	FY 2005-2006	FY 2006-2007
A. Wong	1	A Community of Friends 3345 Wilshire Boulevard, Suite #1000 Los Angeles, CA 90010 Dora Leong Gallo CEO	2	DMH-00892	3 Years	$ 152,300	$ 152,300	$ 152,300
A. Wong	2	Homes for Life Foundation 8939 S. Sepulveda Boulevard, Suite 506 Los Angeles, CA 90045 Carol M. Liess Executive Director	4	73660	3 Years	$ 131,900	$ 131,900	$ 131,900
M.Iyer	3	KPMG LLP 355 S. Grand Avenue, Suite 2000 Los Angeles, CA 90071 Don Fry Director	ALL	DMH-01038	3 Years	$ 98,264	$ 98,264	$ 98,264
A. Wong	4	California Mental Health Directors Association 2030 "J" Street Sacramento, CA 95814 Patricia Ryan Executive Director	ALL	DMH-00900	3 Years	$ 111,000	$ 111,000	$ 111,000
					TOTAL:	$ 493,464	$ 493,464	$ 493,464

CONTRACTOR

_____

Contract Number

_____

_____

Business Address:

_____

Reference Number

_____

Supervisorial District _____

CONSULTANT SERVICES AGREEMENT

TABLE OF CONTENTS

PARAGRAPH		PAGE
1.	TERM	1
2.	ADMINISTRATION	2
3.	DESCRIPTION OF SERVICES	2
4.	REIMBURSEMENT	2
5.	PAYMENT	3
6.	LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS	3
7.	COUNTY'S QUALITY ASSURANCE PLAN	4
8.	RECORDS AND AUDITS	4
9.	COUNTY AUDIT SETTLEMENTS	4
10.	NOTICE OF DELAYS	5
11.	FEDERAL ACCESS TO RECORDS	5
12.	REPORTS	5
13.	NONDISCRIMINATION IN EMPLOYMENT	6
14.	FAIR LABOR STANDARDS	7
15.	INDEMNIFICATION AND INSURANCE	7
16.	WARRANTY AGAINST CONTINGENT FEES	8
17.	CONFLICT OF INTEREST	9
18.	UNLAWFUL SOLICITATION	9
19.	INDEPENDENT STATUS OF CONTRACTOR	9
20.	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST	10
21.	CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS	10
22.	DELEGATION AND ASSIGNMENT	10
23.	SUBCONTRACTING	11
24.	GOVERNING LAW, JURISDICTION AND VENUE	13
25.	COMPLIANCE WITH APPLICABLE LAW	13
26.	THIRD PARTY BENEFICIARIES	14

PARAGRAPH PAGE

27. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES 14
28. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE 14
29. TERMINATION FOR CONVENIENCE 15
30. TERMINATION FOR INSOLVENCY 15
31. TERMINATION FOR DEFAULT 15
32. TERMINATION FOR IMPROPER CONSIDERATION 16
33. SEVERABILITY 16
34. CAPTIONS AND PARAGRAPH HEADINGS 16
35. ALTERATION OF TERMS 16
36. ENTIRE AGREEMENT 16
37. WAIVER 17
38. EMPLOYMENT ELIGIBILITY VERIFICATION 17
39. PUBLIC ANNOUNCEMENTS AND LITERATURE 17
40. AUTHORIZATION WARRANTY 17
41. RESTRICTIONS ON LOBBYING 18
42. CERTIFICATION OF DRUG-FREE WORK PLACE 18
43. COUNTY LOBBYISTS 18
44. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES 18
45. CHILD SUPPORT COMPLIANCE PROGRAM 18
46. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 19
47. USE OF RECYCLED-CONTENT PAPER PRODUCTS 19
48. CONTRACTOR'S RESPONSIBILITY AND DEBARMENT 19
49. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM 20
50. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 21
51. COMPLIANCE WITH JURY SERVICE PROGRAM 26
52. NOTICE TO EMPLOYEES REGARGING THE SAFELY SURRENDERED BABY LAW 27
53. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 28
54. NOTICES 28

Mental Health Service Area(s) ____ALL_____ Countywide ___

K: S___ U__X__
PO: A___ C___ F___ H__X__ M___

EXHIBITS

A PREAMBLE
B DESCRIPTION OF SERVICES
C CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
D SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
.E SAFELY SURRENDERED BABY LAW
F ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

AW C: BlankHomes for Life Agrmnt.04-05doc

CONTRACT NO _____

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____ by and between the County of Los Angeles (hereafter "County"), and

_____

_____

_____

(hereafter "Contractor")

Business Address:

_____

_____

_____

WHEREAS, County desires to obtain technical housing development consultation services from Contractor as described in this Agreement; and

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this Agreement; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, the services to be performed hereunder are of a professional or technical nature and are of a temporary nature; and

WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

A. "Day(s)" means calendar day(s) unless otherwise specified;

B. "Director" means County's Director of Mental Health or her authorized designee;

C. "DMH" means County's Department of Mental Health;

D. "State" means the State of California; and

WHEREAS, this Agreement is authorized by California Welfare and Institutions Code Section 5600 et seq., California Government Code Sections 23004, 26227 and 53703, and otherwise.

NOW, THEREFORE, Contractor and County agree as follows:

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2004 and shall continue in full force and effect through June 30, 2005.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than thirty days prior to the end of the Initial Period.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2005 and shall continue in full force and effect through June 30, 2006.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2006 and shall continue in full force and effect through June 30, 2007.

C. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 54 (NOTICES).

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

3. DESCRIPTION OF SERVICES: Contractor shall provide technical housing development consultation services as set forth in Exhibit A (Preamble) and Exhibit B (Description of Services).

4. REIMBURSEMENT:

A. County shall reimburse Contractor for all technical housing development consultation services described in Exhibit B at the flat rate of _____ XX/100 DOLLARS ($_____.00) per hour, or a lesser amount of such hourly rate as is billed by Contractor pursuant to Paragraph 5 (Payment). This hourly rate shall be paid for housing development consultants, architects, engineers, building inspectors, and other expert personnel who are employed by or are subcontractors of Contractor and who perform services as described in Exhibit B.

B. The Maximum Contract Amount for this Agreement shall not exceed _____ _____ DOLLARS ($_____) for each fiscal year. In no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder, nor shall Contractor's total billings exceed this amount. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 54 (NOTICES).

/

5. PAYMENT: County shall pay Contractor on an hourly rate basis, monthly in arrears, for technical housing development consultation services hereunder. The maximum hourly rate of reimbursement to Contractor is described in Paragraph 4 (REIMBURSEMENT). Contractor shall submit for payment a monthly billing to County and payment shall be subject to the following:

A. Each billing shall be submitted to DMH, Homeless and Housing Services Division, 550 South Vermont Avenue, Los Angeles, California 90020.

B. Total billings shall not exceed _____ DOLLARS ($_____) for each fiscal year.

C. Each billing shall be submitted with a complete and detailed description of each specific service billed, the number of hours worked, the identity and professional classification of the person(s) rendering this service, and any other information requested by DMH.

D. Contractor shall submit all payment documents described or referred to in this Agreement on or before _____.

E. If billings are not submitted as required by County, then payment shall be withheld until County is in receipt of complete and correct billings.

F. No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/temination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

6. LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in Paragraph 4 (REIMBURSEMENT), Subparagraph B of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

7. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

8. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its operations as they relate to the services provided under this Agreement in accordance with generally accepted accounting principles, and with all guidelines, standards, and procedures which may be provided by County to Contractor. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be furnished to Contractor by County upon request. Contractor shall also maintain accurate and complete records of all services provided by all professional and other personnel and other records of all services provided hereunder in sufficient detail to permit an evaluation and audit of the services provided under this Agreement. All such records shall be maintained by Contractor at a location in Los Angeles County during the term of this Agreement and for five years thereafter. During such retention period, all such records shall be made available during County's normal business hours to representatives of County and/or State governments for purposes of inspection, program review, and/or audit. In the event any records are located outside Los Angeles County, then Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

B. In the event that any audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within thirty days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement.

C. Failure on the part of Contractor to comply with any of the terms of this Paragraph 8 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

9. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County

conduct an audit of Contractor regarding the services provided hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then, the difference shall be: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at the sole discretion of Director, deducted from any amounts due by County to Contractor, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's Maximum Contract Amount, as set forth in Paragraph 4 (REIMBURSEMENT), be exceeded.

10. NOTICE OF DELAYS: Whenever County or Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall, within three business days, give notice thereof, including all relevant information with respect thereto, to the other party.

11. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

12. REPORTS:

A. Contractor shall make reports as required by Director or State regarding Contractor's activities and operation as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least thirty days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

B. Income Tax Withholding:

(1) If Contractor has not had a DMH contract in effect for at least the last three consecutive years, Contractor shall submit to DMH's Contracts Development and Administration Division the following reports showing timely payment of employees' Federal and State income tax

withholding. Further, Contractor shall provide these reports to DMH whenever requested by Director. These reports shall include, but are not limited to:

(a) Within ten days of filing with the Federal or State government, a copy of Contractor's Federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).

(b) Within ten days of each payment, a copy of a receipt for, or other proof of payment of, each employee's Federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

(2) Required submission of above quarterly and monthly reports by Contractor may be waived or discontinued by Director in writing based on Contractor's demonstration of prompt and appropriate payment of all its obligations. This Subparagraph B shall not apply to governmental agencies.

13. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Paragraph 13.

D. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

E. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 13 when so requested by Director.

F. Contractor shall comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 (29 United States Code Section 794). Policy and procedure guidelines

for such compliance are available to Contractor from the DMH's Personnel Division.

G. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

H. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph 13, 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.

14. 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.

15. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor agrees to indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (County) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.

B. Insurance: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to County and primary to and not contributing with any other insurance maintained by County. Certificates or other evidence of coverage and certified copy(ies) of additional insured endorsements shall be delivered to Department of Mental Health, Attention: Chief, Contracts Development and Administration Division prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain

express conditions that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Contractor to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

(1) Liability: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include, but not be limited to:

(a) General Liability: General liability insurance written on a commercial general liability policy Form CG 00 01 or its equivalent covering the hazards of premises/operations, contractual, independent contractors, advertising, products completed operations, broad form property damage, and personal injury with a combined single limit of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate with no exclusions.

(b) Business Automobile Liability: Form CA 00 01 or its equivalent, endorsed for all owned, non-owned and hired vehicles (involved in the provision of services under this Agreement) and non-owned automobile hazards with a combined single limit of ONE MILLION DOLLARS ($1,000,000) per occurrence.

(2) Professional Liability: (ERRORS & OMISSIONS) Insurance covering professional services which includes any service requiring State licensing as a professional or requiring in-depth, specialized knowledge not available to a member of the general public such as physicians, psychologists, drug counselors, attorneys, accountants, computer programmers, architects, engineers and surveyors with a limit of ONE MILLION DOLLARS ($1,000,000) per occurrence, TWO MILLION DOLLARS ($2,000,000) aggregate with no exclusions. The policy should be on a claims made form and shall be required to provide an extended two-year reporting period commencing upon termination of said Agreement. (Limits required for obstetricians, gynecologists, and surgeons should be a least TWO MILLION DOLLARS ($2,000,000) per occurrence, THREE MILLION DOLLARS ($3,000,000) aggregate.)

(3) Workers' Compensation: With statutory limits and employers' liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) per accident, ONE MILLION DOLLARS ($1,000,000) per employee for disease and ONE MILLION DOLLARS ($1,000,000) aggregate policy limit for all diseases.

16. WARRANTY AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon 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.

B. For breach or violation of this warranty, County shall have the right to immediately terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

17. CONFLICT OF INTEREST:

A. No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

18. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

19. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all

persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

D. Contractor shall provide to County an executed Contractor Employee Acknowledgement of Employer (Exhibit B) for each of its employees performing services under this Agreement. Such Acknowledgements shall be delivered to DMH's Contracts Development and Administration Division on or immediately after the commencement date of this Agreement, but in no event later than date any such employee first performs services under this Agreement.

20. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

21. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

22. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its rights under this Agreement, or both, either in whole or in part, without the prior written consent of County. Any prohibited delegation or assignment shall be null and void and shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to set off, recoupment, or other reduction for any claim which Contractor may have against County.

23. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 23. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(1) The reasons for the particular subcontract.

(2) A detailed description of the services to be provided by the subcontract.

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.

(5) A copy of the proposed subcontract which shall contain the following provision:

"This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(6) A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision:

"The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7)."

The Contractor will also be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

(7) Any other information and/or certifications requested by County.

C. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform, all work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 23 or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and/or other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any subcontractors or their officers, employees, and agents.

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 23, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for the Agreement, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be delivered to the Chief of DMH's Contracts Development and Administration Division on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

M. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or its officers, employees, and agents.

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 23, including, but not limited to, consenting to any subcontracting.

24. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

25. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA

standards, or directives.

26. THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

27. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

28. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE: Contractor shall prepare and submit to DMH's Contracts Development and Administration Division, an affidavit sworn to and executed by an authorized officer of Contractor, containing the following:

A. A statement indicating the form of Contractor's business organization (i.e., proprietorship, partnership, corporation, joint venture, or a combination thereof) and whether Contractor is for profit or non-profit.

B. A detailed statement indicating whether Contractor is totally or substantially owned by any other business organization(s), and if so, the name and address of each such business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization(s) that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement, and if so, the name and address of each such business organization and the specific nature of its business with Contractor.

D. If, during the term of this Agreement, the form of Contractor's business organization changes, or the majority ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify DMH's Contracts Development and Administration Division in writing detailing such changes thirty days prior to any such changes.

29. TERMINATION FOR CONVENIENCE: Any of the parties of this Agreement may terminate services by written notice to the other party and shall become effective (30) days from the date of the written notice, unless otherwise stated in the termination letter. Any party providing such termination shall not be liable or responsible for any liability, monetary or otherwise, resulting from any termination, in whole or in part, of that party's involvement in this Agreement. Termination shall be final and shall release the party from any further responsibility to provide service under the terms and conditions of this Agreement.

30. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 30 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

31. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A,

County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 31 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR IMPROPER CONSIDERATION: COUNTY may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the greement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

33. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

34. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

35. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Exhibits hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

36. ENTIRE AGREEMENT: The body of this Agreement; and Exhibits A through C, attached hereto and incorporated herein by reference; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and

all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A (Description of Services).
2. Exhibit B (Contractor Employee Acknowledgement of Employer).
3. Exhibit C (Subcontractor Employee Acknowledgement of Employer).

37. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

38. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

39. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles. Contractor shall not distribute any such announcements and literature without the prior written consent of the Director. Director shall have the sole and absolute right to grant or deny such consent.

40. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all

requirements of Contractor have been fulfilled to provide such actual authority.

41. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

42. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing.

43. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

44. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 44.

45. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program:

(1) Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

/

(2) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth under this Paragraph **45B** (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph **31** (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

46. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

47. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

48. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on

this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors of County Contractors.

49. <u>CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:</u> Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion

from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the OIG has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal healthcare program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a state license to practice a healthcare profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Service Exhibit F as part of its obligation under this Paragraph **49**.

Failure by Contractor to meet the requirements of this Paragraph **49** shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

50. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder,

including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in the body of this Agreement.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing,

employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.7 Terms used, but not otherwise defined, in this Paragraph 50 shall have the same meaning as those terms in the Privacy Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph 50. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Department of Mental Health's Chief Deputy Director, telephone number (213) 738-4108 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent

practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph 50.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an

accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COUNTY

3.1 Obligation of County. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Paragraph 50 shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered

Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph 50 shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph 50.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 50 is contrary to another provision of this Agreement, the provision of this Paragraph 50 shall control. Otherwise, this Paragraph 50 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 50 to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph 50 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph 50 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations."

51. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that's its

Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, " Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for period of time consistent with the seriousness of the breach..

52. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in Exhibit E of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

53. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

54. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: _____

_____

_____

_____

Attention: _____

To County: Department of Mental Health

Contracts Development and

Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, California 90020

Attention: Richard Kushi, Chief

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

AW:Homes for Life Agrmnt.04-05

COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.

- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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.

Personal Service Delivery
The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

CONSULTANT SERVICES AGREEMENT

EXHIBIT B

DESCRIPTION OF SERVICES

(Fiscal Years 2004-05, 2005-06 and 2006-07)

1. **GENERAL:** Contractor, a California non-profit corporation, shall provide and obtain the technical housing development consultation services necessary to assist DMH and certain other mental health service providers which have contracts with the County, to develop low-cost housing permanently devoted to homeless mentally ill persons in a variety of settings with support services focusing on the individual needs of the residents of this housing. Contractor shall also provide these entities with technical housing development consultation services to establish a method of funding deposits on sites and projects and to prepare proposals and applications for funding of the housing development projects on these sites.

   Contractor's technical housing development consultation services shall include:

   A. Providing technical assistance in the areas of site location, preparation of financial studies to determine feasibility of the project, identification of an application for funding from various private and public resources, loan packaging, governmental negotiation regarding zoning and permits, site acquisition, construction bidding, architectural design, architectural restoration and rehabilitation, and construction supervision for projects to serve the special needs of the mentally ill homeless.

   B. Developing each project through the predevelopment phase in collaboration with mental health service providers delivering mental health services to residents of designated projects.

   C. Developing management plans with mental health service providers, which identify the housing developer and the mental health service provider and the roles and the responsibilities of each.

Contractor shall be responsible for providing all clerical and secretarial support, any office space required, and all other expenses, including, but not limited to, transportation, telephone and supplies.

EXHIBIT B

DESCRIPTION OF SERVICES (Cont'd)

(Fiscal Years 2004-05, 2005-06 and 2006-07)

2. NAMES OF MENTAL HEALTH SERVICE PROVIDERS THAT WILL RECEIVE TECHNICAL ASSISTANCE:

The following mental health service providers have been identified as requesting Contractor to provide technical housing development consultation services for the following projects to assist them to develop low-cost permanent housing for their homeless mentally ill clients. All the following mental health service providers (other than LAC/DMH) have contracts with DMH to provide mental health services to the homeless mentally ill. In addition to the following projects, Contractor shall identify and provide technical housing development consultation services for other projects as approved in writing by Director.

NAME	PROJECT

CONSULTANT SERVICES AGREEMENT

EXHIBIT C

CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT TO EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County 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 during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any contract between my employer, _____ _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County's Department of Mental Health, attention to the Chief of Contracts Development and Administration Division, 550 South Vermont Avenue, Los Angeles, CA 90020.

RBLs C: Cnslt01-02HFL.doc

CONSULTANT SERVICES AGREEMENT

EXHIBIT D

SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT TO EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County 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 during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any subcontract between my employer, _____ _____, and any person or entity which has a prime contract with the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County's Department of Mental Health, attention to the Chief of Contracts Development and Administration Division, 550 South Vermont Avenue, Los Angeles, CA 90020.

RBLs C: CnsltO1-02HFL.doc

ATTACHMENT E

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

ATTACHMENT E

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Fiscal Intermediary Agreement's Paragraph 15 (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 healthcare 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 subcontractors 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 subcontractors 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 subcontractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or subcontractors exclusion or suspension under federally funded healthcare programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or subcontractors, barring it or its officers, employees, agents and/or subcontractors 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 _____

Attachment E-1a

CONSULTANT:

_____

CONTRACT NUMBER

Business Address:

_____

_____

Supervisorial District(s) _____ Mental Health Service Area(s)_____

AGREEMENT FOR CONSULTING SERVICES

TABLE OF CONTENTS

	PARAGRAPH	PAGE
1.0	APPLICABLE DOCUMENTS	1
2.0	SERVICES PROVIDED	2
3.0	TERM OF AGREEMENT	2
4.0	COMPENSATION	2
5.0	REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES	3
6.0	WARRANTY	4
7.0	INDEMNIFICATION AND INSURANCE	4
8.0	CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	5
9.0	CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	5
10.0	TITLE TO PROPERTY	6
11.0	TERMINATION OF AGREEMENT	6
12.0	LIMITATION OF COUNTY'S OBLIGATION TO NON-APPROPRIATION OF FUNDS	7
13.0	PROHIBITION AGAINST ASSIGNMENT AND DELEGATION	7
14.0	SUBCONTRACTING	7
15.0	CAPTIONS AND PARAGRAPH HEADINGS	7
16.0	WAIVER	8
17.0	GOVERNINIG LAW, JURISDICTION AND VENUE	8
18.0	CONFLICT OF INTEREST	8
19.0	COMPLETE AGREEMENT	8
20.0	MODIFICATION AND CHANGE NOTICES	8
21.0	INDEPENDENT CONTRACTOR STATUS	9
22.0	COUNTY LOBBYIST	9
23.0	ANTI-DISCRIMINATION	9
24.0	PROJECT PERSONNEL ARE AGENTS OF CONSULTANT	9
25.0	TERMINATION FOR IMPROPER CONSIDERATION	10
26.0	TERMINATION FOR DEFAULT	10
27.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT	11
28.0	CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT	11
29.0	CHILD UPPORT COMPLIANCE PROGRAM	11
30.0	AUTHORIZATION WARRANTY	12
31.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	12
32.0	USE OF RECYCLED-CONTENT PAPER PRODUCTS	12
33.0	CONSULTANT RESPONSIBILITY AND DEBARMENT	12

PARAGRAPH PAGE

34.0 CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM 13
35.0 CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 14
36.0 COMPLIANCE WITH JURY SERVICE PROGRAM 19
37.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 20
38.0 CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 20
39.0 NOTICES 21

SERVICE EXHIBIT(S)

A. PREAMBLE

B. STATEMENT OF WORK

C. FEE SCHEDULE

D. CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

E. EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

F. SAFELY SURRENDERED BABY LAW

G. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM

AGREEMENT FOR

CONSULTING SERVICES

This AGREEMENT for Services (hereafter "Agreement") is made and entered into this _____ day of _____, _____, by and between _____ with offices at _____ (hereafter "CONSULTANT") and the County of Los Angeles, on behalf of its Department of Mental Health, with offices at 550 South Vermont Avenue, Los Angeles, California 90020 (hereafter the "COUNTY").

RECITALS

WHEREAS, the COUNTY has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a CONSULTANT to the COUNTY in the field of _____ _____; and

WHEREAS, CONSULTANT is specifically trained and possesses the skills, experience, education and competency to develop models for _____ _____; and

WHEREAS, the COUNTY desires to engage CONSULTANT for such special services upon the terms provided in this Agreement; and

WHEREAS, the COUNTY is authorized by Government Code Section 31000 to contract for such special services, including those contemplated herein; and

WHEREAS, the services are of an extraordinary professional and technical nature and the services are of a temporary nature.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties contained herein, it is agreed by and between COUNTY and CONSULTANT as follows:

1.0 APPLICABLE DOCUMENTS:

Exhibits A, B, C, D., E, and F are attached to and form a part of this Agreement. Any reference throughout the base agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning or provisions between the base agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base agreement, and then to the exhibits according to the following priority:

1. Exhibit A-- Preamble

2. Exhibit B- Statement of Work

2. Exhibit C- Fee Schedule

3. Exhibit D- CONSULTANT Acknowledgement and Confidentiality Agreement

4. Exhibit E- CONSULTANT Employee Acknowledgement and Confidentiality Agreement

5. Exhibit F- Safely Surrendered Baby Law Fact Sheet

6. Exhibit G - Attestation Regarding Federally Funded Programs

2.0 SERVICES PROVIDED:

CONSULTANT shall provide services to COUNTY as set forth in Exhibit B (Statement of Work) which is attached hereto and incorporated by reference as though fully set forth herein.

3.0 TERM OF AGREEMENT:

The period of this Agreement shall commence on _____ and shall continue in full force and effect through _____. This Agreement shall be automatically renewed for the next two fiscal years without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the initial period and gives written notice to the other party not less than thirty days prior to the end of the initial period.

3.1 Six Months Notification of Agreement Expiration: CONSULTANT shall notify COUNTY when this Agreement is within six (6) months of expiration. CONSULTANT shall send such notice to those persons and addresses which are set forth in Paragraph 39 (NOTICES).

4.0 COMPENSATION:

In consideration of the performance by CONSULTANT in a manner satisfactory to COUNTY of the services described in Exhibit B, CONSULTANT shall be paid in accordance with the Fee Schedule set out in Exhibit C. Total compensation for all services furnished hereunder shall not exceed the sum of _____ Dollars ($_____) for Fiscal Year (FY), 2004-05, _____ Dollars ($_____) for FY 2005-06 and _____ Dollars ($_____) for FY 2006-07. Notwithstanding such limitation of funds, CONSULTANT agrees to satisfactorily complete all work specified in Exhibit B. To request payment, CONSULTANT shall present to COUNTY's Project Manager monthly invoices in arrears accompanied by a statement of the number of hours worked by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in format satisfactory to COUNTY's Project Manager or his/her designated representative.

The Maximum Contract Amount for this Agreement shall not exceed _____ _____ Dollars ($_____) for each of the following FYs 2004-05, 2005-06 and 2006-07. In no event shall COUNTY pay CONSULTANT more than this Maximum Contract Amount for Consultant's performance hereunder. Furthermore, CONSULTANT shall

inform COUNTY when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. CONSULTANT shall send such notice to those persons and addresses which are set forth in Paragraph 39 (NOTICES). Payment to CONSULTANT shall be only upon written approval of the invoice and report by COUNTY's Project Manager or his/her designated representative.

CONSULTANT shall submit invoices to:

County of Los Angeles
Department of Mental Health
Children's System of Care
550 South Vermont Avenue
Los Angeles, CA 90020
Attn: _____
Project Manager

4.1 No Payment for Services Provided Following Expiration/Termination of Contract: CONSULTANT shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONSULTANT after the expiration or other termination of this Agreement. Should CONSULTANT receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY'S right to recover such payment from CONSULTANT. This provision shall survive the expiration or other termination of this Agreement.

4.2 BUDGET REDUCTIONS: In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Agreements, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONSULTANT under the Agreement. The COUNTY's notice to the CONSULTANT regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The CONSULTANT shall continue to provide all of the services set forth in the Agreement.

5.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

5.1 COUNTY's Project Manager:

CONSULTANT shall report to COUNTY's Project Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the

approval of all invoices submitted hereunder by CONSULTANT, and final acceptance of all documentation and work.

Upon advance approval of the COUNTY Project Manager, COUNTY may provide CONSULTANT with reasonable use of certain COUNTY resources, such as reasonable clerical support and use of COUNTY facilities, as determined by the COUNTY Project Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of COUNTY resources by CONSULTANT shall not relieve CONSULTANT of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to COUNTY, and shall not affect CONSULTANT's status as an independent consultant. COUNTY's Project Manager shall be: _____.

5.2 CONSULTANT's Project Manager:

CONSULTANT's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of CONSULTANT's resources, submission of invoices, and resolution of any questions/disputes. CONSULTANT's Project Manager shall be: _____.

6.0 WARRANTY:

CONSULTANT represents and warrants that all work, deliverables, and other services provided to COUNTY shall be of professional quality, will be provided as required by this Agreement, and will be free from any material defects, errors, or omissions.

7.0 INDEMNIFICATION AND INSURANCE:

7.1 Indemnification:

CONSULTANT agrees to indemnify, defend, and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to CONSULTANT's operations or its services, which result from bodily injury, death, personal injury, or property damage, including damage to CONSULTANT's property or property in the care, custody, or control of CONSULTANT, arising from or connected with CONSULTANT's operations or services hereunder.

7.2 Insurance:

Without limiting CONSULTANT's indemnification of COUNTY and during the term of this Agreement, CONSULTANT shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to COUNTY and shall be primary to and not contributing with any other insurance maintained by COUNTY. Certificate(s) or other evidence of coverage shall be delivered to **Department of Mental Health Chief, Contracts Development and Administration Division, 550 South**

Vermont, Los Angeles, CA 90020 prior to commencing services under this Agreement, shall specifically identify this Agreement and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONSULTANT to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

7.3 Liability:

Such insurance shall be endorsed naming the County of Los Angeles Department of Mental Health as an additional insured and shall include:

A. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent consultants, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than ONE MILLION Dollars ($1,000,000) per occurrence.

If written with an annual aggregate limit, the policy limit shall be three times the above required occurrence limit. If written on a claim made form, CONSULTANT shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

B. Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than ONE MILLION Dollars ($1,000,000) per occurrence.

7.4 Worker's Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar ($1,000,000) limit, covering all persons the CONSULTANT is legally required to cover.

8.0 CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY GREEMENT:

CONSULTANT shall provide to COUNTY an executed CONSULTANT Acknowledgement and Confidentiality Agreement (Exhibit D) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, Chief, Contracts Development and Administration Division, 550 South Vermont Avenue, Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the CONSULTANT first performs work under this Agreement.

9.0 CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:

CONSULTANT shall maintain on file an executed CONSULTANT Employee Acknowledgement and Confidentiality Agreement (Exhibit E) for each individual who performs work under this

Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

10.0 TITLE TO PROPERTY:

COUNTY and CONSULTANT agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the CONSULTANT pursuant to performance under this Agreement, are the sole property of the CONSULTANT.

COUNTY and CONSULTANT agree that all data, including enhancements and modifications of the data, generated during the course of this agreement shall remain the sole property of the COUNTY.

CONSULTANT further agrees that any documentation or technical materials provided by COUNTY or generated by COUNTY or CONSULTANT during the course of CONSULTANT's performance pursuant to this Agreement shall not be reproduced or disclosed without the prior written consent of COUNTY's Project Manager.

11.0 TERMINATION OF AGREEMENT:

11.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONSULTANT specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than five (5) business days after the notice is sent. Such termination shall be without liability to COUNTY other than payment for work already rendered up to the date of termination. COUNTY shall pay CONSULTANT the reasonable value for such work not to exceed the maximum sum due under this Agreement.

11.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONSULTANT shall:

A. Stop work under this Agreement on the date and to the extent specified in such notice;

B. Transfer title and deliver to COUNTY all completed work and work in process; and

C. Complete performance of such part of the work as shall not have been terminated by such notice.

11.3 Notwithstanding any other provision of this Agreement, the failure of CONSULTANT to comply with the terms of this Agreement or any directions by or on

behalf of COUNTY issued pursuant thereto, may constitute a material breach hereof, thereby justifying immediate termination or suspension of this Agreement.

CONSULTANT shall maintain accurate and complete financial records of its activities and operations relating to this Agreement and, for a period of four (4) years after termination or final settlement under this Agreement, CONSULTANT shall make available to COUNTY, all of its books, records, documents or other evidence bearing on the costs and expenses of CONSULTANT under this Agreement with respect to CONSULTANT's work hereunder. All such material shall be maintained by CONSULTANT at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONSULTANT shall pay COUNTY for travel, per diem, and other cost incurred by COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location./

12.0 LIMITATION OF COUNTY'S OBLIGATION TO NON-APPROPRIATION OF FUNDS:

12.1 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONSULTANT's performance hereunder or by any provision of this Agreement during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Agreement. If COUNTY's Board of Supervisors fails to appropriate funds for this Agreement then this Agreement shall terminate as of June 30 of the last year for which funds were appropriated.

12.2 In the event that COUNTY's Board of Supervisors adopts a budget policy for any fiscal year which requires reductions in permissible payments hereunder, or cancellation of COUNTY contracts, this Agreement shall be subject to such policy.

12.3 In the event of the imposition of such budgetary constraints, CONSULTANT agrees to limit its performance, and its corresponding requirements for compensation, to work remaining under this Agreement as determined by COUNTY's Project Manager.

13.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

This is a personal services agreement and CONSULTANT shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of COUNTY. Any unapproved assignment or delegation shall be null and void.

14.0 SUBCONTRACTING:

No performance of this Agreement or any portion thereof maybe subcontracted by CONSULTANT without the express written consent of COUNTY, and any other subcontract shall be null and void and shall constitute a breach of the terms of this Agreement.

15.0 CAPTIONS AND PARAGRAPH HEADINGS:

Captions and paragraph headings used throughout this Agreement, including all exhibits, are for convenience only and are not a part of the Agreement and shall not be used in constructing the Agreement.

16.0 WAIVER:

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

17.0 GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONSULTANT agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

18.0 CONFLICT OF INTEREST:

No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or CONSULTANT economic dependent of such employee, shall be employed in any capacity by or have any direct or indirect financial interest in this Agreement. No officer or employee of CONSULTANT who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services. CONSULTANT shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONSULTANT warrants that it is not now aware of any facts which create a conflict of interest. If CONSULTANT hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

19.0 COMPLETE AGREEMENT:

The body of this Agreement, and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

20.0 MODIFICATION AND CHANGE NOTICES:

20.1 For any change which affects the scope of work, period of performance, payments, or any term or condition included in this Agreement, a negotiated written Modification to this Agreement shall be prepared and executed by COUNTY's Project Manager and CONSULTANT.

20.2 For any change which does not affect the scope of work, period of performance,

payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the COUNTY's Project Manager and CONSULTANT.

21.0 INDEPENDENT CONSULTANT STATUS:

It is understood and agreed, and it is the intention of the parties hereto, that CONSULTANT is an independent consultant and not the employee, agent, joint venturer, or partner or COUNTY for any purpose whatsoever. CONSULTANT shall be solely liable and responsible for the payment of any and all Federal, State or local taxes which may be or become due as a result of CONSULTANT's engagement under this Agreement.

22.0 COUNTY LOBBYIST:

CONSULTANT, and each County lobbyist or County lobbying firm as defined in COUNTY Code Section 2.160.010 retained by CONSULTANT, shall fully comply with COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of CONSULTANT or any County lobbyist or County lobbying firm retained by CONSULTANT to fully comply with COUNTY's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which COUNTY may immediately terminate or suspend this Agreement.

23.0 ANTI-DISCRIMINATION:

CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries or holding companies, are and will be treated equally by CONSULTANT without regard to or because or race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. CONSULTANT certifies and agrees that it will deal with its subconsultants, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. CONSULTANT shall allow COUNTY access to its employment records during regular business hours to verify compliance with these provisions when so requested by COUNTY. If COUNTY finds that any of these provisions have been violated, such violation shall constitute a material breach of contact upon which COUNTY may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by COUNTY of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by COUNTY of such violation.

CONSULTANT and COUNTY agree that in the event of a violation by CONSULTANT of the antidiscrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of Two Thousand Dollars ($2,000.00) pursuant to California Civil Code Section 1671 as damages in lieu of canceling, terminating, or suspending this Agreement.

24.0 PROJECT PERSONNEL ARE AGENTS OF CONSULTANT:

CONSULTANT represents and warrants that all individuals performing work under this Agreement including, but not limited to, the individuals listed in Exhibit C hereto, and their agents and subconsultants, are fully authorized agents of CONSULTANT for all purposes of this

Agreement, and have actual and full authority to perform all activity and work related to this Agreement on behalf of CONSULTANT.

25.0 TERMINATION FOR IMPROPER CONSIDERATION:

COUNTY may, by written notice to CONSULTANT, immediately terminate the right of CONSULTANT to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONSULTANT, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determination with respect to CONSULTANT's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONSULTANT as it could pursue in the event of default by CONSULTANT.

CONSULTANT shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

26.0 TERMINATION FOR DEFAULT:

County may, by written notice of default to CONSULTANT, terminate this Agreement immediately in any one of the following circumstances:

If, as determined in the sole judgment of County, CONSULTANT fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

If, as determined in the sole judgment of County, CONSULTANT fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided in Sub- paragraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and CONSULTANT shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

The rights and remedies of County provided in this Paragraph 26.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

/

/

27.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST:

Should CONSULTANT require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONSULTANT shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

28.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT:

Should CONSULTANT require additional or replacement personnel after the effective date of this Agreement, CONSULTANT shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet CONSULTANT 's minimum qualifications for the open position. The COUNTY will refer GAIN participants by job category to the CONSULTANT.

29.0 CHILD SUPPORT COMPLIANCE PROGRAM:

A. Consultant's Warranty of Adherence to County's Child Support Compliance Program:

(1) Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

(2) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth under this Paragraph **29B** (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph **26** (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code

Chapter 2.202.

30.0 AUTHORIZATION WARRANTY:

CONSULTANT represents and warrants that the person executing this Agreement on its behalf is an authorized agent who has actual authority to bind CONSULTANT to each and every term, condition, and obligation of this Agreement and that all requirements of CONSULTANT have been fulfilled to provide such actual authority.

31.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

CONSULTANT shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

32.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the CONSULTANT agrees to use recycled-content paper to the maximum extent possible on the Project.

33.0 CONSULTANT RESPONSIBILITY AND DEBARMENT:

The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

A. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible consultants.

B. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Agreements which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Consultant may have with the County.

C. The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation

created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

E. The Consultant Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Consultant Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subconsultants of County Consultants.

34.0 CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Consultant hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Consultant will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Consultant or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Consultant or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the OIG has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of

controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal healthcare program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subconsultants or its significant business transactions; (6) loss of a state license to practice a healthcare profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Consultant shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Consultant or its staff members from such participation in a Federally funded health care program. Consultant shall provide the certification set forth in Service Exhibit G as part of its obligation under this Paragraph **34**.

Failure by Consultant to meet the requirements of this Paragraph **34** shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

35.0 CONSULTANT'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Consultant (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the

release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in the body of this Agreement.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.7 Terms used, but not otherwise defined, in this Paragraph **35** shall have the same meaning as those terms in the Privacy Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform

the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph **35**. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subconsultants that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Department of Mental Health's Chief Deputy Director, telephone number (213) 738-4108 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph **35**.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal

Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subconsultants. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COUNTY

3.1 Obligation of County. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Paragraph **35** shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subconsultants or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph **35** shall confer upon any

person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subconsultants and Agents. Business Associate shall require each of its agents and subconsultants that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subconsultant to comply with all the terms of this Paragraph **35**.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph **35** is contrary to another provision of this Agreement, the provision of this Paragraph **35** shall control. Otherwise, this Paragraph **35** shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph **35** to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph **35** shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph **35** from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations."

36.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Consultant Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that's its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, " Consultant" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Consultant. "Full-time" means 40 hours or

more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the County under the Agreement, the subconsultant shll also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shll have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

(4) Consultant's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Consultant from the award of future County Agreements for period of time consistent with the seriousness of the breach..

37.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The CONSULTANT shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

38.0 CONSULTANT'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The CONSULTANT acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONSULTANT understands that it is the COUNTY's policy to encourage all COUNTY CONSULTANTS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONSULTANT'S place of business. The CONSULTANT will also encourage its subconsultants,

if any, to post this poster in a prominent position in the subconsultant's place of business. The COUNTY's Department of Children and Family Services will supply the CONSULTANT with the poster to be used.

39.0 NOTICES:

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses:

If to COUNTY:

County of Los Angeles
Department of Mental Health
Adult Systems of Care
550 S. Vermont Avenue
Los Angeles, California 90020
Attn: _____
Project Manager

If to CONSULTANT:

_____
_____
_____
Attn: _____
Project Manager

Addressees may be changed upon ten (10) calendar days prior written notice to the other party.

/
/
/
/
/
/
/
/
/
/
/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Consultant has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____

MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____

CONSULTANT

By _____

Name _____

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____

Chief, Contracts Development and
Administration Division

AW CMHDA Agrmnt.04-05

ATTACHMENT A

COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.

- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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.

Personal Service Delivery
The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

EXHIBIT B

CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION
STATEMENT OF WORK

As a statewide organization, California Mental Health Directors Association (CMHDA) is in a unique position to identify and hire individuals with relevant expertise and content knowledge to serve as consultants. CMHDA identifies potential consultant(s), notifies counties, arranges a telephone conference between the county representative and potential consultant(s) to ensure that the consultants' skills can effectively meet the county's needs, and as appropriate, arranges for the necessary consultation.

Counties subsequently use the CMHDA Consultants for assistance in developing and implementing the new systems necessary to meet local/state/federal mandates as well as competitive demands of the healthcare market. The Department of Mental Health (DMH) will use consultation and technical assistance from CMHDA consultants on a variety of systems change issues including, but not limited to:

- Reviewing recommended changes and making informed suggestions as to the most effective means to improve the existing client data management information system used for billing, service tracking, statistics and clinical oversight;
- Drawing on the expertise of CMHDA as they provide technical guidance in the integration of the old information technology system with the development and implementation of a new information technology system;
- Performing appropriate transition planning for selection and implementation of a new management information system;
- Providing recommendations for the development and implementation of a coordinated quality improvement/quality management approach;
- Developing strategies to meet new mandates and needs identified by local communities; and
- Reviewing and providing technical advise in resolving organizational issues critical to system change and development.

The CMHDA Consultant's work will be performed on-site, via telephone, facsimile, and E-mail to DMH Headquarters on 550 South Vermont Avenue, Los Angeles. Quarterly telephone conferences between Project Managers will provide DMH with progress reports on consultation services completed and those in process.

EXHIBIT C

CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION (CMHDA)
CONSULTING SERVICES AGREEMENT

FEE SCHEDULE

- 600 HOURS @ $185.00/HOUR = $1111,000
  (For Direct Consultation Services) For Fiscal Year 2004-05

- 600 HOURS @ $185.00/HOUR = $111,000
  (For Direct Consultation Services) For Fiscal Year 2005-06

- 600 HOURS @ $185.00/HOUR = $111,000
  (For Direct Consultation Services) For Fiscal Year 2006-07

EXHIBIT D

CONSULTANT ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

CONSULTANT _____

CONTRACT NUMBER _____

CONSULTANT ACKNOWLEDGEMENT:

I understand and agree that I am an independent contractor and 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.

CONFIDENTIALITY AGREEMENT:

(You may be involved with work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to proprietary information supplied by the County of Los Angles or 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, mental health, criminal and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this agreement as a condition of your work for the County. Please read this agreement and take 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 with the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the County Project Manager.

/

EXHIBIT D

CONSULTANT ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT
(Continued)

I agree to keep confidential all financial, 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, County 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 County employees who have a need to know the information. I agree that if proprietary information supplied by the County or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the County Project Manager any and all violations of this contract by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the County Project Manager upon completion of termination of this contract.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME: _____ DATE: _____
(Signature)

NAME: _____

POSITION: CONSULTANT

EXHIBIT E

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSULTANT NAME _____

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that I am an employee and 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 Agreement. 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.

CONFIDENTIALITY AGREEMENT:

(You may be involved with work pertaining to services provided by Mental Health Association in Los Angeles County (MHA) and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from MHA. In addition, you may also have access to proprietary information supplied by MHA or by other vendors doing business with MHA. MHA has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, mental health, criminal and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this agreement as a condition of your work MHA. Please read this agreement and take 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 Agreement with MHA. I agree to forward all requests for the release of any data or information received by me to the CONSULTANT Project Manager.

I agree to keep confidential all financial, health, criminal and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from MHA, design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than

EXHIBIT E

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
(Continued)

County employees who have a need to know the information. I agree that if proprietary information supplied by the MHA or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the CONSULTANT Project Manager any and all violations of this Agreement by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the CONSULTANT Project Manager upon completion of termination of this Agreement.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

BY: _____ DATE: _____
(Employee Signature)

NAME: _____

ATTACHMENT F

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However. hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Fiscal Intermediary Agreement's Paragraph 15 (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 healthcare 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 subcontractors 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 subcontractors 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 subcontractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or subcontractors exclusion or suspension under federally funded healthcare programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or subcontractors, barring it or its officers, employees, agents and/or subcontractors 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 _____

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION

CONTRACTING WITH MINORITY/WOMEN-OWNED FIRMS
PERCENTAGE OF OWNERSHIP IN FIRM

CONSULTANT SERVICES CONTRACTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	CMHDA	G								
2	Community of Friends	NP								
3	Homes for Life	NP								
4	KPMG LLP	P	.60	.10	1.90	0	2.8	1	82.80	10.80

Firm Status: NP = Non Profit
P = For Profit
G = Governmental

*NOTE: Non-Profit firms and governmental institutions are not owned; hence, the data on percentage of ownership in firm by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.

CTA:Minority-women owned firms Attachment