

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

June 06, 2012

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

47 June 6, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZATION TO RENEW SUBCONTRACT AGREEMENT
BETWEEN VENICE FAMILY CLINIC AND EDMUND D. EDELMAN WESTSIDE MENTAL HEALTH
CENTER – COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
FOR FISCAL YEAR 2012-13
(THIRD SUPERVISORIAL DISTRICT)
(3 VOTES)**

SUBJECT

Request authorization to renew Subcontract Agreement between Venice Family Clinic and Edmund D. Edelman Westside Mental Health Center – County of Los Angeles Department of Mental Health for one year with four automatic one-year renewal periods with the initial period to commence July 1, 2012, through June 30, 2013.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute the renewal of a Subcontract Agreement for the Supportive Housing Program for the Santa Monica Dually Diagnosed Project between Venice Family Clinic (Contractor) and Edmund D. Edelman Westside Mental Health Center, County of Los Angeles Department of Mental Health (Subcontractor), effective July 1, 2012, through June 30, 2013, with four automatic one-year renewal periods. The Agreement format is substantially similar to Attachment A. Edmund D. Edelman Westside Mental Health Center provides mental health services to homeless dually diagnosed adults of Venice Family Clinic at a total cost of \$102,000. Department of Mental Health (DMH) is

reimbursed for these services by Venice Family Clinic utilizing the United States Department of Housing and Urban Development (HUD) Grant funds.

2. Authorize the Director, or his designee, to prepare and execute amendments to this Agreement, provided that: 1) County and Contractor may, by written amendments, expand/reduce programs or services and revise the applicable contracted rate; and 2) the Director of Mental Health shall notify your Board of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval for the renewal of this Subcontract Agreement is necessary as it expires on June 30, 2012, and will ensure continuation of mental health services to the homeless dually diagnosed adults identified by the Contractor.

Implementation of Strategic Plan Goals

The recommended Board actions support County Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The amount of this Subcontract with Venice Family Clinic is \$102,000 for Fiscal Year (FY) 2012-13 funded by the Contractor's agreement with the 2010 HUD Supportive Housing Program Renewal Grant Agreement. The Contractor will reimburse DMH for mental health services provided by Edmund D. Edelman Westside Mental Health Center. Sufficient appropriation and revenue for this Agreement is included in the Department's FY 2012-13 Recommended Budget. Appropriation and revenue for future fiscal years will be requested through the Department's annual budget request process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contractor, Venice Family Clinic, located at 604 Rose Avenue, Venice, CA 90291, has entered into an Agreement with HUD, Project Number CA16B100056, to provide outreach, case management, mental health, and medical services to homeless dually diagnosed adults.

In order to fulfill its obligations under the HUD contract, Contractor has engaged Edmund D. Edelman Westside Mental Health Center, in Supervisorial District 3, as a Subcontractor to provide mental health services, medical support, crisis intervention, case management, and outreach services to its clients.

The Honorable Board of Supervisors

6/6/2012

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The Subcontract Agreement format has been approved as to form by County Counsel. Clinical and administrative staff of DMH will also continue to administer and supervise the Agreement, evaluate programs to ensure that quality services are being provided to clients, and ensure that Agreement provisions and Departmental policies are being followed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Upon Board approval, renewal of this Agreement will allow DMH, as Subcontractor, to continue to provide uninterrupted mental health services to clients of Venice Family Clinic.

Respectfully submitted,

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

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:RK:yl

Enclosures

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

**SUBCONTRACT AGREEMENT FOR THE SUPPORTIVE HOUSING PROGRAM
FOR THE SANTA MONICA DUALY DIAGNOSED PROJECT**

THIS SUBCONTRACT AGREEMENT is made and entered into this _____ day of _____ 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:

PREAMBLE

For over 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 Mission to enrich lives through effective and caring service and 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.

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- 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, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

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The County, its clients, contracting partners, and the community will continue to work together to develop 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

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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 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, 2012 and expire on June 30, 2013, 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 EXHIBIT 1.

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.

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- 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 I, shall be adjusted to the Board of Supervisors' approved rates in accordance with Subparagraph 14.1.
- 4.5 The maximum obligation of CONTRACTOR to SUBCONTRACTOR under this Subcontract Agreement may not exceed \$ _____ for Fiscal Year 2012-13 (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 45 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:

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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 than \$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

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.

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(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.

16.0 FORCE MAJEURE:

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

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet its obligations under this agreement. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

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 or his designee, 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.

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 FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 611 W. 6th Street
 Suite 800
 Los Angeles, CA 90017

Grant Number: CA0460B9D001003
 Project Name: CA-600 - REN - Santa Monica Dual Diagnosis Project
 Total Award Amount: \$284,842
 Component: SSO
 Recipient: Venice Family Clinic
 Official Contact Person and Title: Elizabeth Benson Forer, Chief Executive Officer
 Telephone Number: (310) 664-7901
 Fax Number: (310) 396-8279
 E-mail Address: EForer@mednet.ucla.edu
 EIN/Tax ID Number: 95-2769432
 DUNS Number: 114434020
 Effective Date: _____
 Project Location(s): _____

2010 SUPPORTIVE HOUSING PROGRAM RENEWAL GRANT AGREEMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and the Recipient, which is described in section 1 of Attachment A, attached hereto and made a part hereof.

The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment B, and the Notice of Funding Availability (NOFA), that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA, which was published June 11, 2010, at 75 FR 33323, and the second part was the Continuum of Care Homeless Assistance Programs section of the NOFA, which is located at <http://www.hud.gov/offices/adm/grants/nofa10/grpcoc.cfm>. The term "Application" means the application submission on the basis of which HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions, on the basis of which HUD approved a grant. The Application is incorporated herein as part of this Agreement, however, in the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the term specified at section 3 of Attachment A.

The Recipient must provide a 25 percent cash match for supportive services.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

The Recipient agrees to draw grant funds at least quarterly.

For any project funded by this grant, which is also financed through the use of the Low Income Housing Tax Credit, the following applies:

HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty-year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of the Attachment A provisions, noncompliance with the Act or Attachment B provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities; or
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or

- (e) reduce or recapture the grant; or
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute Recipient of HUD's choosing; or
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of eligible activity to another without the prior written approval of HUD. The effective date of this Grant Agreement shall be the date of execution by HUD, except with prior written approval by HUD.

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: William Vasquez 4/26/11
Signature and Date

William Vasquez
Print name of signatory

Director
Title

RECIPIENT

Venice Family Clinic
Name of Organization

By: Elizabeth Benson Forer
Authorized Signature and Date

Elizabeth Benson Forer
Print name of signatory

Chief Executive Officer
Title

ATTACHMENT A

1. The Recipient is Venice Family Clinic:
2. HUD's total fund obligation for this project is \$284,842, which shall be allocated as follows:
 - a. Leasing \$0
 - b. Supportive services \$271,279
 - c. Operating costs \$0
 - d. HMIS \$0
 - e. Administration \$13,563

3. Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement or, if the original Grant Agreement was amended to extend its term, the term of this agreement shall run from the end of the extension of the original Grant Agreement term for a period of twelve (12) months. Eligible costs, as defined by the Act and Attachment B, incurred between the end of Recipient's final operating year under the original Grant Agreement, or extension thereof, and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this Renewal Grant.

**REVENUE SUBCONTRACT AGREEMENT
EXHIBIT I**

FY 2012-13

SUBCONTRACTOR: COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
Edmund D. Edelman
Westside Mental Health Center

PERIOD: July 1, 2012 through June 30, 2013

MODE CATEGORY	SFC	DESCRIPTION	SERVICE UNIT	RATE
15	01-09	Targeted Case Management	Minute	\$ 2.76
15	10-19/30-59	Mental Health Services	Minute	\$ 3.52
15	60-69	Medication Support Services	Minute	\$ 6.97
15	70-79	Crisis Intervention	Minute	\$ 5.61
45	10-19	Outreach Services-Mental Health Promotion	Staff Hour	\$ 139.84
45	20-29	Outreach Services-Community Client Services	Staff Hour	\$ 139.84