COUNTY OF LOS ANGELES

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BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.info

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

June 9, 2005

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

55 JUN 21 2005

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 139 SPECIALIZED AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Department of Mental Health's (DMH) renewal of the following 139 specialized agreements:

   A. Fifty-six (56) Pharmacy Agreements, as listed in Attachment A.

   B. Eleven (11) Community Care Residential Facility (CCRF) Agreements, as listed in Attachment B.

   C. Two (2) Out-of-State Child Placement Mental Health Services Agreements, as listed in Attachment C.

   D. One (1) Services Agreement with Lifesigns, Inc., as listed in Attachment D.

   E. Two (2) State Hospital Escort Services Agreements, as listed in Attachment E.

   F. Three (3) agreements between the County of Los Angeles DMH and school districts, as listed in Attachment F.

   G. One (1) Affiliation Agreement for Forensic Fellows Services with the University of Southern California (USC), as listed in Attachment G.

H. Sixty-two (62) Services Agreements for the Clinical Assessment Programs with the County of Los Angeles, as listed in Attachment H.

I. One (1) Revenue Subcontract Agreement for the Supportive Housing Program for the Santa Monica Dually Diagnosed Project between the County of Los Angeles DMH, on behalf of Edmund D. Edelman Westside Mental Health Center, and Venice Family Clinic, as listed in Attachment I.

Funding, which is detailed under the Fiscal Impact/Financing section, for a total of 139 renewals of specialized agreements is included in DMH's Fiscal Year (FY) 2005-2006 Proposed Budget.

2. Instruct the Director of Mental Health or his designee to prepare, sign, and execute agreements, substantially similar to Attachments A-1, B-1, C-1, D-1, E-1, F-1, G-1, H-1, and I-1, between the County and specified contractors, in accordance with Attachments A, B, C, D, E, F, G, H, and I.

3. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to the previously mentioned multiple 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 a contractor under each Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable revised contracted 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 Officer (CAO) or their designee is obtained prior to any such Amendment; 5) County and Contractor may by written Amendment reduce programs or services and revise the applicable contracted rate or 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, 2005, expiration date of these agreements, and the renewal of these agreements is required to continue the provision of services without interruption.

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. Renewing these agreements will ensure the uninterrupted continued provision of services, and that contractors are in compliance with all mandated provisions required in County contracts and will continue to promote the collaborative partnership between government and community agencies.

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The specific financing of these 139 agreements is as follows:

1) Pharmacy Agreements: The renewal of 56 Pharmacy Agreements will be funded with Sales Tax Realignment funds in the amount of $30,120,000, which are included in DMH's FY 2005-2006 Proposed Budget. The County reimburses each contractor at the rate of 0.85 of the Average Wholesale Price (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 2006-2007, 2007-2008, 2008-2009, and 2009-2010 will be requested through DMH's annual budget process. There is no MCA for these 56 agreements.

2) CCRF Agreements: The renewal of 11 CCRF Agreements will be funded with Sales Tax Realignment funds in the amount of $2,297,000, which are included in DMH's FY 2005-2006 Proposed Budget. DMH funds the Interim Funding (IF) Program from an allocation pool, which reimburses facility operators at the board and care rate established by California State Department of Social Services (SDSS) for a client's room and board and personal and Incidental (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 2006-2007 and 2007-2008 will be requested through DMH's annual budget process. There is no MCA for these 11 agreements.

3) Out-Of-State Child Placement Mental Health Services Agreements: The renewal of two (2) 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, cost-of-living, and negotiated rates with other counties, public and private agencies, and insurance companies. These agreements will be funded with Individuals with Disabilities Education Act (IDEA) funds in the amount of $4,841,000, which are included in DMH's FY 2005-2006 Proposed Budget. Funding for FYs 2006-2007 and 2007-2008 will be requested through DMH's annual budget process. There is no MCA for these two (2) agreements.

4) Services Agreement: The renewal of one (1) Services Agreement with Lifesigns, Inc. will be funded with $50,000 of Sales Tax Realignment funds, which are included in DMH's FY 2005-2006 Proposed Budget. Funding for FYs 2006-2007 and 2007-2008 will be requested through DMH's annual budget process. Sign language services are paid in accordance with a Payment Schedule at an hourly negotiated rate with a minimum of two (2) hours for scheduled services and at another negotiated rate for emergency services. There is no MCA for this Agreement.

5) State Hospital Escort Services Agreements: The renewal of two (2) State Hospital Escort Services Agreements will be funded with $276,694 of Sales Tax Realignment funds, which are included in DMH's FY 2005-2006 Proposed Budget. Funding for FY 2006-2007 will be requested through DMH's annual budget process. There is no MCA for these two (2) agreements.

6) Agreements between the County of Los Angeles DMH and specified school districts: The renewal of three (3) agreements between the County of Los Angeles DMH and school districts--ABC Unified School District, Los Angeles Unified School District (LAUSD), and Montebello Unified School District--for FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, and 2009-2010 for the provision of on-site mental health services by DMH staff does not involve monetary funds, and, thus, there is no MCA for these three (3) agreements.

7) Affiliation Agreement for Forensic Fellows Services: The renewal of one (1) Affiliation Agreement for Forensic Fellows Services with the USC will be funded with $226,200 of Sales Tax Realignment funds, which are

included in DMH's FY 2005-2006 Proposed Budget. Funding for FYs 2006-2007, 2007-2008, 2008-2009, and 2009-2010 will be requested through DMH's annual budget process. USC is paid in accordance with the Fee Schedule established for each fiscal year of the term of the Agreement. There is no MCA for this Agreement.

8) Services Agreements for Clinical Assessment Programs: The renewal of 62 Services Agreements for Clinical Assessment Programs will be funded with $200,000 in Federal Financial Participation (FFP) Medi-Cal, $163,480 in Early and Periodic Screening, Diagnostic, and Treatment – State General Fund (EPSDT-SGF), and $36,520 in Sales Tax Realignment revenues, for a total of $400,000 for the Assembly Bill (AB) 3632 Clinical Assessment Program, and $100,000 annually through Department of Children and Family Services (DCFS), $269,117 in FFP Medi-Cal, and $219,883 in EPSDT-SGF revenues, for a total of $589,000 for the Specialized Foster Care (D-Rate) Clinical Assessment Program, which are included in DMH's FY 2005-2006 Proposed Budget. Funding for FYs 2006-2007 and 2007-2008 will be requested through DMH's annual budget process. Assessors are paid an established hourly rate by professional licensure in accordance with the Agreement's Payment Schedule.

9) Revenue Subcontract Agreement for the Supportive Housing Program for the Santa Monica Dually Diagnosed Project: The renewal of the Revenue Subcontract Agreement between the County of Los Angeles DMH on behalf of 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 FY 2005-2006 for the provision of mental health services to homeless dually diagnosed adults.

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 and State Budgets, funding for these agreements is reduced.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The renewal of these 139 agreements is necessary for the continual provision of services without interruption to clients residing in Los Angeles County.

The renewal of 56 Pharmacy Agreements, as listed in Attachment A, for FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, and 2009-2010 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 11 CCRF Agreements, as listed in Attachment B, for FYs 2005-2006, 2006-2007, and 2007-2008 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 two (2) Out-of-State Child Placement Mental Health Services Agreements, as listed in Attachment C, for FYs 2005-2006, 2006-2007, and 2007-2008 will provide for a comprehensive residential treatment program serving seriously emotionally disturbed (SED) children and adolescents outside California.

The renewal of one (1) Services Agreement, as listed in Attachment D, for FYs 2005-2006, 2006-2007, and 2007-2008 will provide for sign language interpreters on an as-needed basis for clinical communication between hearing-impaired clients and DMH staff.

The renewal of two (2) State Hospital Escort Services Agreements, as listed in Attachment E, for FYs 2005-2006 and 2006-2007 will provide transportation and escort services to hospitalized clients on trips into the community.

The renewal of three (3) agreements between County of Los Angeles DMH and specified school districts, as listed in Attachment F, for FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, and 2009-2010 will allow DMH clinical staff to provide mental health services at school sites.

The renewal of one (1) Affiliation Agreement for Forensic Fellows Services with USC, as listed in Attachment G, for FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, and 2009-2010 will provide, but is not limited to, the following psychiatric and psychological

services: individual psychotherapy in the Forensic Outpatient Unit, group psychotherapy, court-ordered evaluations, psychotropic medication monitoring, psychological evaluation, consultation, and participation in ongoing research.

The renewal of 62 Services Agreements for Clinical Assessment Programs, as listed in Attachment H, for FY's 2005-2006, 2006-2007, and 2007-2008 will provide clinical assessments to SED children and adolescents who are referred by local school districts or educational agencies.

The renewal of one (1) Revenue Subcontract Agreement for the Supportive Housing Program for the Santa Monica Dually Diagnosed Project, as listed in Attachment I, for Fiscal Year 2005-2006 will provide outreach, case management, and mental health services to homeless dually diagnosed adults.

DMH's clinical and administrative staffs 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. With the exception of the Affiliation Agreement for Forensic Fellows Services, Services Agreements for Clinical Assessment Programs, and Revenue Subcontract Agreement formats, the other Agreement formats were previously superseded and approved by your Board on April 12, 2005. All of the Agreement formats include revised or new mandated provisions, when applicable, such as the Preamble and Federal Department of Health and Human Services Debarment Certification. However, 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.

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 term; 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 term; 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 term; 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) Services Agreement: Attachment D specifies the contractor, Supervisorial Districts, services provided, and Agreement term; Attachment D-1 is the Services Agreement format; and Attachment D-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.

5) State Hospital Escort Services Agreements: Attachment E specifies the contractors, Supervisorial Districts, services provided, and Agreement term; Attachment E-1 is the State Hospital Escort Services Agreement format; and Attachment E-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.

6) Agreements between the County of Los Angeles – Department of Mental Health and specified school districts: Attachment F specifies the contractors, Supervisorial Districts, services provided, and Agreement term; Attachment F-1 is the Agreement format between the County of Los Angeles DMH and specified school districts; and Attachment F-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.

7) Affiliation Agreement: Attachment G specifies the contractor, Supervisorial District, services provided, and Agreement terms; Attachment G-1 is the Affiliation Agreement format; and Attachment G-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.

8) Services Agreement for Clinical Assessment Programs: Attachment H specifies the contractors, Supervisorial Districts, services provided, and Agreement term; Attachment H-1 is the Services Agreement format; and Attachment H-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership.

9) Subcontract Agreement for the Supportive Housing Program for the Santa Monica Dually Diagnosed Project: Attachment I specifies the contractor, Supervisorial District, services provided, and Agreement term; Attachment I-1 is the Subcontract Agreement format; and Attachment I-2 details the Contracting with Minority/Women-Owned Firm Percentage of Ownership.

CONTRACTING PROCESS

All of the 139 contractors have existing agreements with 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. This Board letter will not be posted on the County's Bid Webpage, as this does not involve a Request for Proposal.

IMPACT ON CURRENT SERVICES

Upon Board approval, the renewal of these agreements will allow existing contractors to provide uninterrupted, accessible mental health services to clients throughout Los Angeles County.

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,

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

MJS:MY:RK:KT

Attachments (27)

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

RB/LJ:Brd Ltr Specialized Renewal Agreements Final

CONTRACT RENEWAL AGREEMENTS FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Program Administration: A. Schlichting
Contract Administrator: O. Valdez

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Agreement Term	Rate (Average Wholesale Price)+				
					FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
1	Anaheim Plaza Pharmacy 3010 West Orange #101 Anaheim, CA 92804 Shannon Lew Owner	3	DMH-01935	5 Yrs.	N/A	N/A	N/A	N/A	N/A
2	Andrew Kwong dba Gateway Circle Pharmacy 2625 North Figueroa Street Los Angeles, CA 90065 Andrew Kwong Owner	1	DMH-01936	5 Yrs.	N/A	N/A	N/A	N/A	N/A
3	Astral Pharmacy 6368 Hollywood Boulevard Los Angeles, CA 90028 Gayane Kirako Owner	3	DMH-01937	5 Yrs.	N/A	N/A	N/A	N/A	N/A
4	BGMT Pharmacy, Inc. dba Gardena Professional Pharmacy 1045 West Redondo Beach Boulevard, Suite 140 Gardena, CA 90247 Tim Tsukamoto President	2	DMH-01938	5 Yrs.	N/A	N/A	N/A	N/A	N/A
5	Compounding, Inc. dba Northridge Tower Pharmacy 18250 Roscoe Boulevard Northridge, CA 91325 Massoud Zarkesh President	3	DMH-01939	5 Yrs.	N/A	N/A	N/A	N/A	N/A
6	Crenshaw Pharmcare, Inc. dba Garfield Rx Pharmacy #6 3756 Santa Rosalia Drive Los Angeles, CA 90008 Hyo Soo Lee President	2	DMH-01940	5 Yrs.	N/A	N/A	N/A	N/A	N/A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Program Administration: A. Schlichting
Contract Administrator: O. Valdez

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Agreement Term	Rate (Average Wholesale Price)+				
					FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
7	F.D.M. Exclusive Image, Inc. dba Coover Pharmacy 891 West 9th Street San Pedro, CA 90731 Fariborz D. Massoudi Owner	4	DMH-01941	5 Yrs.	N/A	N/A	N/A	N/A	N/A
8	G.J.P.L. dba St. John's Medical Plaza Pharmacy 1301 20th Street, #120 Santa Monica, CA 90404 Farnaz Mavadat Owner	3	DMH-01944	5 Yrs.	N/A	N/A	N/A	N/A	N/A
9	GWLW Pharmacy, Inc. dba Berry and Sweeney Pharmacy 1377 North Fair Oaks Avenue Pasadena, CA 91103 Gilbert Ow President	5	DMH-01949	5yrs.	N/A	N/A	N/A	N/A	N/A
10	Garden Plaza Pharmacy 18411 Clark Street, #106 Tarzana, CA 91356 Staley Widre President	3	DMH-01942	5 Yrs.	N/A	N/A	N/A	N/A	N/A
11	Glendale Medical Arts Center Pharmacy dba Glendale Medical Pharmacy 1030 South Glendale Avenue, #101 Glendale, CA 91205 Robert Mokhtarian President/Owner	5	DMH-01945	5 Yrs.	N/A	N/A	N/A	N/A	N/A
12	Glendora Medical Pharmacy 130 West Alosta Avenue Glendora, CA 91740 Chang Ho Yoo Owner	5	DMH-01946	5 Yrs.	N/A	N/A	N/A	N/A	N/A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Program Administration: A. Schlichting
Contract Administrator: O. Valdez

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Agreement Term	Rate (Average Wholesale Price)+				
					FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
13	Gold Medal Pharmacy, Inc. dba Arcadia Center Pharmacy 631 West Duarte Road Arcadia, CA 91007 Walter Ching Owner	5	DMH-01947	5 Yrs.	N/A	N/A	N/A	N/A	N/A
14	Good Health, Inc. dba Edwin's Presription Pharmacy 12500 Burbank Boulevard Valley Village, CA 91607 Stephen Samuel Owner	3	DMH-01948	5 Yrs.	N/A	N/A	N/A	N/A	N/A
15	Intra Drug Artesia 403 South Long Beach Boulevard, Suite C Compton, CA 90221 Charles J. Banks Owner	2	DMH-01950	5 Yrs.	N/A	N/A	N/A	N/A	N/A
16	Intra Drugs Lynwood 3628 East Imperial Highway, #102 Lynwood, CA 90262 Charles J. Banks President	2	DMH-01951	5 Yrs.	N/A	N/A	N/A	N/A	N/A
17	Intra Drugs World Wide of America dba Intra Drugs Rosecrans 809 East Rosecrans Boulevard Compton, CA 90221 Charles J. Banks President	2	DMH-01952	5 Yrs.	N/A	N/A	N/A	N/A	N/A
18	JMC Drug, Inc., dba Owl Rexall Pharmacy 5634 North Figueroa Street Los Angeles, CA 90042 Jimmy Cheung President	1	DMH-01969	5 Yrs.	N/A	N/A	N/A	N/A	N/A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Program Administration: A. Schlichting
Contract Administrator: O. Valdez

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Agreement Term	Rate (Average Wholesale Price)+				
					FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
19	KC Pharmacies, Inc. dba Verdugo Clinic Pharmacy 1540 East Colorado Street Glendale, CA 91205 Kirk Hiura President	5	DMH-01953	5 Yrs.	N/A	N/A	N/A	N/A	N/A
20	Kelley Rosemead Pharmacy, Inc. dba Rosemead Pharmacy 8901 East Valley Boulevard Rosemead, CA 91770 Tai Tran President	1	DMH-01954	5 Yrs.	N/A	N/A	N/A	N/A	N/A
21	Koam Pharmacy, Inc. 18102 Pioneer Boulevard, Suite #101 Artesia, CA 90701 Kwang Ja Kim President	4	DMH-01955	5 Yrs.	N/A	N/A	N/A	N/A	N/A
22	Kyffin Pharmacy, Inc. 6000 Woodman Avenue Van Nuys, CA 91401 Mira Zeffren President	3	DMH-01956	5 Yrs.	N/A	N/A	N/A	N/A	N/A
23	La Crescenta Pharmacy 2764 Foothill Boulevard La Crescenta, CA 91214 Kaushik B. Patel President	5	DMH-01957	5 Yrs.	N/A	N/A	N/A	N/A	N/A
24	Laurel Pharmacy 13686 Van Nuys Boulevard Pacoima, CA 91331 Barry Wise Owner	3	DMH-01958	5 Yrs.	N/A	N/A	N/A	N/A	N/A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Program Administration: A. Schlichting
Contract Administrator: O. Valdez

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Agreement Term	Rate (Average Wholesale Price)+				
					FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
25	Market Pharmacy, Inc. 19500 Plummer Street Northridge, CA 91324 Armen Tatevossia Owner	5	DMH-01959	5 Yrs.	N/A	N/A	N/A	N/A	N/A
26	Marsh Village Pharmacy 2143 Foothill Boulevard La Canada, CA 91001 Samir F. Daher Owner	3	DMH-01960	5 Yrs.	N/A	N/A	N/A	N/A	N/A
27	Medical CTR Pharmacy-Northridge 18433 Roscoe Boulevard Northridge, CA 91325 Randy Morgan Owner	3	DMH-01961	5 Yrs.	N/A	N/A	N/A	N/A	N/A
28	Memorial Medical Center Pharmacy 9806 Venice Boulevard Culver City, CA 90232 Sonny Kim Co-Owner	2	DMH-01962	5 Yrs.	N/A	N/A	N/A	N/A	N/A
29	Meyers Pharmacy, Inc. dba De Soto Pharmacy 20914 Roscoe Boulevard Canoga Park, CA 91304 Jerry Meyers President	3	DMH-01963	5 Yrs.	N/A	N/A	N/A	N/A	N/A
30	Miyade Medical Center Pharmacy dba Medical Center Pharmacy 501 East Hardy Street, #130 Inglewood, CA 90301 Akira Miyade President	2	DMH-01964	5 Yrs.	N/A	N/A	N/A	N/A	N/A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Program Administration: A. Schlichting
Contract Administrator: O. Valdez

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Agreement Term	Rate (Average Wholesale Price)+				
					FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
31	MKB Pharmacy Services, Inc. dba Kovacs-Frey Pharmacy 2860 Artesia Boulevard Redondo Beach, CA 90278 Nilesh Bhakta Owner	4	DMH-01965	5 Yrs.	N/A	N/A	N/A	N/A	N/A
32	NCS Healthcare of California, Inc. dba Resource Pharmaceutical Services 4805 Murphy Canyon Road San Diego, CA 92123 Denis Homes President	N/A	DMH-01966	5 Yrs.	N/A	N/A	N/A	N/A	N/A
33	North Hollywood Medical Arts Pharmacy 4420 Vineland Avenue North Hollywood, CA 91602 Kenneth Ross Owner	3	DMH-01967	5 Yrs.	N/A	N/A	N/A	N/A	N/A
34	Oakdale Pharmacy, Inc. 5400 Balboa Boulevard Encino, CA 91316 Richard Kane Owner	3	DMH-01968	5 Yrs.	N/A	N/A	N/A	N/A	N/A
35	Oxford Pharmacy 3516 1/2 West 8th Street Los Angeles 90005 Hyun Bae Kim Owner	2	DMH-01970	5 Yrs.	N/A	N/A	N/A	N/A	N/A
36	Paseo Pharmacy Ltd. dba Paseo Pharmacy 245 East Green Street Pasadena, CA 91101 Armen Tatevossia President	5	DMH-01971	5 Yrs.	N/A	N/A	N/A	N/A	N/A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Program Administration: A. Schlichting
Contract Administrator: O. Valdez

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Agreement Term	Rate (Average Wholesale Price)+				
					FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
37	Pharmacy Corporation of America dba PharMerica #7035 1130 Palmyrita Avenue, Suite #350 Riverside, CA 92507 Debby Santo General Manager	N/A	DMH-01972	5 Yrs.	N/A	N/A	N/A	N/A	N/A
38	PharMerica Drug Systems, Inc. dba PharMerica #7036 11205 Knott Avenue, Suite B & C Cypress, CA 90630 Raffaela Meyer General Manager	4	DMH-01973	5 Yrs.	N/A	N/A	N/A	N/A	N/A
39	Prescriptions Plus Inc. dba Px Drugstores #2 6312 Van Nuys Boulevard Van Nuys, CA 91401 Dave Preller President	3	DMH-01974	5 Yrs.	N/A	N/A	N/A	N/A	N/A
40	Rivendell, Inc. dba Griffith Drugs P.O. Box 4324 Santa Fe Springs, CA 90670 Thomas Roberson President	1	DMH-01975	5 Yrs.	N/A	N/A	N/A	N/A	N/A
41	Seaside Prescription Pharmacy 599 West 7th Street San Pedro, CA 90731 Joe Seibert President	4	DMH-01976	5 Yrs.	N/A	N/A	N/A	N/A	N/A
42	Silver Pharmacy and Medical Supply, Inc. dba Silver Pharmacy and Medical Supply 15243 Roscoe Boulevard Panorama City, CA 91402 Akiva Sherman Owner/President	3	DMH-01977	5 Yrs.	N/A	N/A	N/A	N/A	N/A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Program Administration: A. Schlichting
Contract Administrator: O. Valdez

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Agreement Term	Rate (Average Wholesale Price)+				
					FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
43	Skuro Drug Co. dba Key Drug Co. 770 South Vermont Avenue Los Angeles, CA 90005 Dave Kasen Owner/President	2	DMH-01978	5 Yrs.	N/A	N/A	N/A	N/A	N/A
44	Soledad Canyon Pharmacy, Inc. 21700 West Golden Triangle Road, #106 Saugus, CA 91350 Jerry Himelfarb President	3	DMH-01979	5 Yrs.	N/A	N/A	N/A	N/A	N/A
45	Star Pharmacy, Inc. 6023 3/4 Reseda Boulevard Tarzana, CA 91356 Anthony Luskin President	3	DMH-01980	5 Yrs.	N/A	N/A	N/A	N/A	N/A
46	Super Care, Inc. 2017 1/2 South Hacienda Boulevard Hacienda Heights, CA 91745 Gabriel Cassar Owner/President	4	DMH-01981	5 Yrs.	N/A	N/A	N/A	N/A	N/A
47	T.J. Enterprise, Inc. dba Better Value Pharmacy 1195 S. Sunset Ave. West Covina, CA 91790 Theodore Changki Owner	5	DMH-01896	5 Yrs.	N/A	N/A	N/A	N/A	N/A
48	TellFond, Inc. dba Karen Pharmacy 1730 West Verdugo Avenue Burbank, CA 91506 Micheal Teller Owner	5	DMH-01982	5 Yrs.	N/A	N/A	N/A	N/A	N/A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Program Administration: A. Schlichting
Contract Administrator: O. Valdez

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Agreement Term	Rate (Average Wholesale Price)+				
					FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
49	Thrifty Payless, Inc. dba Rite Aid 30 Hunter Lane Campville, PA 17011 William Wolfe Vice President of Managed Care	All	DMH-01983	5 Yrs.	N/A	N/A	N/A	N/A	N/A
50	Trebor O Corporation dba Western Pharmacy Services 20906 Higgins Court Torrance, CA 90501 Robert Okum President	4	DMH-01984	5 Yrs.	N/A	N/A	N/A	N/A	N/A
51	Valencia Pharmacy, Inc. 23550 Lyons Avenue, #111 Newhall, CA 91321 Tracy Dos Santo President	5	DMH-01985	5 Yrs.	N/A	N/A	N/A	N/A	N/A
52	Vernon-Main Pharmacy 4401 South Main Street Los Angeles, CA 90037 Reginald Arnold Owner	2	DMH-01986	5 Yrs.	N/A	N/A	N/A	N/A	N/A
53	Victory-Tampa Medical Pharmacy 19231 Victory Boulevard Reseda, CA 91335 Robert Feiles Owner	3	DMH-01987	5 Yrs.	N/A	N/A	N/A	N/A	N/A
54	Wellness Pharmacy, Inc. dba Midway Drug 10410 Lower Azusa Road El Monte, CA 91731 Young K. Cho President	5	DMH-01988	5 Yrs.	N/A	N/A	N/A	N/A	N/A

CONTRACT RENEWAL AGREEMENTS FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Program Administration: A. Schlichting
Contract Administrator: O. Valdez

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Agreement Term	Rate (Average Wholesale Price)+				
					FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
55	Westlake Medical Mangement dba Westlake Pharmacy 2500 Wilshire Boulevard, Suite 101 Los Angeles, CA 90057 Diana Blumkin President	1	DMH-01989	5 Yrs.	N/A	N/A	N/A	N/A	N/A
56	Woori Pharmacy, Inc. dba Woori Pharmacy 266 South Harvard Boulevard, Suite 120 Los Angeles, CA 90004 San Angel Lee R. Ph./Owner	1	DMH-01990	5 Yrs.	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 presription dispensed.

OV:Contract Renewal Agreements Listing FYs 05-08

CONTRACTOR:

_____ CONTRACT NUMBER

_____

Business Address:

_____

_____

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

PHARMACY AGREEMENT

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C. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

D. CROSSWALK FACT SHEET

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 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
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- 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.

- 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.

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

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 _____.

(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.

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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 48 (NOTICES).

D. 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. Furthermore, Contractor shall inform County when up to 75percent (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 48 (NOTICES).

E. 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 Contactor 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 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 60 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 (PAYMENTS) 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: 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 hereunder.

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 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.

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 Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

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

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. 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 Employer's 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 Milliion Dolalrs ($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.

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 is 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 Auditor-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 Child Support Services Department 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 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 on the Project.

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 ("Business Associate") provides services ("Services") to County ("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 ("HIPAA"), and regulations promulgated thereunder, including the standards for privacy of individually identifiable health information ("The Privacy Regulations") and the health insurance reform; security standards ("The Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy And Security Regulations"). The Privacy and Security 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" or "Disclosure" means, 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 "Electronic Media" has the same meaning as the term "electronic media: in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information

means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "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).

1.5 "Protected Health Information: has the same meaning as the term "protected health information" in 45 C.F.R §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, 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 fort 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. "Protected Health Information" includes Electronic Health Information.

1.6 "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 information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of

an Information System which contains Electronic Protected health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business associate to constitute an actual threat to the Information System.

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

1.9 "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.

1.10 Terms used, but not otherwise defined, in this Paragraph 41 shall have the same meaning as those terms in the HIPAA Regulations

OBLIGATION 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 (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph 41. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

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

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer , telephone number 1 (213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure of Security Incident, 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 525 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 41.

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. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R and to make this information available to Covered Entity upon Covered Entity's requesting order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. , . 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. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the privacy rule, April 14, 2004) and shall be provided for as long as Business Associate maintains the Protected Health Information.

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 COVERED ENTITY

3.1 Obligation of Covered Entity 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 41 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 is 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 it 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 41 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. 41

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 41 is contrary to another provision of this Agreement, the provision of this Paragraph 41 shall control. Otherwise, this Paragraph 41 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 41 to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph 41 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security 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 and Security Regulations.

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.

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.

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 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 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.

45. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under the Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 or 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 the Agreement also fully complies with all such certification and disclosure.

46. 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*, 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 actins to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Cod 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 D (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 transaction 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.caus 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 service 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.

47. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 73): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended. debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or

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

48 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, Chief

To County 2: Accounting Division

550 South Vermont Ave., 8th Floor

Los Angeles, CA 90020

Attention: Mike Motodani, Chief

To County 3: Offices of Medical Director

550 South Vermont Avenue, 9th Floor

Los Angeles, CA 90020

Attention: Art F. Schlichting, R. Ph.

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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 supersession 3-05

PHARMACY AGREEMENT
ATTACHMENT A

Service Delivery Site Exhibit

CONTRACTOR NAME: _____

CONTRACT NO.: _____ **PERIOD:** _____

*DESIGNATED PROGRAM OFFICE	SERVICE EXHIBIT NO.	PROV. NO.	SERVICE DELIVERY SITE(S)	M.H. SERVICE AREA(S) SERVED	SITE SUP. DISTRICT

*Legend: ASOC(A) Critical Care (CC) Homeless (H)
CSOC (C) Court Programs (CP) Managed Care (MC)

PHARMACY AGREEMENT
ATTACHMENT B

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

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 DMH Legal Entity Agreement's 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 _____

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

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 AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Anaheim Plaza Pharmacy	P					100			
2	Andrew Kwong dba Gateway Circle Pharmacy	P				100				
3	Astral Pharmacy, Inc.	P								100
4	BGMT Pharmacy, Inc. dba Gardena Professional Pharmacy	P					50		50	
5	Compounding, Inc. dba Northridge Tower Pharmacy	P							100	
6	Crenshaw Pharmcare, Inc. dba Garfield RX Pharmacy #6	P					50	50		
7	F.D.M. Exclusive Image, Inc. dba Coover Pharmacy	P							100	
8	G.J.P.L. dba St. John's Medical Plaza Pharmacy	P		25		25		25		25
9	GWLW Pharmacy, Inc. dba Berry and Sweeney Pharmacy	P					100			
10	Garden Plaza Pharmacy	P							100	
11	Glendale Medical Arts Center Pharmacy Inc. dba Glendale Medical Pharmacy	P							100	
12	Glendora Medical Pharmacy	P					100			
13	Gold Medal Pharmacy, Inc. dba Arcadia Center Pharmacy	P					100			
14	Good Health, Inc. dba Edwin's Prescription Pharmacy	P							100	
15	Intra Drug Artesia	P	100							
16	Intra Drugs Lynwood	P	100							
17	Intra Drugs World Wide of America, Inc. dba Intra Drugs Rosecrans	P	100							
18	JMC Drug, Inc., dba Owl Rexall Pharmacy	P					50	50		
19	KC Pharmacies, Inc. dba Verdugo Clinic Pharmacy	P					100			
20	Kelly Rosemead Pharmacy, Inc. dba Rosemead Pharmacy	P					50	50		
21	Koam Pharmacy, 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

PHARMACY AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
22	Kyffin Pharmacy, Inc.	P							40	60
23	La Crescenta Pharmacy	P							100	
24	Laurel Pharmacy	P							100	
25	Market Pharmacy, Inc.	P							100	
26	Marsh Village Pharmacy	P							50	50
27	Medical CTR Pharmacy-Northridge	P							100	
28	Memorial Medical Center Pharmacy	P					100			
29	Meyers Pharmacy, Inc. dba De Soto Pharmacy	P							70	30
30	Miyade Med. Ctr. Pharmacy dba Medical Ctr. Pharmacy	P					50	50		
31	MKB Pharmacy Svcs. Inc. dba Kovacs-Frey Pharmacy	P						100		
32	NCS Healthcare of California Inc. dba Resource Pharmaceutical Svcs.	P							100	
33	North Hollywood Medical Arts Pharmacy	P							100	
34	Oakdale Pharmacy, Inc.	P							50	50
35	Oxford Pharmacy	P					100			
36	Paseo Pharmacy Ltd. dba Paseo Pharmacy	P							100	
37	Pharmacy Corp. of America dba PharMerica #7035	P							100	
38	PharMerica Drug System, Inc. dba PharMerica #7036 (Cypress)	P							100	
39	Prescription Plus Inc. dba Px Drugstores #2	P					50	50		
40	Rivendell, Inc. dba Griffith Drugs	P							50	50
41	Seaside Prescription Pharmacy	P							50	50
42	Silver Pharmacy and Medical Supply, Inc. dba Silver Pharmacy and Medical Supply	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

PHARMACY AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
43	Skuro Drug Co. dba Key Drug Co.	P							50	50
44	Soledad Canyon Pharmacy, Inc.	P							100	
45	Star Pharmacy Inc.	P							100	
46	Super Care, Inc.	P							50	50
47	T. J. Enterprise, Inc. dba Better Value Pharmacy	P					100			
48	TellFond, Inc. dba Karen Pharmacy	P							50	50
49	Thrifty Payless, Inc. dba Rite Aid	P							100	
50	Trebor O Corporation dba Western Pharmacy Svcs.	P					100			
51	Valencia Pharmacy, Inc.	P					100			
52	Vernon-Main Pharmacy	P	100							
53	Victory-Tampa Medical Pharmacy	P							50	50
54	Wellness Pharmacy, Inc. dba Midway Drug	P					100			
55	Westlake Medical Mgmt. dba Westlake Pharmacy	P							100	
56	Woori Pharmacy, Inc. dba Woori Pharmacy	P							50	50

Firm Status: P = For Profit

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

ATTACHMENT B

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

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENTS

Contract Administrator: J. Gonzalez

Program Administration	Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Type of Service Exhibit *	Agreement Term	Interim Funding (IF) Rate **		
							FY 2005-2006	FY 2006-2007	FY 2007-2008
Y Townsend/ Ron Klein	1	8025 Sepulveda, LLC dba Sepulveda Blvd. 8025 Sepulveda Boulevard Van Nuys, CA 91403 Mark Samuel Administrator	3	DMH-01557	1011	3 Yrs.	N/A	N/A	N/A
Jim Allen/ Renee Woodruff	2	AMADA Enterprise, Inc. dba View Heights Convalescent Hospital 12619 South Avalon Boulevard Los Angeles, CA 90061 Monica Fenton Administrator	2	DMH-01005	1011	3 Yrs.	N/A	N/A	N/A
Y. Townsend/ Robin Kay	3	Highland Park Guest Home, Inc. P.O. Box 50950 Los Angeles, CA 90042 Robert Ives President	1	DMH-01712	1011	3 Yrs.	N/A	N/A	N/A
Y. Townsend/	4	Homes for Life Foundation 8929 South Sepulveda Boulevard Los Angeles, CA 90045 Carol M. Liess Executive Director	5	DMH-00988+ DMH-01006+	1011	3 Yrs.	N/A	N/A	N/A
John Hatakeyama/ Carlotta Childs-Seagle	5	Ruchel Enterprises, Inc. dba Pasadena Manor 940 East Colorado Boulevard Pasadena, cA 91106 Frnacesca Pecoraro Administrator	5	DMH-00998	1011	3 Yrs.	N/A	N/A	N/A
John Hatakeyama/ Carlotta Childs-Seagle	6	Social Model Recovery Systems, Inc. dba The River Community 250 East Rowland Covina, CA 91723 James L. O'Connell CEO	1	DMH-00999	1011	3 Yrs.	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 2005-2006, 2006-2007, AND 2007-2008

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENTS

Contract Administrator: J. Gonzalez

Program Administration	Item No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract No.	Type of Service Exhibit *	Agreement Term	Interim Funding (IF) Rate **		
							FY 2005-2006	FY 2006-2007	FY 2007-2008
Jim Allen/ Renee Woodruff	7	Prinzola Mitchell's Residential Home 3902 Burnside Ave. Los Angeles, CA 90008 Prinzola Mitchell Owner	2	DMH-01001	1011	3 Yrs.	N/A	N/A	N/A
Y. Townsend/ Ron Klein	8	Sunshine Manor, Inc. dba Sunshine Manor 10540 Sherman Grove Sunland, CA 91040 Vera Schwartz Owner	5	DMH-01002	1011	3 Yrs.	N/A	N/A	N/A
Y. Townsend/ Ron Klein	9	Topanga-Roscoe Corporation dba Topanga West Guest Home 22115 Roscoe Boulevard Canoga Park, CA 91304 Cary Buchman President	5	DMH-01003	1011	3 Yrs.	N/A	N/A	N/A
Jim Allen/ Debbie Innes-Gomberg	10	Transitional Living Centers for Los Angeles County, Inc. 16119 Prairie Avenue Lawndale, CA 90260 Dr. Kenneth Parker President and CEO	2	DMH-01004	1011	3 Yrs.	N/A	N/A	N/A
Tony Beliz/ Dennis Murata	11	Western Ferndale, Inc. dba Western Ferndale Board & Care 1745 North Western Avenue Los Angeles, CA 90027 Joseph and Galina Samuel Owners	3	DMH-00947	1011	3 Yrs.	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 2005-2006 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.

\+ All Homes for Life facilities will be consolidated into one Agreement.

N/A = Not applicable

YL:Contract Renewal Agreements Listing FYs 05-08

ATTACHMENT B-1

CONTRACTOR:

_____ _____
Contract Number

_____ _____
Reference Number(s)

Business Address:

_____ Supervisorial District(s)_____

_____ Mental Health Service Area(s)_____

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT

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B. Employee Acknowledgment of Employer

C. Subcontractor Employee Acknowledgment of Employer

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E. Attestation Regarding Federally Funded Programs

F. Service Delivery Site(s)

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of April, 2005 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 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
- ➢ Professionalism
- ➢ Accountability
- ➢ Compassion
- ➢ Integrity
- ➢ Commitment
- ➢ A Can-Do Attitude
- ➢ 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.

- 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.

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

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 2 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 59 (NOTICES), "TO COUNTY 1," and "TO COUNTY 2".

B. Initial Period: The Initial Period of this Agreement shall commence on April 12 , 2005 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: 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.

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

TITLE	COUNTY AGREEMENT NUMBER	DATE OF EXECUTION
Community Care Residential Facility Agreement	_____	_____

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.

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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.

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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.

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46. 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.

47. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

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48. 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.

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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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. "CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: under this agreement, contractor ("Business Associate") provides services ("Services") to county ("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 ("HIPAA"), and regulations promulgated thereunder, including the standards for privacy of individually identifiable health information ("The Privacy Regulations") and the health insurance reform: security standards ("The Security Regulations") at 45 code of federal regulations parts 160 and 164 ("together, the "Privacy And Security Regulations").

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

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

1.4 "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).

1.5 "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, whether oral or recorded in any form or medium, 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. "Protected Health Information" includes Electronic Health Information.

1.6 "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.

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

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

1.9 "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.

1.10 Terms used, but not otherwise defined in this Paragraph __ shall have the same meaning as those terms in the HIPAA 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:

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

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

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

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple ST.
Suite 525
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 55.

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 and Security 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. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.538, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not

required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

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 COVERED ENTITY

3.1 Obligation of Covered Entity. 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 55 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 Paragraph and cure is not possible; or

(c) If neither termination nor cure is 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 55 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 55.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 55 is contrary to another provision of this Agreement, the provision of this Paragraph 55 shall control. Otherwise, this Paragraph 55 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 55 to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph 55 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security 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 and Security Regulations.

56. 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.

57. 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.

58. 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.

59. 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.

/

/

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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

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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

Service Exhibit A

MENTAL HEALTH

24-HOUR SERVICES

INTERIM PLACEMENT FUNDING FOR BASIC CARE SERVICES

1. DEFINITION: Basic Care Services are those services required by Title 22, Division 6, of the California Code of Regulations, which provide for the personal care, protection, supervision, assistance, guidance, and training of clients in a 24-hour Community Care Residential facility. As part of the client's total care, County shall make arrangements for client to receive mental health services. These services may be rendered off-site from sources other than the Contractor.

2. PERSONS TO BE SERVED: Contractor shall furnish services only to persons who are referred to Contractor by, or admitted with the consent of, Director or his authorized designee.

3. PAYMENT: Subject to the TERM and PAYMENT provisions of the body of this Agreement, County agrees to reimburse Contractor for each patient day at the currently approved rate, as set and approved by the State, within thirty (30) calendar days following receipt of a complete and correct billing form.

4. STAFFING: Contractor shall provide services in accordance with the staffing pattern for adult residential facilities as required by Title 22, Division 6, of the California Code of Regulations.

5. COUNTY'S RESPONSIBILITIES: As required by Title 22, Division 6, of the California Code of Regulations, the County shall provide:

A. Initiation of paperwork needed to determine client eligibility for Supplemental Social Security (SSI) or other third-party payer coverage.

B. Assistance in the recovery of retroactive SSI to clients for the period where County has already reimbursed Contractor for services to the client pursuant to this Agreement.

C. Assurance that clients who are financially able to pay for services not have such services billed to the County.

D. A written assessment of the unmet needs and/or problems of the client which related to his/her social, emotional, intellectual, or physical adjustment and functioning as they will affect the care and services to the individual. This assessment shall be submitted within fourteen (14) days of placing client in the facility.

E. Assistance to the Contractor in developing a plan of action which shall include, but not be limited to:

1. Objective with a stated time frame which relates to the client's problem and /or unmet needs.

2. Plans for meeting the objectives.

3. Identification of the individuals or agencies responsible for carrying out each part of each plan.

4. Method of evaluating progress.

In addition, County shall reserve the right to remove client(s) from facility whenever deemed necessary.

6. CONTRACTOR'S RESPONSIBILITIES: Contractor's responsibilities shall include, but not be limited to, the following:

A. Assuring that the information described above in Paragraph 5 is attached to each client's record. Records shall be considered property of the Contractor.

B. Notifying County of date client begins receiving SSI payments.

C. Assisting County in the recovery of retroactive SSI payments from clients.

D. Complying with Program Elements and Services as outlined in Paragraph 12, Page 4.

7. SERVICE DELIVERY SITE: Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and/or in the Contractor's Negotiation Package/Addenda.

Contractor shall obtain prior written consent of Director or his authorized designee thirty (30) days before terminating services and/or before commencing such services at any other location.

8. CLIENT ABSENCES FROM CONTRACTOR'S FACILITIES: Contractor may be reimbursed for client absences up to seven (7) days per occurrence if all of the following conditions are met:

A. The absence is consistent with the client's service and treatment plans;

B. The absence is necessary for the client's progress or maintenance at this level of care;

C. The absence is planned, or anticipated; and

D. The absence, as well as the purpose(s) of the absence, is documented.

Payment for temporary absence for purposes of acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet Title 9 staffing standards (Section 663), is limited to ten (10) days per occurrence. Payment is allowable if such treatment is necessary for the client to return to this residential care facility, and if the purpose(s) is (are) documented.

For purposes of this Paragraph, an occurrence shall mean either hospitalization or an approved leave of absence which meets criteria as specified in Paragraph 8.

9. EMERGENCY MEDICAL AND/OR MENTAL HEALTH TREATMENT: Clients treated hereunder who require emergency medical treatment for physical illness or accident shall be transported to an appropriate medical facility. Those requiring emergency mental health treatment shall be transported to a psychiatric facility. Contractor shall arrange to transport clients according to their existing procedures. The cost of such transportation, as well as the cost of emergency medical or mental health care, shall not be a charge to nor reimbursable hereunder. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical or mental health emergency. Contractor shall also post a disaster and mass casualty plan of action in accordance with Title 22, Division 6, Section 80023, of the California Code of Regulations.

10. NOTIFICATION OF UNUSUAL OCCURRENCES: It shall be the duty of Contractor to immediately or, at the beginning of the next business day, notify the Director or his authorized designee of any of the following occurrences:

A. An epidemic outbreak;

B. Any suicide or suicide attempts;

C. If any client served under this Agreement:

1. Sustains injury, serious illness or physical problems, resulting in hospitalization;

2. Sustains an injury, which may include, but not be limited to sexual assault/abuse, use of deadly weapons, fire, or other acts of violence; and

3. Leaves the facility against advice or is missing.

11. NOTIFICATION OF DEATH: It shall be the duty of Contractor to immediately notify the Director or his authorized designee upon being aware of a death of any client served under this Agreement. Notice shall be made immediately by telephone and in writing upon such a death. Verbal and written notice shall contain the name of the deceased and date of death, and the name or names of Contractor's staff with knowledge of the event and a summary of the circumstances thereof.

12. PROGRAM ELEMENTS AND SERVICES TO BE PROVIDED: Contractor shall provide services to clients in accordance with Title 22, Division 6, of the California Code of Regulations, for the term of this Agreement. Services shall include, but not be limited to:

A. Assistance with personal care, such as eating, personal hygiene, dressing and undressing;

B. Providing adequate food services, such as a dining area, meals sufficient in quality and quantity to meet the Recommended Dietary Allowance (RDA); assuring that food is stored, prepared and served in a safe and helpful manner; that no more than 15 hours shall elapse between third and first meal; that nourishment or snacks are provided;

C. Arranging and assisting with incidental medical and dental care as appropriate. Contractor shall have a plan which includes the name and address of each client's physician and dentist, available transportation, written plans for handling physical and/or mental health emergencies, and assistance with self-administered medication;

D. Scheduling planned activities, such as socialization and recreational activities;

E. Providing a safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries and a change of laundered bedding once a week; and

F. Coordination of services with those facilities providing mental health treatment to clients.

EXHIBIT B

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT 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.

EXHIBIT C

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT 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.

Exhibit D

Fact Sheet on "Safely Surrendered Baby Law"

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 también está 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.

EXHIBIT E

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Community Care Residential Facility Agreement – Placement of Children Under Age 18 – Paragraph 47 (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 _____

EXHIBIT F
DMH - COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT

Service Delivery Site Exhibit

CONTRACTOR NAME: _____

CONTRACT NO.: _____ **PERIOD:** _____

SERVICE EXHIBIT NO.	SERVICE DELIVERY SITE(S)	M.H. SERVICE AREA(S) SERVED	SITE SUP. DISTRICT

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

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

COMMUNITY CARE RESIDENTIAL AGREEMENTS

	Contractor/Firm	Firm Status	Black/African		Hispanic/Latin		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	8025 Sepulveda LLC dba 8025 Sepulveda Blvd.	P							66 2/3	33 1/3
2	Amada Enterprise dba View Heights Convalescent Hispital	P	100							
3	Highland Park Guest Home, Inc.	P							100	
4	Homes for Life Foundation dba Madison House & Wilson House	NP								
5	Ruchel Enterprise, Inc. dba Pasadena Manor	NP								
6	Social Model Recovery Inc. dba The River Community	NP								
7	Prinzola Mitchell's Residential Home	P		100						
8	Sunshine Manor, Inc. dba Sunshine Manor	P								100
9	Topanga-Roscoe Corporation dba Topanga West Guest Home	P							60	40
10	Transitional Living Centers for Los Angeles County, Inc.	NP								
11	Western Ferndale, Inc. dba Western Ferndale Board & Care	P							50	50

Firm Status: NP = Non Profit
P = For Profit

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.

YL:Minority-women owned firms Attachment

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

ATTACHMENT C

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

OUT-OF-STATE CHILD PLACEMENT AGREEMENTS

Program Administration: J. Hataketama/P. McIver
Contract Administrator: V. Andrade

Item No.	CONTRACTOR	SUP. DIST. (HQ)	Present Contract No.	Type of Service Exhibit*	Agreement Term	Daily Rate **		
						FY 2005-2006	FY 2006-2007	FY 2007-2008
1	Aspen Solutions, Inc. 17777 Center Court Drive, Suite 300 Cerritos, CA 90703 Ruth K. Moore Vice President	4	DMH-01421	1007	3 Yrs.	$ 80.00	$ 80.00	$ 80.00
2	Cinnamon Hills Youth Crisis Center, Inc. 770 East St. George Boulevard St. George, Utah 84770 Tara Swyers Chief Executive Officer	N/A	DMH-01420	1007	3 Yrs.	$ 50.00	$ 50.00	$ 50.00

* 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.

VA:Contract Renewal Agreements Listing FYs 05-08

CONTRACTOR:_____

_____ Contract Number

_____ Reference Number

Business Address:

_____

_____

OUT-OF-STATE CHILD PLACEMENT

MENTAL HEALTH SERVICES AGREEMENT

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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
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- Exhibit D — ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
- Exhibit E — CROSSWALK FACT SHEET

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 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
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- 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.

- 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 will continue to work 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 June 29, 2004 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.

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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.

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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:

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 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.

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

(b) 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.

(c) 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)

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.

10.0 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 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 VI as part of its obligation under this Paragraph 52.

Failure by Contractor to meet the requirements of this Paragraph 52 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:

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 Exhibit E (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.

48.0 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.

49.0 CONTRACTOR'S NOTIFICATION WITHIN 6 MONTHS FROM EXPIRATION OF TERM: 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 52 (NOTICES).

50.0 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.

51.0 DHHS DEBARMENT CERTIFICATION: The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

52.0 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

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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
OFFICE OF COUNTY COUNSEL:

APPROVED AS TO CONTRACT
ADMINISTRATION:
DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

VA: OSCP_Boilerplate_ 04-05

EXHIBIT A

GENERAL MENTAL HEALTH SERVICES EXHIBIT

(IN OUT-OF-STATE RESIDENTIAL FACILITIES)

This Exhibit describes and defines the array of mental health treatment services to be provided to Severely Emotionally Disturbed (SED) children placed into out-of-county residential care programs pursuant to Government Code 7576, Chapter 654, Statute of 1996, and Welfare Institutions Code 300, Sections A through J.

A. GENERAL MENTAL HEALTH SERVICES are bundled into a single, daily program unit and include the following:

1). Individual, Group, and Family Therapy

These 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 patient's/client's goals/desired results/personal milestones, and enabling patients/clients to benefit from Special Education.

For patients/clients who are severely emotionally disturbed children, mental health services provide a range of services to assist the patient/client to gain the social and functional skills necessary for appropriate development and social integration.

Services may be either face-to-face or by telephone contact

with the patient/client or significant support persons and may be provided anywhere in the community. In the unusual circumstance where the patient/client and/or significant other is not present, plan development activities hereunder may be provided without a face-to-face or telephone contact.

Services shall include assessment, evaluation, collateral, and rehabilitation services; including assistance in restoring or maintaining a patient's/client's or group of patients'/clients' functional skills, daily living skills, social skills, grooming and personal hygiene skills, medication compliance, development of support systems; counseling of the patient/client and/or family; training in leisure activities integral to achieving the patient's/client's goals/desired results/personal milestones; and medication education.

2). <u>Medication Evaluation and Monitoring</u>

These 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.

Services may be either face-to-face or by telephone with the patient/client or significant support persons.

Services include evaluation of the need for medication, clinical effectiveness and the side effects of medication; obtaining informed consent; medication education, including, but not limited to, discussing risks, benefits and alternatives with the patient/client or significant support persons.

3). **Crisis Intervention**

These services consist of a quick emergency response enabling a patient/client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the patient's/client's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency.

Services may be either face-to-face or by telephone with the patient/client or significant support persons.

4). **Case Management/Brokerage**

These are provided to access medical, educational, social, pre-vocational, rehabilitative, or other needed community services for eligible patients/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.

Services may be either face-to-face or by telephone with the patient/client or significant support persons.

Linkage and consultation services include:

(1) Identification and pursuit of resources which are necessary and appropriate to implement the service plan;

(2) Interagency and intra-agency consultation, communication, coordination, and referral; and

(3) Monitoring service delivery, the service plan, and to ensure patient/client access to services and the service

delivery system.

B. PERSONS TO BE SERVED: Contractor shall provide services to children and adolescents, ages 0 to 22, who are identified as Severely Emotionally Disturbed (SED); have been assessed by Department of Mental Health; and have been determined to require residential placement and mental health treatment services in order to benefit from Special Education by an Individualized Education Program (IEP) team and who are referred to Contractor by Director.

C. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are provided is (are) located at:

_____

_____

_____

Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

EXHIBIT B

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 an 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.

EXHIBIT C

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 an 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.

EXHIBIT D

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Out-Of-State Child Placement Agreement's Paragraph 46 (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 _____

CROSSWALK FACT SHEET

Exhibit E

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

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 AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Aspen Solutions, Inc.	NP								
2	Cinnamon Hills Youth Crisis Ctr., Inc.	NP								

Firm Status: NP = Non Profit

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 AGREEMENT FOR FYs 2005-2006, 2006-2007, AND 2007-2008

SERVICES AGREEMENT

Program Administration: C. Fullmore/A. Jiminez
Contract Administrator: P. Pollock

Item No.	CONTRACTOR	SUP. DIST. (HQ)	Present Contract No.	Agreement Term	Payment Schedule		
					FY 2005-2006	FY 2006-2007	FY 2007-2008
1	Lifesigns, Inc. 2222 Laverna Avenue Los Angeles, CA 90041 Patricia Hughes CEO	All	DMH-01374	3 Yrs.	$ 50,000	$ 50,000	$ 50,000
				TOTAL:	$ 50,000	$ 50,000	$ 50,000

PP:Renewal Agreements Listing FYs 05-08

DEPARTMENT OF MENTAL HEALTH SERVICES AGREEMENT

CONTRACTOR:
LIFESIGNS, INC.

DMH-02196
Contract Number

Business Address:
2222 Laverna Avenue

Los Angeles, CA 90041

DMH-01374
Reference Number(s)

Contractor Headquarters' Supervisorial District 1

Mental Health Service Area(s)_____ OR Countywide X

= = = = = ***Below This Line For Official CDAD Use Only*** = = = = =

DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director_____ Lead Manager Toni Jiminez

K: S_____ --or-- U X

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EXHIBIT VI SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)

SERVICES AGREEMENT

BETWEEN

THE COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

AND

LIFESIGNS, INC.

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 be a Contractor for the County to provide sign language interpretation services for the hearing impaired; and

WHEREAS, Contractor is specifically trained and possesses the skills, experience, and competency to provide assistance for the hearing impaired; and

WHEREAS, the County desires to engage Contractor 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

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties contained herein, it is agreed by and between County and Contractor 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
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- 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.

- 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.

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 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.

THIS AGREEMENT for Sign Language Interpretation Services (hereafter "Agreement") is made and entered into this ___ day of _____, 2005, by and between LIFESIGNS, INC. (hereafter "Contractor") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "County").

1.0 APPLICABLE DOCUMENTS: Exhibits I, II, III, IV, V and VI 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:

A. Exhibit I- Statement of Work

B. Exhibit II- Financial Summary

C. Exhibit III- Contractor Acknowledgement and Confidentiality Agreement

D. Exhibit IV- Contractor Employee Acknowledgement and Confidentiality Agreement

E. Exhibit V Attestation Regarding Federally Funded Programs

F. Exhibit VI Safely Surrendered Baby Law

2.0 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.

3.0 SERVICES PROVIDED: Contractor shall provide services to County as set forth in Exhibit I (STATEMENT OF WORK) which is attached hereto and incorporated by reference as though fully set forth herein.

4.0 TERM OF AGREEMENT: The period of this Agreement shall commence on date of Board approval and shall continue in full force and effect through June 30, 2008.

A. 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 44 (NOTICES)

5.0 COMPENSATION:

A. In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit I, Contractor shall be paid in accordance with the Fee Schedule established in Exhibit II. Total compensation for all services furnished hereunder shall not exceed the sum of _____ DOLLARS ($_____) for each Fiscal Year _____, _____, and _____. Notwithstanding such limitation of funds, Contractor agrees to satisfactorily provide all services specified in Exhibit I. To request payment, Contractor shall present to County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to provide services and a report of service hours completed for the invoice period. This report shall be prepared in a format satisfactory to County's

Program Manager or his/her designated representative.

B. The Maximum Contract Amount for this Agreement shall not exceed _____ DOLLARS ($_____) for each Fiscal Year _____, _____, and _____. In no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder. 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 44 (NOTICES). Payment to Contractor shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Contractor shall submit invoices to:

County of Los Angeles
Department of Mental Health
Planning & Program Support Bureau
Administration Unit
550 South Vermont Avenue
Los Angeles, CA 90020
ATTN: Toni Jiminez/Program Manager

C. 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 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.

7.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

A. County's Program Manager:

(1) Contractor shall report to County's Program 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.

(2) Upon advance approval of the County Program Manager, County may provide Contractor with certain County resources, and use of County facilities, as determined by the County Program 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 status as an independent contractor. County's Program Manager shall be: Toni Jiminez .

B. Contractor Manager: Contractor Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of Contractor resources, submission of invoices, and resolution of any questions/disputes.

Contractor Manager shall be:

Patricia Hughes, CEO

8.0 PERFORMANCE UNDER EMERGENCY CONDITIONS :

A. FORCE MAJEUR: In the event that performance by either party is rendered impossible (permanent or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, County shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, County shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

B. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the community they

serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of the Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend of County may immediate terminate this agreement.

C. EMERGENCY AND DISASTER PREPAREDNESS: Notwithstanding Contractor's and County's contractual objective to provide services to eligible persons, Contractor shall make program services available to any person impacted during the event of a state/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

9.0 WARRANTY: Contractor 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, errors, or omissions.

10.0 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.

11.0 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:

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

12.0 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Contractor shall maintain on file an executed Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit IV) 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.

13.0 TITLE TO PROPERTY: County and Contractor agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the Contractor pursuant to performance under this Agreement, are the sole property of the Contractor. County and Contractor 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. Contractor further agrees that any documentation or technical materials provided by County or generated by County or Contractor during the course of Contractor performance pursuant to this Agreement shall not be reproduced or disclosed without the prior written consent of County's Project Manager.

14.0 TERMINATION OF AGREEMENT:

A. 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 Contractor 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 Contractor the reasonable value for such work not to exceed the maximum sum due under this Agreement.

B. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

1) Stop work under this Agreement on the date and to the extent

specified in such notice;

2) Transfer title and deliver to County all completed work and work in process; and

3) Complete performance of such part of the work as shall not have been terminated by such notice.

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 hereof, thereby justifying immediate termination or suspension of this Agreement.

D. Contractor 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.

E. Contractor shall make available to County, all of its books, records, documents or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to Contractor's work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor 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.

15.0 LIMITATION OF COUNTY'S OBLIGATION TO NON-APPROPRIATION 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 5 (COMPENSATION) 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

In the event of the imposition of such budgetary constraints, Contractor agrees to limit its performance, and its corresponding requirements for compensation, to work remaining under this Agreement as determined by County's Project Manager.

16.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: This is a personal services agreement and Contractor 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.

17.0 SUBCONTRACTING: No performance of this Agreement or any portion thereof may be subcontracted by Contractor 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.

18.0 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.

19.0 WAIVER: No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of 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.

20.0 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.

21.0 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 Contractor 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 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.

22.0 COMPLETE AGREEMENT: The body of this Agreement, and the Exhibits I, II, III, IV, V and VI 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.

23.0 ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Summary 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.

A. 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 Contractor.

24.0 INDEPENDENT CONTRACTOR STATUS: It is understood and agreed, and it is the intention of the parties hereto, that Contractor is an independent contractor and not the employee, agent, joint venture, or partner of County for any purpose whatsoever. Contractor 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 Contractor's engagement under this Agreement.

25.0 COUNTY LOBBYIST: 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.

26.0 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.

27.0 ANTI-DISCRIMINATION: Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by Contractor 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. Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Contractor 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.

Contractor and County agree that in the event of a violation by Contractor 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.

28.0 PERSONNEL ARE AGENTS OF CONTRACTOR: Contractor represents and warrants that all individuals performing work under this Agreement including, but not limited to, the individuals listed in Exhibit B hereto, and their agents and subcontractors, are fully authorized agents of Contractor 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 Contractor.

29.0 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 determination with respect to 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 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 (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.

30.0 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 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 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 27.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

31.0 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 Contractor 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, Contractor shall stop services under this Agreement on this date specified in such Notice of Termination.

32.0 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.

33.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: 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.

34.0 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 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 Child Support Services Department 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 29 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

35.0 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.

36.0 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.

37.0 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 Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

38.0 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.

39.0 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 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 V 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.

40.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are

suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

41.0 CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("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 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health

Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security 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 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable

electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

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

1.4 "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).

1.5 "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, whether oral or recorded in any form or medium, 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. "Protected Health Information" includes Electronic Health Information.

1.6 "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.

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

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

1.9 "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.

1.10 Terms used, but not otherwise defined in this Paragraph 41 shall have the same meaning as those terms in the HIPAA 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:

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

(b) effective as of April 20, 2005, specifically as to Electronic Health

Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

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

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple ST.
Suite 525
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 41.

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 and Security 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. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.538, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

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 COVERED ENTITY

3.1 Obligation of Covered Entity. 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 41 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 Paragraph and cure is not possible; or

(c) If neither termination nor cure is 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 41 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 41.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 41 is contrary to another provision of this Agreement, the provision of this Paragraph 41 shall control. Otherwise, this Paragraph 41 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 41 to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph 41 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security 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 and Security Regulations.

42.0 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.

43.0 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.

44.0 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 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.

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For the County, please use the following contact information:

County of Los Angeles

Department of Mental Health

Planning & Program Support Bureau

550 S. Vermont Avenue

Los Angeles, California 90020

ATTN: Toni Jiminez

For the Contractor, please use the following contact information:

LIFESIGNS, INC.

2222 Laverna Avenue

Los Angeles, CA 90041

ATTN: Patricia Hughes

CEO

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Consultant has caused this Amendment 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

LIFESIGNS, INC.
CONTRACTOR

By_____

Name Patricia Hughes

Title CEO

(AFFIX CORPORATE SEAL HERE)

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

EXHIBIT-I

LIFESIGNS, INC.

STATEMENT OF WORK

Provision of professional sign language interpretation services to hearing impaired clients in mental health settings requires a special expertise. LIFESIGNS, INC. is uniquely qualified to provide these services. LIFESIGNS, INC. staff have specific training and experience that enable them to appropriately interpret and provide sign language for the sensitive situations encountered in the course of providing mental health services to the client population served by the Department of Mental Health (DMH) and its contract agencies.

LIFESIGNS, INC. is also unique in that it is the only Deaf Model agency in the nation which is described as "...of, by, and for the deaf." As such, hearing impaired persons constitute a majority of the agency staff as well as the Board of Directors. LIFESIGNS, INC. is charged by the State of California with the responsibility of providing support services to all hearing impaired persons residing in Los Angeles, Orange, and Kern Counties.

In order to comply with various Federal and State mandates requiring equal access to mental health services for hearing impaired persons, DMH will use the services of LIFESIGNS, INC. to meet these requirements. Goals of this Agreement include, but are not limited to:

I. Goals

To provide qualified sign language interpretation services to hearing impaired clients who require the assistance to receive services at directly-operated and contract agencies as well as interpretation services at public meetings and training events.

A. To provide qualified sign language interpreters on an as needed basis.

B. To provide effective and accessible communication services at a level that will afford the hearing impaired client optimum benefit and equal to that of their hearing peers.

C. To provide sign language interpreter service which meets all Federal, State, and local laws and non-discrimination requirements.

EXHIBIT I
STATEMENT OF WORK

II. Description of Services

Services include, but are not limited, to the following:

A. Interpreter Referral--24 hours a day, 7 days a week
B. Communication Aids
C. Telephone Assistance
D. Interpreter Training
E. Non-Emergency Interpreter Requests
F. Emergency Interpreter Requests--dispatched within 45 minutes of the request, 24 hours a day, 7 days a week

III. Contractor's Responsibilities

A. Provide qualified sign language interpreters on an as needed basis to facilitate communication between clinicians and the hearing impaired clients served.

B. Provide qualified sign language interpreters on an as needed basis to facilitate communication at public meetings and training events.

C. Submit all required documentation and invoices.

D. Monitor and enforce all contracting provisions.

IV. DMH's Responsibilities

A. Provide community mental health services to hearing impaired clients served at directly-operated and contracted program sites.

B. Appoint one individual to act as liaison/facilitator between directly-operated and contracted programs and the Contractor. This liaison/facilitator will be responsible for authorizing all requests for interpreters, monitoring for verification and accuracy, and relaying pertinent information to the Contractor.

EXHIBIT - II

LIFESIGNS, INC.

FINANCIAL SUMMARY

FISCAL YEARS 2005-2006, 2006-2007, AND 2007-2008

Pre-scheduled professional sign language interpretation service @ $50.00 per hour (2 hour minimum) for 970 hours*.	$48,500
Special additional fee for emergency/unscheduled session @ $15.00 for 100 hours.	$1,500
Maximum Contract Amount	$50,000

*__Note__: *Actual number of hours for emergency charges and/or scheduled services incurred may vary, but the total charges will not exceed the Maximum Contract Amount of $50,000.*

ARTICLES

Article I
Contractor shall inform County when up to 75 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 44 (NOTICES).

Article II
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 expiration or other termination of this Contract. Should Contractor receive 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.

EXHIBIT-III

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR LIFESIGNS, INC.

CONTRACT NUMBER DMH-02196

CONTRACTOR 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 III

CONTRACTOR 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: Patricia Hughes

POSITION: CEO

EXHIBIT-IV

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME LIFESIGNS, INC.

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 the Lifesigns, Inc. in Los Angeles County and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from Lifesigns, Inc. In addition, you may also have access to proprietary information supplied by Lifesigns, Inc. or by other vendors doing business with Lifesigns, Inc. Lifesigns, Inc. 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 with Lifesigns, Inc. 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 Lifesigns, Inc. I agree to forward all requests for the release of any data or information received by me to the CONTRACTOR 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 Lifesigns, Inc. 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.

EXHIBIT IV

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Continued)

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 Lifesigns, Inc. or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the CONTRACTOR 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 CONTRACTOR 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: _____

EXHIBIT-V

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Services Agreement's 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 LIFESIGNS, INC., (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 _____ Patricia Hughes _____
Please print name

Signature of authorized official _____ Date _____

EXHIBIT VI

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.

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

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

SERVICES AGREEMENT

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Lifesigns, Inc.	NP								

Firm Status: NP = Non Profit

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 2005-2006, 2006-2007, AND 2007-2008

STATE HOSPITAL ESCORT SERVICES AGREEMENTS

Program Administration: C. Fierro/W. Tatman
Contract Administrator: C. Chu

Item No.	CONTRACTOR	SUP. DIST. (HQ)	Present Contract No.	Agreement Term	Maximum Annual Obligation		
					FY 2005-2006	FY 2006-2007	FY 2007-2008
1	Metropolitan State Hospital 11401 South Bloomfield Avenue Norwalk, CA 90650 William G. Silva Executive Director	4	DMH-01283	3 Yrs.	$ 220,000	$ 220,000	$ 220,000
2	Patton State Hospital 3102 East Highland Avenue Patton, CA 92369 Octavio C. Luna Executive Director	N/A	DMH-01158	3 Yrs.	$ 56,694	$ 56,694	$ 56,694
				TOTAL:	$ 276,694	$ 276,694	$ 276,694

CC:Renewal Agreements Listing FYs 05-08

ATTACHMENT E-1

CONTRACTOR: State of California Department of Mental Health

DMH _____

Contract Number

_____

Business Address: _____

_____

Reference Number

STATE HOSPITAL ESCORT SERVICES AGREEMENT

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Contract No. DMH-

STATE HOSPITAL ESCORT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of April, 2005, by and between the County of Los Angeles (hereafter "County") and State of California Department of Mental Health through the Director of Mental Health with the approval of the Director of the State Department of Mental Health (hereafter "State")

WHEREAS, County desires to obtain from State, certain personnel, facilities, and services needed to provide escort services for mental health patients on trips into the community under the provisions of Division 5 (commencing with Section 5000) of California Welfare and Institutions Code (hereafter "WIC") in accordance with WIC Sections 4017, 5602 and 5652.5; and

WHEREAS, State's **State Hospital** (hereafter "Contractor") has the necessary personnel, facilities, and services to adequately provide such mental health escort services.

NOW, THEREFORE, Contractor and County 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
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- 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.

- 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.

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

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.

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1. **TERM**: The term of this Agreement shall commence on **Board Approval** and shall continue in full force and effect through **June 30, 2005**. The Agreement may be terminated without cause at any time by either party by giving of at least thirty days' prior written notice to the other party. County may also terminate this Agreement immediately if County determines that County and/or State funds are not budgeted or available for this Agreement or any portion hereof.

2. **ADMINISTRATION**: County's Director of Mental Health or his authorized designee (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Director shall exercise general supervision over services provided hereunder in accordance with WIC Section 5608.

3. **SERVICES**: Contractor shall provide services in the form as described in ESCORT SERVICES EXHIBIT (ATTACHMENT II).

4. **SOURCES OF FUNDING**:

A. County shall pay Contractor one hundred percent of Contractor's actual costs for such services not to exceed County's Maximum Obligation described in Subparagraph B in accordance with the budgeted amounts set forth in BUDGET EXHIBT (ATTACHMENT I) less patient fees paid. Actual costs for services may be determined, in County's sole discretion, by a post-contract audit conducted by County in accordance with Paragraph 7 (FINANCIAL RECORDS AND AUDITS).

B. The Maximum Annual Obligation of County to Contractor under this Agreement shall not exceed _ **DOLLARS ($)**. Contractor shall not be required to perform services hereunder costing in excess of such dollar amount unless and until

this Agreement is amended in writing by mutual consent of the parties, with the approval of State's Department of Mental Health, to increase such dollar amount.

C. Contractor's Notification of Receipt of 75% of Total Maximum Annual Obligation amount: Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Annual Obligation amount for Contractor's performance hereunder for the fiscal year. Furthermore, Contractor shall inform County when up to 75 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 26 (NOTICES)

5. PAYMENT: Contractor shall bill County's Department of Mental Health, Provider Reimbursement Unit, in arrears, for services provided hereunder. Each billing shall reflect Contractor's actual costs, in accordance with Budget Exhibit (Attachment I). Billings shall be submitted after the first month of County's fiscal year (July 1 - June 30). County payment shall be made by warrant.

All billings under this Agreement shall be submitted by Contractor to County no later than sixty days after the close of the County's fiscal year, provided that if this Agreement is terminated prior to June 30, than all billings shall be submitted to County within sixty days after such termination date. County shall not be liable or responsible for any billings submitted after such applicable sixty days. Contractor shall submit as an addendum to each billing a log listing the following for each transportation unit of service (trip):

(1) Date of trip.

(2) Number of hours for round trip.

(3) Number of miles.

(4) Names of patients transported.

(5) Legal status of patients (e.g., temporary conservatee or conservatee).

(6) Number of staff.

(7) List of staff by number of staff per staff discipline.

6. **STAFFING**: Contractor shall insure that all professional and technical staff employed by it in the performance of its duties under this Agreement are qualified and possess all appropriate licenses as set forth in Article 8 of Chapter 3 of Division 1 of Title 9 of the California Code of Regulations and all other applicable requirements of State law.

7. **FINANCIAL RECORDS AND AUDITS**: Accurate and complete financial records shall be kept by Contractor, so that the records clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles in order to reflect the actual costs of the services rendered. All such records shall be maintained and retained by Contractor at a location in Southern California for a minimum period of four years following the expiration or termination of this Agreement, or until all County's audit findings are resolved, whichever occurs later. During the term of this Agreement and during such four years, Contractor shall make all such records available for inspection and/or audit by representatives of County at reasonable times during normal business hours.

8. **CONFIDENTIALITY**: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings and patient records and information, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, Contractor and Federal laws, ordinances, rules, regulations, guidelines, and directives relating to confidentiality. Contractor shall inform all its officers, employees, and agents providing services hereunder of such confidentiality provisions.

9. **NONDISCRIMINATION**: Contractor shall not employ any discriminatory practices in the admission of patients, assignment of accommodations, employment of personnel, or in any other respect on the basis of race, color, sex, religion, national origin, age, or physical or mental handicap, in accordance with the requirements of Federal and State law. State's admission policies shall be in writing and available to the public.

10. **INDEMNIFICATION**:

A. County shall defend, indemnify and hold Contractor and its agencies, their respective officers, employees and agents, harmless from and against any and all liability, loss, expense, 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. Contractor shall defend indemnify and hold County, its officers, employees and agents, harmless from and against any and all liability, loss,

expense, attorneys' fees, or claims for injury or damage 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 and its agencies, their officers, agents, or employees.

11. **UNLAWFUL SOLICITATION**: Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the 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 ensure 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.

12. **INDEPENDENT STATUS OF CONTRACTOR**: The officers, employees, agents, and any other personnel of Contractor shall not be, and shall not be construed to be, the employees or agents of County for any purpose whatsoever. Further, such persons shall not be entitled to any rights, privileges or benefits of County employees.

13. **ENTIRE AGREEMENT**: The body of this Agreement and ATTACHMENTS I (Budget Exhibit), II (Escort Services Exhibit), III (Attestation Form) and IV (Safely Surrendered Baby Law Fact Sheet), attached hereto and incorporated herein by reference, fully express all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of,

the terms of this Agreement, 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.

14. **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.

15. **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.

16. **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.

17. **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 17.

18. **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 Child Support Services Department 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 34 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

19. 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.

20. 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.

21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from

securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

22. 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 Attachment III as part of its obligation under this Paragraph 22.

Failure by Contractor to meet the requirements of this Paragraph 22 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

23. **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.

24. **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.

25. **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.

26. 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.

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To Contractor: State of California Department of Mental Health

Attention:

To County: Los Angeles County Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: Richard Kushi, Chief

Los Angeles County Department of Mental Health

Office of the Public Guardian

320 West Temple Street, 15th Floor

Los Angeles, CA 90012

Attention: Christopher Fierro, Deputy Director

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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 California State Department of Mental Health has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

STATE OF CALIFORNIA,
DEPARTMENT OF MENTAL HEALTH

By _____
TERRIE TATOSIAN
Procurement & contracting Officer
Administrative Services

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

METROPOLITAN STATE HOSPITAL

I have reviewed and concur with the terms of the above Agreement

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____

Name _____

By _____
Chief, Contracts Development and
Administration Division

Title Executive Director

Cc\myfile\state hospital escort services 05-06 specialized renewal boilerplate-

ATTACHMENT I
BUDGET BREAKDOWN

ESCORT SERVICES
PATTON STATE HOSPITAL

FISCAL YEAR 2004-2005

		ANNUAL AMOUNT	
I.	County Allocation	$ 56,694	
II.	Projected Revenue	0	
III.	Gross Program	$ 56,694	
IV.	Projected Units of Service		
	Trips	110	
	Average Number of Patients Per Trip	1	
V.	Budget		
	A. Personnel (Salaries and Benefits)		
	1. Two Psychiatric Technicians	$ 21,002	(2 X $10,501)
	2. Correctional Officer	$ 14,560	
	3. Employee Beneifts at 30.19%	10,737	
	Subtotal	$ 46,299	
	B. Services and Supplies		
	1. Vehicle Lease	$ 4,776	($398/mo X 12)
	Mileage (9.16 Trips per Month)	3,864	($322/mo X 12)
	Maintenance	576	($48/mo X 12)
	Equipment	660	($55/mo X 12)
	Subtotal	9,876	
	C. Other:		
	Administrative / Indirect Costs	519	
	State Budget Grand Total	$ 56,694	

cc\my documents\State Escort Services Exhibit B Budget Breakdown-Patton

ATTACHMENT II

ESCORT SERVICES EXHIBIT

1. General: Escort services are services provided to inpatients already in the mental health system where the treatment facility providing care to the particular patient has determined that it is necessary to transport and escort the patient on trips into the community.

2. Persons to be served: Escort services shall be provided to mentally ill inpatients of Hospital, who are LPS (Lanterman-Petris-Short) conservatees of Los Angeles County. Such patients are judicially committed to Hospital under one of the sections of the California Welfare and Institutions Code. They shall be transported to and from various courts in the greater Los Angeles area for legal proceedings. In some cases, these patients may be identified as extremely dangerous and serious AWOL (Absent Without Leave) risks.

3. Description of Services: State shall provide the following services as needed based upon the professional opinion of Hospital's staff:

A. Number of Patients Per Trip - State shall determine the number of patients who may be combined into one trip.

B. Escort Staff Per Trip - Based on the number of patients to be escorted, the safety and security needs of the patient(s) and the community, and the mental condition of the patient(s), State shall determine the necessary number and sex of mental health treatment and security staff necessary to escort the patient(s) on a trip.

C. Restraints - Patients transported under this Agreement may be restrained in order to prevent their escape during transport and insure the safety of escort staff, other patients and the community.

D. Patient Meals - If a patient is on a trip into the community during normal meal

times, State shall arrange for the provision of appropriate meals for the patient in accordance with the patient's dietary needs.

E. Drivers and Transportation Vehicles - State shall provide the necessary drivers and appropriately equipped ambulances or other transportation vehicles to provide the necessary transportation and care to patients on trips into the community.

ATTACHMENT III

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Affiliation Agreement for Forensic Fellows Services, Paragraph 35 (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 University of Southern California (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 _____

ATTACHMENT IV

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

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
Governor

Health and Human Services Agency
Secretary

Department of Social Services
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 también está 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.

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

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

STATE HOSPITALS ESCORT SERVICES AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Metropolitan State Hosp.	G								
2	Patton State Hospital	G								

Firm Status: G = Government Agency representing the State of California Department of Mental Health State Hospitals.

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.

CC: Minority-woman owned firms Attachments

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

CONTRACT RENEWAL AGREEMENTS FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

SCHOOL AGREEMENTS*

Program Administration	Contract Administrator	Item No.	CONTRACTOR	SUP. DIST. (HQ)	Present Contract No.	Agreement Term
T. Beliz/ E. Vidaurri	P. Pollock	1	ABC Unified School District 16700 Norwalk Boulevard Cerritos, CA 90703 Toan Nguyen Chief Financial Officer	4	DMH-01376	5 Yrs.
J. Hatakeyama/ P. McIver	P. Pollock	2	Los Angeles Unified School District 333 South Beaudry Street Los Angeles, CA 90017 Gil Palacio Director	1	DMH-01385	5 Yrs.
J. Hatakeyama/ E. Vidaurri	P. Pollock	3	Montebello Unified School District 123 South Montebello Boulevard Montebello, CA 90640 Glenn Sheppard Business Manager, Business Services	1	DMH-01378	5 Yrs.

* Contract allows DMH staff to provide mental health services at school sites without a Maximum Contract Amount.

PP:Renewal Agreements Listing FYs 05-06

ATTACHMENT F-1

CONTRACTOR:

_____ _____
Contract Number

_____

Business Address:

_____ _____
Reference Number(s)

_____

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

SERVICES AGREEMENT
FOR PROVISION OF ON-SITE MENTAL HEALTH SERVICES

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ATTACHMENTS

EXHIBIT I	SERVICE DELIVERY SITE LISTING
EXHIBIT II	SERVICE DESCRIPTION
EXHIBIT III	CONTRACTOR'S CONFIDENTIALITY ACKNOWLEDGEMENT

CONTRACT NO. _____

AGREEMENT

BETWEEN

THE COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

AND

_____

FOR THE PROVISION OF ON-SITE MENTAL HEALTH SERVICES

THIS AGREEMENT (hereafter "Agreement") is made and entered into this _____ day of _____, 200___ by and between_____. (hereafter "Contractor") and the County of Los Angeles Department of Mental Health (hereafter "County").

WHEREAS, the purpose of this Agreement entered into by Contractor and County is to provide selected mental health services at school sites identified on Exhibit I.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties contained herein, it is agreed by and between County and Contractor 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**
- **Professionalism**
- **Accountability**
- **Compassion**
- **Integrity**
- **Commitment**
- **A Can-Do Attitude**
- **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.

- **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.

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 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 APPLICABLE DOCUMENTS:

Exhibits I, II, and III 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:

1.1 Exhibit I- Service Delivery Site Listing

1.2 Exhibit II- Service Description

1.3. Exhibit III- Contractor Acknowledgement and Confidentiality Agreement

2.0 DESCRIPTION OF SERVICES: County shall provide services to as set forth in Exhibit II (SERVICE DESCRIPTION), which is attached hereto and incorporated by reference as though fully set forth herein.

3.0 TERM OF AGREEMENT:

3.1 The period of this Agreement shall commence on date of Board approval and shall continue in full force and effect through_____.

3.2 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 18 (NOTICES)

4.0 CONTRACTOR'S RESPONSIBILITIES:

4.1 Contractor agrees to provide a private office for the provision of mental health psychotherapy and a locked cabinet for storage of client confidential records.

4.2 Contractor agrees to allow visits by authorized County and/or State personnel to certify the site and/or audit client records maintained on site by DMH.

5.0 INDEMNIFICATION AND INSURANCE: In accordance with Government Code Section 895, 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.

6.0 ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Contractor shall provide to County an executed Contractor Acknowledgement and Confidentiality Agreement (Exhibit III) prior to the commencement of services under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Chief, Contracts Development and Administration Division, 550 South Vermont Avenue, 5Th Floor, Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the County first performs work under this Agreement.

7.0 CONFLICT OF INTEREST: 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.

8.0 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.

8.1 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.

8.2 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.

8.3 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.

8.4 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. 8.5 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.

8.5 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.

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

9.0 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.

10.0 MODIFICATION AND CHANGE NOTICES:

10.1 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 and Contractor.

10.2 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 and Contractor.

11.0 INDEPENDENT CONTRACTOR STATUS: It is understood and agreed, and it is the intention of the parties hereto, that Contractor is an independent contractor and not the employee, agent, joint venture, or partner of County for any purpose whatsoever. Contractor 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 Contractor's engagement under this Agreement.

12.0 COUNTY LOBBYIST: Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, 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.

13.0 ANTI-DISCRIMINATION:

13.1 Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by Contractor 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. Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Contractor 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.

13.2 Contractor and County agree that in the event of a violation by Contractor 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.

14.0 TERMINATION FOR CONVENIENCE: Any of the parties to this Agreement may terminate said Agreement in whole or in part at any time when such action is deemed by Contractor and /or County to be in its best interest. Termination of services hereunder shall be effected by delivery to the other party of a 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, County shall stop services under this Agreement on the date specified in such Notice of Termination.

15.0 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 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 (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.

16.0 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.

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

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("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 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

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

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

1.4 "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).

1.5 "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, whether oral or recorded in any form or medium, 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. "Protected Health Information" includes Electronic Health Information.

1.6 "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.

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

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

1.9 "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.

1.10 Terms used, but not otherwise defined in this Paragraph __ shall have the same meaning as those terms in the HIPAA 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:

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

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

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

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple ST.
Suite 525
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 and Security 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. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.538, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

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 COVERED ENTITY

3.1 Obligation of Covered Entity. 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 Paragraph and cure is not possible; or

(c) If neither termination nor cure is 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 or Security 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 and Security 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 and Security Regulations.

18.0 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 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 County of Los Angeles

Department of Mental Health

Contracts Development and Administration Division

550 S. Vermont Avenue

Los Angeles, California 90020

Attention: Richard Kushi, Chief

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee,, and Consultant has caused this Amendment 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
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

EXHIBIT I

SERVICE DELIVERY SITE LISTING

	Name of School and Address	DMH Facility Providing Mental Health Service

EXHIBIT II

SERVICE DESCRIPTION

OF ON-SITE MENTAL HEALTH SERVICES AT SCHOOL DISTRICT SITES

1. GENERAL: Department of Mental Health (DMH) staff shall provide mental health services throughout the School District at designated school sites.

2. PERSONS TO BE SERVED: Students and families of the School District as designated by the School District to receive services.

3. SERVICE DELIVERY SITE(S): School Campus sites designated by the School District (are) located at: Site(s) as identified on the Service Delivery Site Exhibit.

   A. School District agrees to provide a private office and at service delivery site for the provision of psychotherapy and a locked cabinet for storage of client confidential records.

   B. School District agrees to allow site visits by authorized County or State personnel to certify and/or audit client records.

4. PERSONNEL: DMH personnel who provide services shall be properly trained in accordance with prevailing professional standards and be licensed and legally certified to perform services.

5. PROGRAM ELEMENTS AND SERVICES: DMH will provide as it determines:

   A. Mental Health Services, which include; but ae not limited to, individual, group, and/or family therapy;

   B. Case management services;

   C. Referrals for additional or adjunctive care when indicated; and

   D. DMH will be responsible for the cost and maintenance of equipment deemed necessary for the provision of psychotherapy and/or psychological assessments.

EXHIBIT III

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR _____

CONTRACT NUMBER _____

CONTRACTOR 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 III

CONTRACTOR 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: _____

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

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

AGREEMENTS BETWEEN THE COUNTY OF LOS ANGELES-DMH AND SCHOOL DISTRICTS FOR THE PROVISION OF ON-SITE MENTAL HEALTH SERVICES

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	ABC Unified School District	N/A*								
2	Los Angeles Unified School District	N/A*								
3	Montebello Unified School District	N/A*								

* N/A = Not Applicable since Agreements are with School Districts.

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

ATTACHMENT G

CONTRACT RENEWAL AGREEMENT FOR FYs 2005-2006, 2006-2007, 2007-2008, 2008-2009, AND 2009-2010

AFFILIATION AGREEMENT

Program Administration: C. Fullmore/A. Jiminez
Contract Administrator: Y. Liu

Item No.	CONTRACTOR	SUP. DIST. (HQ)	Present Contract No.	Agreement Term	Fee Schedule				
					FY 2005-2006	FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-2010
1	University of Southern California (Forensic Fellows) 2250 Alcazar Street, CSC-219 Los Angeles, CA 90033 Nolan Gomm, Deputy Director	1	DMH-00660	5 Yrs.	$ 226,200	$ 226,200	$ 226,200	$ 226,200	$ 226,200
				TOTAL:	$ 226,200	$ 226,200	$ 226,200	$ 226,200	$ 226,200

YL:Renewal Agreements Listing FYs 05-08

ATTACHMENT G-1

CONTRACTOR

University of Southern California

DMH-02202
Contract Number

DMH-00568
Reference Number

Business Address:

Department of Contracts and Grants

2250 Alcazar Street, CSC-219

Los Angeles, CA 90033

Supervisorial District(s) All

COUNTY OF LOS ANGELES

AFFILIATION AGREEMENT
FOR FORENSIC FELLOWS SERVICES

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Mental Health Service Area(s) All Countywide X

K: S ____ U X

PO: Justice Prog. X

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EXHIBIT B: FEE SCHEDULE
EXHIBIT C: SAFELY SURRENDERED BABY LAW FACT SHEET
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EXHIBIT E: CROSSWALK FACT SHEET

Contract Number DMH-02202

AFFILIATION AGREEMENT
FOR FORENSIC FELLOWS SERVICES
BETWEEN THE COUNTY OF LOS ANGELES
AND
UNIVERSITY OF SOUTHERN CALIFORNIA

THIS AFFILIATION AGREEMENT for Forensic Fellows Services (hereafter "Agreement") is made and entered into this ___ day of _____, _____, by and between the University of Southern California (hereafter "CONTRACTOR"), located at the Department of Contracts and Grants, 2250 Alcazar Street, CSC-219 Los Angeles, CA 90033, and the County of Los Angeles on behalf of its Department of Mental Health (hereafter "COUNTY"), located at 550 South Vermont Avenue, Los Angeles, CA 90020.

RECITALS

WHEREAS, COUNTY's Department of Mental Health has a need for, and desires to engage the services of forensic fellow psychiatrists and psychologists with special training and expertise with a post-graduate forensic medical program; and

WHEREAS, CONTRACTOR has forensic fellows who are fully licensed, trained psychiatrists and psychologists and who posses the education, skills, experience, and competency to perform forensic treatment and consulting services; and

WHEREAS, COUNTY is authorized by Government Code Section 31000 to contract to such special services, including those contemplated herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties contained herein, it is agreed by and between COUNTY and CONTRACTOR 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
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- 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.

- 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.

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

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. APPLICABLE DOCUMENTS: Exhibits A, B, C, D, and E 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:

A. Exhibit A - Statement of Work

B. Exhibit B - Fee Schedule

C. Exhibit C - Safely Surrendered Baby Law Fact Sheet

D. Exhibit D - Attestation Regarding Federally Funded Programs

E. Exhibit E - Crosswalk Fact Sheet

2. SERVICES PROVIDED: CONTRACTOR shall provide students to the COUNTY for training purposes as set forth in Exhibit A (STATEMENT OF WORK), which is attached hereto and incorporated by reference.

3. TERM: This Agreement shall commence upon Board of Supervisors' approval and shall continue in full force and effect through June 30, 2010, 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.

4. 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 forgoing, 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 term 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.

D: CONTRACTOR shall maintain accurate and complete financial records of its activities and operation relating to this Agreement and, for a period of four (4) years after termination of final settlement under this Agreement, CONTRACTOR shall make available to COUNTY,

all of its books, records, documents or other evidence bearing on the costs and expenses of CONTRACTOR under this Agreement with respect to CONTRACTOR's work hereunder. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR 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.

5. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of the COUNTY. CONTRACTOR shall designate in writing a Contract Manager who shall function as liaison with COUNTY regarding CONTRACTOR's performance hereunder.

6. 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 time 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 (5) days for such longer period as COUNTY may authorize in writing after receipts of notice from COUNTY specifying such failure.

B. The rights and remedies of COUNTY provided in this Paragraph 6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. 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 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 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 (800) 544-6861.

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

8. PAYMENT: In consideration of the performance by CONTRACTOR in a manner satisfactory to COUNTY of the services described in Exhibit A, CONTRACTOR shall be paid in accordance with the Fee Schedule set out in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum $226,200 for Fiscal Year 2005-2006 and for each successive Fiscal Year through June 30, 2010, unless amended.

Notwithstanding such limitation of funds, CONTRACTOR agrees to satisfactorily complete all work specified in Exhibit A. To request payment, CONTRACTOR shall submit to the Department of Mental Health's Accounting Division, monthly invoices accompanied by a statement of the number of hours worked by each individual assigned to the project for the invoice period. The report shall be prepared in a format satisfactory to the Chief of the Accounting Division. Payment to CONTRACTOR shall be only upon written approval of the invoice by COUNTY's Project Manager or his/her designated representative. CONTRACTOR shall submit invoice to:

County of Los Angeles
Department of Mental Health
550 South Vermont Avenue, 8th Floor
Los Angeles, CA 90020
Attention: Accounts Payable
Accounting Division

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. Furthermore, CONTRACTOR shall inform COUNTY when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. CONTRACTOR shall send such notices to those persons and addresses which are set forth in Paragraph 51 (NOTICES).

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 51 (NOTICES).

9. REPORTING RESPOSIBILITY 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's 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's Project Manager, who shall be the sole judge of the reasonableness and extent of such use. The use or non-use of COUNTY resources by CONTRACTOR shall not relieve CONTRACTOR of its responsibilities 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:

Beth Briscoe, Administrator
Jail Mental Health Services

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/disputes. CONTRACTOR's Project Manager shall be:

Bruce Gross, M.B.A., J.D., Ph. D.
Director
University of Southern California
Institute of Psychiatry, Law, and
Behavioral Science
2020 Zonal Avenue
IRD Suite 713
Los Angeles, CA 90033

10. 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.

11. 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 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's 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 subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

(b) CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor 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.

12. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION 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 8 (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 changes in allocation of funds at the earliest possible date.

13. HEALTH EXAMINATIONS: CONTRACTOR shall certify in writing that each fellow selected for participation is in good health, as evidenced by a complete health examination, including, but not limited to, immunization against communicable diseases, which is satisfactory to COUNTY, and which is provided by CONTRACTOR at no cost to COUNTY.

CONTRACTOR shall certify in the same manner the satisfactory health status of any fellow after any absence of such fellow from participation in the training program at COUNTY's facility caused by injury or illness before such fellow recommences participation in such training program.

14. EMERGENCY HEALTH CARE SERVICES: COUNTY shall provide emergency health care services as required to CONTRACTOR's fellows when such fellows are injured or become ill while in the premises of COUNTY's facility pursuant to this Agreement but shall not be responsible for the provision of such services for any injury or illness not occurring during such time. To the extent that CONTRACTOR of such fellows has medical insurance, workers' compensation, or other coverage which will pay COUNTY for such services, COUNTY shall be entitled to bill and collect payment for all services rendered pursuant to this Paragraph.

15. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Prior to sending any fellow to COUNTY, CONTRACTOR shall determine that such fellow obtains all appropriate and necessary licenses, permits, registrations, and certificates provided for under Federal, State, and local law. CONTRACTOR shall also ensure that such fellow maintains all such licenses, permits, registrations, and certificates in effect while such fellow performs services at COUNTY's facility.

16. 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 or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 16, 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 the facility; providing any services 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 person 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, national origin, ancestry, sex, age, marital status, or 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 the 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 includes 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 procedure 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.

C. If direct services (i.e., 24 hour services, case management services, day services, and outpatient services) are provided hereunder, CONTRACTOR shall have admission policies which are in accordance with Title 9 of the California Code of Regulation, Sections 526 and 527, and which shall be 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.

17. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: CONTRACTOR shall not assign its right 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 shall be null and void.

18. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement, including all exhibits, are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

19. WAIVER: No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of 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.

20. AUDIT REPORTS: In the event that an audit is conducted of CONTRACTOR by a Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, and such audit results in a final report which contains information or conclusions relating to CONTRACTOR's

performance of this Agreement, CONTRACTOR shall file a copy of any such audit report, or such portion thereof which is adequate to fully disclose such information or conclusions, with COUNTY's Department of Auditor-Controller within 30 days after receipt thereof. COUNTY shall make a reasonable effort to maintain the confidentiality of any such audit report. Failure of CONTRACTOR to comply with the provision of this Paragraph 20 shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement.

21. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of COUNTY conduct an audit of CONTRACTOR regarding this Agreement and if such audit finds that COUNTY's dollar liability hereunder is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either repaid by CONTRACTOR to COUNTY by cash payment upon demand or, at Director's option, deducted from any amounts due to CONTRACTOR from COUNTY. If such audit finds that COUNTY's dollar liability hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment.

22. INFORMATION FOR THIRD-PARTY PAYERS:

A. Reports: CONTRACTOR shall provide reasonable assistance to COUNTY with respect to the provision of financial and other information as may be required by COUNTY in preparation of cost and other financial reports required by the California Office of Statewide Health Planning and Development, the California Department of Health Services, the Medicare and Medi-Cal intermediaries, and other carriers or other third-party payers requesting such information.

B. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act 42 United States Code Section 1395x(v) (1) (1) is applicable, CONTRACTOR agrees that for a period of five (5) 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 Resources, to the Controller of the United States, and to any of their duly authorized representatives, the contracts, books, documents and records of the party which are necessary to verify the nature and the extent of the cost of services provided hereunder.

23. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the law 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.

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, 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.

25. 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, 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 CONRACTOR, its officers, employees, or agents.

26. UNLAWFUL SOLICITATION: CONTRACTOR shall require all of its employees providing services hereunder 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. CONFLICT OF INTEREST:

A. No COUNTY employee whose position in COUNTY enables such employee to influence the award of 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 or 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.

28. 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.

29. MODIFICATION AND CHANGE NOTICES:

A. 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 CONTRACTOR.

B. 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 CONTRACTOR.

30. INDEPENDENT STATUS OF CONTRACTOR: It is understood and agreed, and it is the intention of the parties hereto, that CONTRACTOR is an independent CONTRACTOR and not the employee, agent, joint venture, or partner of COUNTY for any purpose whatsoever. CONTRACTOR 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 CONTRACTOR's engagement under this Agreement.

CONTRACTOR understands and agrees that all persons who are non-COUNTY compensated employees of CONTRACTOR and who are furnishing services to COUNTY pursuant to the Agreement are, for purposes of workers' compensation liability, employees solely of CONTRACTOR and not of COUNTY.

CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any of the aforementioned persons for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this Agreement.

31. COUNTY LOBBYISTS: CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in 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.

32. ANTI-DISCRIMINATION: CONTRACTOR certifies and agrees that all persons employed by CONTRACTOR, its affiliates, subsidiaries or holding companies, are and will be treated equally by CONTRACTOR without regard to, or because of, race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to, or because of, race, religion, ancestry, national origin or sex. CONTRACTOR 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 contract 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. CONTRACTOR and COUNTY agree that in the event of a violation by CONTRACTOR of the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled 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.

33. PROJECT PERSONNEL: CONTRACTOR further represents and warrants that all forensic fellows performing work under this Agreement have the necessary training, education, and licensure required to perform service under this Agreement.

34. THIRD PARTIES: The parties understand and agree that this Agreement establishes an agreement between the parties hereto only for the purpose of providing services as set forth in this Agreement and that this Agreement is not intended, and shall not be construed as providing any rights to, or expanding any rights, of any third party, including, but not limited to, any fellow.

35. 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 Exhibit D as part of its obligation under this Paragraph 35.

Failure by CONTRACTOR to meet the requirements of this Paragraph 35 shall constitute a material breach of Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

36. 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.

37. 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. 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 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.

39. 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.

40. 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.

41. QUALITY OF CARE REVIEW: The parties agree to cooperate to the extent reasonably necessary and practicable in coordinating quality of care review activities relating to any service provided by any fellow exchanged hereunder.

42. 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. 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 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 District Attorney 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).

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 pursuant to Subparagraph A (CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program) shall constitute a default be CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this Agreement pursuant to Agreement Paragraph 6 (TERMINATION FOR DEFAULT).

C. CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents"

poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

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 on the Project.

46. 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 three (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 any term of an Agreement with the COUNTY or a nonprofit corporation created by 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, 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 the 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. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): CONTRACTOR hereby acknowledges that the COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, or excluded from securing contracts. By executing this Agreement, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, CONTRACTOR certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Agreement, should it or any of its subcontractors or any principals or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Agreement upon which the COUNTY may immediately terminate or suspend this Agreement.

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48. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and it's 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 Exhibit E (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, 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.

49. 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.

50. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. 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. 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.

51. 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 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 (10) days prior written notice thereof to the other party.

To CONTRACTOR:	University of Southern California
	Department of Contracts and Grants
	2250 Alcazar Street, CSC-219
	Los Angeles, CA 90033
Attention:	Lynzee Engel Browning, Contracts and Grants Administrator
Copy To:	University of Southern California
	Institute of Psychiatry, Law, and Behavioral Science
	2020 Zonal Avenue
	IRD Suite 713
	Los Angeles, CA 90033
Attention:	Bruce Gross, M.B.A., J.D., Ph.D.
	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_____
~~(AFFIX CORPORATE SEAL HERE)~~

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

AffliliationAgmt.05 06 (4/18/05)

COUNTY OF LOS ANGELES

AFFILIATION AGREEMENT
FOR FORENSIC FELLOWS SERVICES

STATEMENT OF WORK

I. Objective

To establish a public sector-academic training affiliation between the University of Southern California – Institute of Psychiatry, Law, and Behavioral Science, hereinafter called "Institute," and the County of Los Angeles – Department of Mental Health's Jail Mental Health Program at the Twin Towers Correctional Facility, hereinafter called "TTCF," for the following purposes:

A. To train young, energetic, intelligent, ethnically diverse and forensically-oriented mental health professionals for the cutting edge challenges found within the corrections population at TTCF;
B. To enhance the perception of the corrections career path among these professionals;
C. To provide TTCF inmate treatment and consultation by Institute fellows and faculty;
D. To provide on-site education to TTCF mental health personnel regarding forensic issues related to evaluation and treatment; and
E. To encourage recruitment of forensically-trained psychiatrists and psychologists for the Jail Mental Health Programs of Los Angeles County.

II. Definition of Forensic Fellows

A. Psychiatric Forensic Fellow
- post-residency M.D.
- licensed physician
- accepted applicant to the Institute of Psychiatry, Law, and Behavioral Science of the University of Southern California Keck School of Medicine

B. Psychologic Forensic Fellow
- post-doctoral Ph.D.
- licensed psychologist
- accepted applicant to the Institute of Psychiatry, Law, and Behavioral Science of the University of Southern California Keck School of Medicine

III. Institute Responsibilities

A. The Institute will provide two (2) forensic psychiatrists two (2) days each week at TTCF. This will provide an average of 40 hours per week. The days scheduled are tentatively identified as Tuesdays and Thursdays.

B. The Institute will additionally provide two (2) forensic psychologists for two (2) days at TTCF each week, for a total of approximately 40 hours per week.

C. The Institute's Director, Medical Director, and Chief Psychologists will consult with TTCF personnel as arranged by Institute faculty and TTCF administration.

D. It is understood that all fellows must obtain appropriate clearance and approval by the Los Angeles County Sheriff's Department prior to the start of their TTCF rotations. It if further understood that the Institute will not place a fellow at TTCF at County's direction.

E. The forensic psychiatric services and forensic psychological services the fellows will provide at TTCF include, but are not restricted to, the following:

1. Screening evaluations in TTCF's Inmate Reception Center (IRC) under the direction of IRC's supervising psychiatrist;
2. Continued patient care for inmates admitted by the fellow from IRC to the Forensic Outpatient (FOP) unit to which the fellow is assigned;
3. Continued patient care for any inmate under the fellow's care on FOP, in conjunction with the Forensic Inpatient Program's (FIP) primary psychiatrist, should such patient require a direct transfer to the FIP;
4. Continuing individual psychotherapy for one or two patients on the fellow's FOP unit, to be selected with consultation from the Educational Director and Head Psychiatrist. The Educational Director or his designee will provide supervision at a frequency of once per week;
5. Continuing group psychotherapy, either as a co-therapist or single therapist, once per week. Such sessions will be from 45 minutes up to 1½ hours duration, with supervision by TTCF supervising psychologists;
6. Representation for the fellow's FIP unit's patients for legal proceedings, including Probable Cause hearings for the fellow's own patients and Riese, Writ or Conservatorship hearings for any patient on the unit, at the direction of the unit's Head Psychiatrist

and as the fellow's schedule permits. Such representation may require the fellow's appearance at Superior Court Department 95;

7. Participation in FOP team meetings;
8. Fellows will attend Disciplinary Review Board meetings involving patients from their assigned module;
9. Consultation with FOP nursing, custody and allied mental health staff regarding clinical case management;
10. Forensic psychiatry fellows will participate in their FOP unit's ongoing psychotropic medication monitoring (Psychline) by attending Psychlines on their modules, consisting primarily of patients they have been following;
11. Forensic psychology fellows will provide psychological evaluation and consultation to post-sentencing patients on the FOP units, under the direction of TTCF's chief forensic psychologists and/or their designee;
12. Consultation to IRC and FOP nursing, custody and mental health staff;
13. Participation in ongoing research efforts involving IRC and FOP unit patients;
14. Consultation with or supervision of more junior psychiatry or psychology trainees assigned to the fellow's FOP unit or working contemporaneously in the IRC;
15. Fellows will maintain all appropriate records on patients for whom they have provided care, whether acting in a primary care or consultative role;
16. Fellows will attend TTCF educational activities as their schedule permits, at the direction of the Educational Director;
17. Each fellow will be responsible for presenting at least one formal didactic session to either TTCF psychiatric or allied mental health staff, under the direction and supervision of the TTCF Educational Director; and
18. Fellows will have no inmate or patient contacts unless expressly authorized by the Educational Director.

IV. TTCF Responsibilities

A. TTCF will provide access to inmates and patients and documentation of fellows' activities with such patients, both to the fellows and the Institute.

B. TTCF will provide on-site professional, individual supervision for the Institute's forensic fellows in all locations to which they may be assigned, including, but not limited to: IRC, FOP and FIP, for a minimum of two (2) hours per week

C. TTCF's Educational Director will:
   1. Coordinate fellows' assignments to specific areas and duties;
   2. Prioritize consultation services to be provided by the fellows;
   3. Review and authorize any additional fellows' activities as may be deemed appropriate;
   4. Meet monthly with fellows to review their educational or clinical needs, assignments, and performance;
   5. Provide individual supervision for ongoing psychotherapy cases;
   6. Provide all necessary liaison activities with the Institute, TTCF staff, and the County of Los Angeles' Sheriff's Department; and
   7. Provide evaluations of fellow's performance to the Institute every three months.

D. Professional Liability Coverage: County shall only provide forensic fellows with third-party professional liability coverage to cover work performed under this Agreement. County is not responsible to, and will not provide, any professional liability coverage for all other work performed by forensic fellows for Contractor.

COUNTY OF LOS ANGELES **EXHIBIT B**

AFFILIATION AGREEMENT
FOR FORENSIC FELLOWS SERVICES

FEE SCHEDULE

		Cost
		FYs 2005-2006 through 2009-2010
Forensic Psychiatrist Approximately 40 hours per week		$ 156,000
Forensic Psychologist Approximately 40 hours per week		$ 70,200
	TOTAL	$ 226,200

Hourly rate is calculated as follows:

Total hours estimated per year: 52 weeks X 40 hrs. per week = 2,080 hrs. per year

Psychiatrist rate per hour = $75.00

Pyschologist rate per hour = $33.75

EXHIBIT C

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

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.

EXHIBIT D

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Affiliation Agreement for Forensic Fellows Services, Paragraph 35 (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 University of Southern California (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 _____

EXHIBIT E

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

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

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

AFFILIATION AGREEMENT

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	University of Southern California	N/A*								

* N/A = Not Applicable since Agreement is with a University.

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

ATTACHMENT H

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

ASSESSORS AGREEMENTS

Program Administration: J. Hatakeyama/P. McIver
Contract Administrator: R. Bumpus

Item No.	CONTRACTOR	SUP. DIST.	Present Contract No.	Agreement Term	Hourly Rate*		
					FY 2005-2006	FY 2006-2007	FY 2007-2008
1	Douglas Allen, Ph.D. dba A Professional Psychology Corporation 23241 Ventura Boulevard, #209 Woodland Hills, CA 91364	All	DMH-01358	3 Yrs.	$ 80	$ 80	$ 80
2	Meredyth Alpert, L.C.S.W. 3932 San Marcos Court Newbury Park, CA 91320	All	DMH-01286	3 Yrs.	$ 50	$ 50	$ 50
3	Joyce Ballard, L.C.S.W. 1011 Superba Avenue Venice, CA 90291	All	DMH-01359	3 Yrs.	$ 50	$ 50	$ 50
4	Olujimi O. Bamgbose, Ph.D. 15720 Ventura Boulevard, Suite 202 Encino, CA 91436-2914	All	DMH-01360	3 Yrs.	$ 80	$ 80	$ 80
5	Monica Benitez-Kelson, Ph.D. 3440 Motor Avenue #210 Los Angeles, CA 90034	All	DMH-01316	3 Yrs.	$ 80	$ 80	$ 80
6	Harriet Boxer, Ph.D. 1520 Camden Avenue, #104 Los Angeles, CA 90025	All	DMH-01289	3 Yrs.	$ 80	$ 80	$ 80
7	Tracey Burrel, Ph.D. 44 Knollview Court Simi Valley, CA 93065	All	DMH-01293	3 Yrs.	$ 80	$ 80	$ 80
8	Robert D. Byrd, Ph.D. 1137 Second Street, Suite 105 Santa Monica, CA 90403	All	DMH-01294	3 Yrs.	$ 80	$ 80	$ 80
9	Harvey M. Canter, Ph.D. 15720 Ventura Boulevard, Suite 209 Encino, CA 91436	All	DMH-01295	3 Yrs.	$ 80	$ 80	$ 80

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

ASSESSORS AGREEMENTS

Program Administration: J. Hatakeyama/P. McIver
Contract Administrator: R. Bumpus

Item No.	CONTRACTOR	SUP. DIST.	Present Contract No.	Agreement Term	Hourly Rate*		
					FY 2005-2006	FY 2006-2007	FY 2007-2008
10	Kerry A. Causey, L.C.S.W. 108 South Helberta Avenue Redondo Beach, CA 90277	All	DMH-01297	3 Yrs.	$ 50	$ 50	$ 50
11	John M. Chavez, Ph.D. 1530 Highland Oaks Drive Arcadia, CA 91006	All	DMH-01361	3 Yrs.	$ 80	$ 80	$ 80
12	Jill Cohen, Ph.D. 19625 Schoolcraft Street Reseda, CA 91335	All	DMH-01605	3 Yrs.	$ 80	$ 80	$ 80
13	Persila Conversano, Psy.D. P.O. Box 15164 Beverly Hills, CA 90209-2164	All	DMH-01605	3 Yrs.	$ 80	$ 80	$ 80
14	Lori Crawford, L.C.S.W. 22777 Lyons Avenue, Suite #106B Santa Clarita, CA 91321	All	DMH-01606	3 Yrs.	$ 50	$ 50	$ 50
15	Julie Criss-Hagerty, Ph.D. 23504 Lyons Avenue, Suite #304 Newhall, CA 91321	All	DMH-01299	3 Yrs.	$ 80	$ 80	$ 80
16	Cheryl Davis, Ph.D. 16317 Bryant Street North Hills, CA 91343	All	DMH-01300	3 Yrs.	$ 80	$ 80	$ 80
17	Alann D. Dingle, Ph.D. 2401 Pacific Coast Highway, #102 Hermosa Beach, CA 90254	All	DMH-01301	3 Yrs.	$ 80	$ 80	$ 80
18	Margaret Dominguez, Ph.D. 1137 2nd Street, Suite 213 Santa Monica, CA 90403	All	DMH-01302	3 Yrs.	$ 80	$ 80	$ 80
19	Judy Eloed, L.C.S.W. 6399 Wilshire Boulevard, Suite 317 Los Angeles, CA 90048	All	DMH-01303	3 Yrs.	$ 50	$ 50	$ 50

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

ASSESSORS AGREEMENTS

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Contract Administrator: R. Bumpus

Item No.	CONTRACTOR	SUP. DIST.	Present Contract No.	Agreement Term	Hourly Rate*		
					FY 2005-2006	FY 2006-2007	FY 2007-2008
20	Eileen Escarce, Ph.D. P.O. Box 3155 Santa Monica, CA 90408-3155	All	DMH-01608	3 Yrs.	$ 80	$ 80	$ 80
21	Sandi J. Fischer, Ph.D. 12400 Ventura Boulevard Studio City, CA 91604	All	DMH-01306	3 Yrs.	$ 80	$ 80	$ 80
22	Susana Friedlander, Ph.D. 595 East Colorado Boulevard, Suite 612 Pasadena, CA 91101	All	DMH-01307	3 Yrs.	$ 80	$ 80	$ 80
23	Paul A. Garcia, L.C.S.W. 16115 Liggett Street North Hills, CA 91343	All	DMH-01308	3 Yrs.	$ 50	$ 50	$ 50
24	Robert L. Grossbard, Ph.D. 928 6th Street, Suite 4 Santa Monica, CA 90403	All	DMH-01312	3 Yrs.	$ 80	$ 80	$ 80
25	Delores Hill, L.C.S.W. 8939 South Sepulveda Boulevard, #250 Los Angeles, CA 90045	All	DMH-01313	3 Yrs.	$ 50	$ 50	$ 50
26	Lorah Joe, L.C.S.W. 3540 Wilshire Boulevard, Suite 810 Los Angeles, CA 90035	All	DMH-01397	3 Yrs.	$ 50	$ 50	$ 50
27	Lisa Kay, Psy.D. 1123 South Wooster Street, #202 Los Angeles, CA 90035	All	DMH-01315	3 Yrs.	$ 80	$ 80	$ 80
28	Clevert S. King, Ph.D. 100 North Brand Boulevard, Suite 200 Glendale, CA 91203	All	DMH-01318	3 Yrs.	$ 80	$ 80	$ 80

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

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

ASSESSORS AGREEMENTS

Program Administration: J. Hatakeyama/P. McIver
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Item No.	CONTRACTOR	SUP. DIST.	Present Contract No.	Agreement Term	Hourly Rate*		
					FY 2005-2006	FY 2006-2007	FY 2007-2008
29	Roy B. King, L.C.S.W. 6427 Sherbourne Drive Los Angeles, CA 90056	All	DMH-01319	3 Yrs.	$ 50	$ 50	$ 50
30	Michael C. Knapp, Ph.D. 8535 Oak Park Avenue Northridge, CA 91325	All	DMH-01365	3 Yrs.	$ 80	$ 80	$ 80
31	Leslie A. Larson, Ph.D. 410 Arden, Suite 201 Glendale, CA 91203	All	DMH-01321	3 Yrs.	$ 80	$ 80	$ 80
32	Linda Librizzi, L.C.S.W. 701 Grant Street #6 Santa Monica, CA 90405	All	DMH-01324	3 Yrs.	$ 50	$ 50	$ 50
33	Bonnie Mahler, Ph.D. 23504 Lyons Avenue, Suite #401 Santa Clarita, CA 91321	All	DMH-01325	3 Yrs.	$ 80	$ 80	$ 80
34	Amy Allison Maiman, L.C.S.W. 30536 Rainbow View Drive Agoura Hills, CA 91301	All	DMH-01326	3 Yrs.	$ 50	$ 50	$ 50
35	David R. Marquez, L.C.S.W. 119 South Atlantic Boulevard, Suite #209 Monterey Park, CA 91754	All	DMH-01328	3 Yrs.	$ 50	$ 50	$ 50
36	David M. McCully, L.C.S.W. 9567 Dale Avenue Shadow Hills, CA 91040	All	DMH-01330	3 Yrs.	$ 50	$ 50	$ 50
37	Victoria A. Menchaca, Ph.D. 10921 Wilshire Boulevard, #504 Los Angeles, CA 90024	All	DMH-01367	3 Yrs.	$ 80	$ 80	$ 80

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

ASSESSORS AGREEMENTS

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Item No.	CONTRACTOR	SUP. DIST.	Present Contract No.	Agreement Term	Hourly Rate*		
					FY 2005-2006	FY 2006-2007	FY 2007-2008
38	Gloria Mucino, L.C.S.W. 3201 Wilshire Boulevard, Suite 303 Santa Monica, CA 90403	All	DMH-01332	3 Yrs.	$ 50	$ 50	$ 50
39	Sandra Palamara, Ph.D. 12304 Santa Monica Boulevard, #213 Los Angeles, CA 90025	All	DMH-01334	3 Yrs.	$ 80	$ 80	$ 80
40	Maria M. Parent, Ph.D. 3245 Verdugo Road Glendale, CA 91208-1633	All	DMH-01335	3 Yrs.	$ 80	$ 80	$ 80
41	Michelle Perlmutter, L.C.S.W. 6634 Maplegrove Street Oak Park, CA 91377	All	DMH-01368	3 Yrs.	$ 50	$ 50	$ 50
42	Todd Perlmutter, L.C.S.W. 6634 Maplegrove Street Oak Park, CA 91377	All	DMH-01369	3 Yrs.	$ 50	$ 50	$ 50
43	Geralyn M. Phillips, Ph.D. 879 West 22nd Street Upland, CA 91748-1276	All	DMH-01336	3 Yrs.	$ 80	$ 80	$ 80
44	James L. Schaefer, Psy.D. 22231 Mullholland Highway, Suite 118 Calabasas, CA 91302-5166	All	DMH-01370	3 Yrs.	$ 80	$ 80	$ 80
45	Jacqueline Schott, Ph.D. 604 South Saltair Avenue Los Angeles, CA 90049	All	DMH-01341	3 Yrs.	$ 80	$ 80	$ 80
46	Laura Shiozaki-Lee, L.C.S.W. 909 Mount Washington Drive Los Angeles, CA 90065	All	DMH-01323	3 Yrs.	$ 50	$ 50	$ 50

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

ASSESSORS AGREEMENTS

Program Administration: J. Hatakeyama/P. McIver
Contract Administrator: R. Bumpus

Item No.	CONTRACTOR	SUP. DIST.	Present Contract No.	Agreement Term	Hourly Rate*		
					FY 2005-2006	FY 2006-2007	FY 2007-2008
47	Cleante M. Stain, L.C.S.W. dba Maguerite Social Work Services 1028 North Lake Avenue, Suite #205 Pasadena, CA 91104	All	DMH-01371	3 Yrs.	$ 50	$ 50	$ 50
48	Arnold Swiller, Ph.D. 4745 Lemona Avenue Sherman Oaks, CA 91403	All	DMH-01345	3 Yrs.	$ 80	$ 80	$ 80
49	Eva Tauber, L.C.S.W. 14724 Ventura Boulevard, Suite 100 Sherman Oaks, CA 91403	All	DMH-01609	3 Yrs.	$ 50	$ 50	$ 50
50	Glynda A. Thume, Ph.D. 21241 Ventura Boulevard, Suite 265 Woodland Hills, CA 91364	All	DMH-01396	3 Yrs.	$ 80	$ 80	$ 80
51	Jody M. Trager, Ph.D. 11927 Foxboro Drive Los Angeles, CA 90049	All	DMH-01346	3 Yrs.	$ 80	$ 80	$ 80
52	Robert Trujillo, Ph.D. 333 Avenue 64 Pasadena, CA 91105	All	DMH-01347	3 Yrs.	$ 80	$ 80	$ 80
53	Bonnie Tucker, Ph.D. 11500 West Olympic Boulevard, #500 Los Angeles, CA 90064	All	DMH-01372	3 Yrs.	$ 80	$ 80	$ 80
54	Dara L. Vines, Ph.D. 5935 South Garth Avenue Los Angeles, CA 90056	All	DMH-01349	3 Yrs.	$ 80	$ 80	$ 80
55	Muriel Waterman, L.C.S.W. 1964 Westwood Boulevard, #202 Los Angeles, CA 90025	All	DMH-01350	3 Yrs.	$ 50	$ 50	$ 50

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

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

ASSESSORS AGREEMENTS

Program Administration: J. Hatakeyama/P. McIver
Contract Administrator: R. Bumpus

Item No.	CONTRACTOR	SUP. DIST.	Present Contract No.	Agreement Term	Hourly Rate*		
					FY 2005-2006	FY 2006-2007	FY 2007-2008
56	Martha M. Watson, L.C.S.W. 2930 West Imperial Highway, Suite 310 Inglewood, CA 90303	All	DMH-01351	3 Yrs.	$ 50	$ 50	$ 50
57	Dana Weinstein, L.C.S.W. 13323 Washington Boulevard, #200 Los Angeles, CA 90066	All	DMH-01352	3 Yrs.	$ 50	$ 50	$ 50
58	Richard Weinstein, Ph.D. 13323 Washington Boulevard, #200 Los Angeles, CA 90066	All	DMH-01353	3 Yrs.	$ 80	$ 80	$ 80
59	Cheryl Yvette Welch, L.C.S.W. 350 East California Bouelvard, #306 Pasadena, CA 91106	All	DMH-01619	3 Yrs.	$ 50	$ 50	$ 50
60	David Widom, L.C.S.W. 728 Marco Place Venice, CA 90291	All	DMH-01610	3 Yrs.	$ 50	$ 50	$ 50
61	Lisa E. Wulkan, L.C.S.W. 18075 Ventura Boulevard, Suite 220 Encino, CA 91316	All	DMH-01356	3 Yrs.	$ 50	$ 50	$ 50
62	Natalie Yeschin, L.C.S.W. c/o Center for Attention Disorders 509 Marin Street, Suite 124-D C2 Thousand Oaks, CA 91360	All	DMH-01357	3 Yrs.	$ 50	$ 50	$ 50

* Contractor is paid an established hourly rate by professional licensure (e.g., LCSW, Ph.D., M.D.) in accordance with the Agreement's Payment Schedule.

RB:Renewal Agreements Listing FYs 05-08

ATTACHMENT H-1

CONTRACTOR:

_____ _____
CONTRACT NUMBER

Business Address:

_____

_____

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

SERVICES AGREEMENT
FOR CLINICAL ASSESSMENT PROGRAMS

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B. PAYMENT SCHEDULE – AB 3632/SPECIALIZED (D-Rate) CLINICAL ASSESSMENT PROGRAM
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F. CROSSWALK FACT SHEET

SERVICES AGREEMENT

FOR CLINICAL ASSESSMENT PROGRAMS

THIS AGREEMENT for the provision of clinical assessment services is made and entered into this _____ day of _____ , 200__, by and between the County of Los Angeles on behalf of its Department of Mental Health (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, County's Department of Mental Health (hereafter "DMH") has determined that existing staff of DMH do not have sufficient manpower, that it is difficult to recruit personnel to perform the services hereunder, and that the services to be provided hereunder are professional and specialized; and

WHEREAS, the AB 3632 Program (Government Code Section 7570 et seq) is State-mandated and an entitlement for special education children under Federal law; and

WHEREAS, the responsibility for providing mental health services to seriously emotionally disturbed (SED) children in special education was transferred from schools to counties in the late 1980's; and

WHEREAS, the Clinical Assessment Programs are funded by SB 90 revenues, the Department of Children and Family Services (DCFS) monies, and Medi-Cal revenues and administered by DMH for the provision of clinical mental health assessments of seriously emotionally disturbed (SED) children and adolescents who are considered for State-mandated AB 3632 services and/or specialized foster home care (D-Rate) due to the severity of their emotional and behavioral problems; and

WHEREAS, DMH has a need to engage the specialized services of licensed clinicians for the Clinical Assessment Programs–AB 3632 and Specialized Foster Care (D-Rate); and

WHEREAS, DMH must comply with the State-mandate to perform clinical assessments countywide for this SED population by licensed clinicians; and

WHEREAS, the purpose of the Specialized Foster Care (D-Rate) Clinical Assessment Program is to provide a uniform method of evaluating and certifying children and adolescents who are referred by DCFS as "Schedule D." This D-Rate allows for a DCFS rate of payment that includes supplemental funds to foster parents for the additional responsibilities involved in caring for children and adolescents who are at high risk of requiring more restrictive and higher cost placements due to the severity of their emotional and behavioral problems and recurrent dysfunctional patterns; and

WHEREAS, Contractor possesses the specialized skills, training and experience to complete clinical assessments to determine service needs and the level of supervision of these SED children and adolescents; and

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

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

WHEREAS, pursuant to Section 31000 of the California Government Code, County is authorized to contract for these specialized services.

NOW, THEREFORE, County and Contractor 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
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and 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, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

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

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. This Agreement shall commence on date of Board Approval and shall continue in full force and effect through _____. Thereafter, this Agreement shall be automatically renewed for two years. The first automatic renewal period shall commence on _____ and shall continue in full force and effect through _____, and the second automatic renewal

period shall commence on _____ and shall continue in full force and effect through _____, unless either party gives notice to the other party of its intent not to renew at least 30 days prior to the commencement of each automatic renewal period.

B. This Agreement may be terminated by either party at any time without cause by giving at least 30 days prior written notice to the other party.

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 43 (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. **TERMINATION FOR CONVENIENCE:** Any of the parties to this Agreement may terminate services by written notice to the other party which shall become effective 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.

4. **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 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. **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 the County Auditor-Controller's Employee Fraud Hotline at (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.

6. **SERVICES PROVIDED**: Contractor shall provide services to County as set forth in Exhibit A (STATEMENT OF WORK), which is attached hereto and incorporated by reference.

7. **PAYMENT**:

A. In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A (STATEMENT OF WORK), Contractor shall be paid in accordance with the Payment Schedule established in Exhibit B. Notwithstanding such limitation of funds, Contractor agrees to satisfactorily provide all services specified in Exhibit A and to follow procedures established by DMH and specified in Exhibit B.

B. 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.

8. **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION 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 reductions which appropriate less than the amount provided for in Exhibit B (PAYMENT SCHEDULE) 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.

9. **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:

A. Exhibit A — Statement of Work – AB 3632/Specialized Foster Care (D-Rate) Clinical Assessment Program

B. Exhibit B — Payment Schedule – AB 3632/Specialized Foster Care (D-Rate) Clinical Assessment Program

C. Exhibit C — Contractor Acknowledgement and Confidentiality Agreement

D. Exhibit D — Attestation Regarding Federally Funded Programs

E. Exhibit E — Safely Surrendered Baby Law Fact Sheet (In English and Spanish)

F. Exhibit F — Crosswalk Fact Sheet

10. **CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**: Contractor shall provide to County an executed Contractor Acknowledgement and Confidentiality Agreement (Exhibit C) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Chief of Contracts, Contracts Development and Administration Division, 550 South Vermont Avenue, 5th Floor, Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the Contractor first performs work under this Agreement.

11. **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 (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. **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.

13. **ENTIRE 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.

14. **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 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.

15. **PATIENTS'/CLIENTS' RIGHTS**: Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq., California Code of Regulations (CCR) Title 9, Section 850 et seq., and California Code of Regulations (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.

16. **RECORDS AND AUDITS:**

A. Records:

(1) Direct Services Records: During the assessment period, Contractor shall maintain a record of all direct services rendered and fully document all services provided under this Agreement and in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made immediately available for inspection, program review, and/or audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and during the applicable period of records retention. Such access shall include regular and special reports from Contractor. In addition to the requirements in this Paragraph, Contractor shall comply with any additional patient/client record requirements described in the Exhibits and shall adequately document the delivery of all services described in the Exhibits.

(a) Patient/Client Records (Direct Services): Contractor shall maintain treatment and other records of all assessment services in accordance with all applicable County, State and Federal requirements on each individual patient/client which shall include, but not be limited to, patient/client identification number, MIS patient/client face sheet, all data elements required by MIS, consent for treatment form, initial evaluation form, treatment plan, progress notes and discharge summary.

(b) All patient/client records shall be returned to County upon completion of assessment or reassessment.

(2) 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, with the procedures set out in the Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, 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.

(3) 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 48 hours thereafter, Director of State Department of Mental Health (SDMH) and Director shall be notified thereof by Contractor in writing of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph.

B. Audits:

(1) Contractor shall provide County and its authorized representatives access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, or any other records relating to this Agreement.

(2) County may, in its 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 to DMH no later than thirty days after receiving the findings of the fiscal and/or program review.

(3) 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. Contractor shall promptly notify County of any request for access to information related to this Agreement by any other governmental agency.

(4) State Department of Mental Health (SDMH) Access to Records: Until Contractor has fulfilled its commitment to return all records to County, Contractor shall maintain and make available to the State Department of Mental Health, the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, and any other authorized Federal and State agencies, 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. Contractor shall not carry out any of the services through any subcontract.

(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 seven years following the furnishing of services under this Agreement, Contractor shall maintain and make available 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, Contractor shall not carry out any of the services through any subcontract.

17. **SEVERABLITY:** 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.

18. **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 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

19. **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.

(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 not perform any services through subcontracting.

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: Contractor shall carry the minimum amount of automobile insurance required by the State of California. Contractor attests that he/she does not use his/her automobile in the course of business and does not transport patients at any time. Contractor agrees to hold harmless and indemnify the County for any and all claims in the event of an automobile accident which leads anyone to pursue a claim against the County or its employees.

(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.

20. **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.

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. 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. **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.

23. **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.

24. **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 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 4 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

25. **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.

26. **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.

27. **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.

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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.

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28. **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 D as part of its obligation under this Paragraph 28.

29. **COUNTY LOBBYISTS:** Contractor and each County lobbyist or 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 of 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.

30. **INDEPENDENT STATUS OF CONTRACTOR:** This Agreement is 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. 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.

31. **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.

32. **SUBCONTRACTING:** No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor.

33. **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 Title XIX 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 Title XIX 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.

34. **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.

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

35. **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.

36. **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.

37. **PERFORMANCE UNDER EMERGENCY CONDITIONS:**

A. FORCE MAJEUR: In the event that performance by either party is rendered impossible (permanent or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, County shall have the right to terminate this Agreement

upon any event which renders performance impossible. In such case, County shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

B. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the community they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of the Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend of County may immediate terminate this Agreement.

C. EMERGENCY AND DISASTER PREPAREDNESS: Notwithstanding Contractor's and County's contractual objective to provide services to eligible persons, Contractor shall make program services available to any person impacted during the event of a State/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

38. **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 Exhibit F (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.

39. **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.

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 performed.

41. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**: The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

42. **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.

43. **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. Addresses and persons to be notified may be changed by either party by giving 10 days prior written notice thereof to the other party.

To CONTRACTOR: _____

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_____

To COUNTY: Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Ave., 5th Floor

Los Angeles, CA 90020

Attention: Chief

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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_____
Contractor's Signature

_____
CONTRACTOR'S TAXPAYER
IDENTIFICATION NUMBER

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

RB: Clinical Assessment Svcs. Format
06/08/2005 12:18 PM

EXHIBIT A

CLINICAL ASSESSMENT PROGRAMS

STATEMENT OF WORK

Contractors who possess the specialized skills and experience, and who are trained to complete clinical assessments to 1) determine the service needs of "AB 3632" eligible children and adolescents as requested by school districts, and/or 2) evaluate and certify children and adolescents as "D-Rate" who are referred by DCFS, are requested by DMH to perform such clinical assessments within the perimeters described below.

AB 3632 CLINICAL ASSESSMENT PROGRAM

The AB 3632 Program is State-mandated (Government Code Section 7570 et Seq.) and an entitlement for special education children under Federal law. The responsibility for providing mental health services to seriously emotionally disturbed (SED) children in special education was transferred from schools to counties in the late 1980's. Thus, DMH must comply with the State mandate to ensure the timely completion of clinical assessments countywide by licensed clinicians for this SED population.

RESPONSIBILITIES OF CONTRACTOR AND COUNTY

A. Contractor's Responsibilities:

1. Contractor shall gather information about the health and mental health needs of the Medi-Cal and non-Medi-Cal Special Education Pupils.

2. Contractor shall provide clinical mental health assessments in accordance with the requirements and mandates of DMH, AB 3632, and other applicable laws.

3. Contractor shall develop a written treatment plan and recommendations as indicated by the clinical and educational needs of the Special Education pupil.

4. Contractor shall provide written documentation of activities and time expended for DMH's Management Information System (MIS) or Integrated System (IS) data collection and billing purposes.

5. Contractor shall contact designated school districts and parents of pupils referred to DMH for AB 3632 services.

6. Contractor shall complete all DMH requested and/or required paperwork and submit with the completed assessment according to the procedures and protocols developed by DMH. All assessments shall be written according to DMH-approved format. **No invoices will be approved and submitted for payment unless this requirement is met.**

   a. Contractor shall complete each assessment within ten (10) hours. Any assessment requiring more than ten (10) hours for completion must have prior approval by DMH's AB 3632 Sector Coordinators based on documented specific needs.
   b. Activity on unopened cases that does not result in completed assessments shall be limited to 30 minutes, unless there are extenuating circumstances approved by DMH.
   c. All completed assessments shall be typed and submitted to DMH's Children's System of Care, AB 3632 Sector Coordinators within five (5) working days before the Individualized Education Plan (IEP) or no later than 30 calendar days after assignment to Contractor by DMH, whichever comes first. Any exceptions must be authorized by DMH's AB 3632 Sector Coordinator prior to that date.
   d. Generally, considerably less time is required for completing a reassessment. Therefore, unless there are clear, extenuating circumstances that have been approved by DMH, Contractor shall complete and return reassessments within 20 days of assignment.

7. Contractor's attendance at IEP meeting is **required** if requested by any parent, school district, or County.

8. Contractor shall submit all assessments and other documents described or referred to in this Agreement, on or before July 31 for assessment services provided between July 1 and June 30 each year.

9. Contractor shall be responsible for providing all clerical and secretarial support and any office space required, other than on school premises,

and for all other expenses, including, but not limited to, transportation, telephone, and supplies.

10. Contractor shall solely perform all clinical activities and services. **No subcontracting shall be allowed,** pursuant to Paragraph 32 of the Agreement.

11. Contractor shall provided the following documents to DMH, in accordance with Paragraphs 19 and 33 of the Agreement:

    a. Current curriculum vitae.
    b. Certification of all educational credentials.
    c. Copy of all current clinical licenses issued by the State of California.
    d. Proof of insurance coverage.

B. County's Responsibilities:

1. DMH shall provide a scheduled orientation and training, at no cost to Contractor, prior to Contractor's receiving assignments from DMH. Additional trainings will be provided as needed.

2. DMH shall assign assessment requests based on volume and location of referrals received from the School Districts.

3. DMH shall provide Contractor with the name, age, location, and school of each pupil to be assessed, along with a packet of information.

4. DMH shall be available to Contractor for consultation, as needed, and shall provide consultation for all complex assessments.

5. DMH shall review Contractor's completed assessment as well as all County/DMH required documents for thoroughness, accuracy and appropriateness

6. DMH's AB 3632 Sector Coordinators shall supervise the assessment process. All assessments and recommendations shall be approved in

writing by DMH's AB 3632 Sector Coordinators prior to final submission for payment to Contractor.

7. DMH's Children's System of Care shall be solely responsible for the implementation of all treatment recommendations.

SPECIALIZED FOSTER CARE (D-RATE) CLINICAL ASSESSMENT PROGRAM

The purpose of the Specialized Foster Care (D-Rate) Clinical Assessment Program is to provide a uniform method of evaluating and certifying children and adolescents who are referred by DCFS as "D-Rate". This D-Rate allows for a DCFS rate of payment that includes supplemental funds to foster parents for the additional responsibilities involved in caring for children and adolescents who are at high risk of requiring more restrictive and higher cost placements due to the severity of their emotional and behavioral problems and recurrent dysfunctional patterns.

RESPONSIBILITES OF CONTRACTOR AND COUNTY

B. Contractor's Responsibilities:

1. Gather information about the health and mental health needs of the Medi-Cal and non-Medi-Cal Foster Care child referred by DCFS, by reviewing documentation provided by the County and by contacting the County placement worker to complete the protocol.

2. Contact the foster parent(s) to set up the appointment for an interview with the foster parent(s) and child.

3. Complete clinical mental health assessments in accordance with the protocols and requirements of DMH for the purpose of determining the service and supervision needs of the children.

    a. Contractor shall complete each assessment for a specialized foster home designated child within six (6) hours. Any assessment for a specialized foster home child requiring more than six (6) hours for completion must have prior approval by DMH's Countywide Case Management designated manager based on documented specific needs.

b. Contractor shall type and submit all completed assessments to DMH's Children's System of Care, Countywide Case Management designated manager **no later than 21 calendar days** after assignment to Contractor by DMH. Any exceptions must be authorized by DMH's manager.

c. Contractor shall complete all DMH requested and/or required paperwork and submit with the completed assessment. **No invoices will be approved and submitted for payment unless this requirement is met.**

4. Provide written documentation of activities and time expended for DMH's Management Information System (MIS) or Integrated System (IS) data collection and billing purposes.

5. Perform solely all clinical activities and services. **No subcontracting shall be allowed,** pursuant to Paragraph 32 of the Agreement.

6. Provide the following documents to DMH, in accordance with Paragraphs 19 and 33 of the Agreement:

   a. Current curriculum vitae.
   b. Certification of all educational credentials.
   c. Copy of all current clinical licenses issued by the State of California.
   d. Proof of insurance coverage.

7. Provide all clerical and secretarial support and any office space required, other than space for interviewing foster families and children arranged by the County, and for all other expenses, including, but not limited to, transportation, telephone, and supplies.

C. County's Responsibilities:

1. DMH shall provide a scheduled orientation and training, at no cost to Contractor, prior to Contractor receiving assignments from DMH. Additional training will be provided as needed.

2. DMH shall assign assessment requests based on volume and location of referrals received from DCFS.

3. DMH shall provide Contractor with the name, age, location, and school of each child to be assessed, along with a packet of information.

4. DMH shall be available to Contractor for consultation, as needed, and shall provide consultation for all complex assessments.

5. DMH shall review Contractor's completed assessment as well as all County/DMH required documents for thoroughness, accuracy and appropriateness.

6. DMH's Countywide Case Management designated manager shall supervise the assessment process and approve all assessments and recommendations in writing prior to final submission for payment to Contractor.

7. DMH shall forward Contractor's invoices for payment upon completion of the program review process.

EXHIBIT B

CLINICAL ASSESSMENT PROGRAMS

PAYMENT SCHEDULE

County shall pay Contractor on an hourly basis, in arrears, for completion of each approved clinical assessment ("AB 3632" and/or "D-Rate") within the parameters described below.

The maximum hourly rate of reimbursement to Contractor, who is in one of the following categories of licensed mental health professionals shown by an "**X**".

_____	Clinical Social Worker	$ 50/hour
_____	Psychologist	$ 80/hour
_____	Psychiatrist	$120/hour

I. AB3632 CLINICAL ASSESSMENT PROGRAM

A. Payment shall be subject to the following:

1. Each claim for payment shall be initiated by Contractor's invoice submitted to DMH's Children's System of Care, AB 3632 Sector Coordinators, after completion of each approved assessment, and shall be based on the number of actual hours worked.

2. Each claim shall be submitted with a complete log of all reimbursable activities and any other information requested by DMH.

3. Billing for initial assessment shall be limited to ten (10) hours unless prior written approval to exceed has been obtained.

4. Billing for reassessments shall be limited to four (4) hours unless prior written approval to exceed has been obtained.

5. **Each claim shall be submitted to either:**

A. Sector Coordinator/Project Manager
DMH-AB 3632 Clinical Assessment Program
11388 West Olympic Blvd.
Los Angeles, CA 90064

OR

B. Sector Coordinator/Project Manager
DMH-AB 3632 Clinical Assessment Program
6450 Garfield Avenue
Bell Gardens, CA 90201

II. SPECIALIZED FOSTER CARE (D-RATE) CLINICAL ASSESSMENT PROGRAM

A. Payment shall be subject to the following:

1. Each claim for payment shall be initiated by Contractor's invoice submitted to DMH's Children's System of Care, Countywide Case Management designated manager, after completion of each approved assessment, and shall be based on the number of actual hours worked.

2. Each claim shall be submitted with a complete log of all reimbursable activities and any other information requested by DMH.

3. Billing for initial assessments and reassessments shall be limited to six (6) hours unless prior written approval to exceed has been obtained.

4. **Each claim shall be submitted to either:**

Project Manager
DMH-CSOC Countywide Case Management
550 South Vermont Avenue, 3rd Floor
Los Angeles, CA 90020

EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

CONTRACTOR _____

CONTRACT NUMBER _____

CONTRACTOR 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 C

CONTRACTOR 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 each assessment.

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: CONTRACTOR

EXHIBIT D

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Services Agreement For Clinical Assessment Program's Paragraph 28 (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 _____

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.

EXHIBIT F

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

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

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

CLINICAL ASSESSORS AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Allen, Douglas, Ph.D. dba A Professional Psychology Corporation	P							100	
2	Alpert, Meredyth, L.C.S.W.	P								100
3	Ballard, Joyce, L.C.S.W.	P								100
4	Bamgbose, Olujimi, Ph.D.	P	100							
5	Benitez-Kelson, Monica, Ph.D.	P				100				
6	Boxer, Harriet, Ph.D.	P								100
7	Burrel, Tracey, Ph.D.	P		100						
8	Byrd, Robert, Ph.D.	P							100	
9	Canter, Harvey, Ph.D.	P							100	
10	Causey, Kerry, L.C.S.W.	P								100
11	Chavez, John, Ph.D.	P			100					
12	Cohen, Jill, Ph.D.	P								100
13	Conversano, Persila, Psy.D.	P					100			
14	Crawford, Lori, L.C.S.W.	P								100
15	Criss-Hagerty, Julie, Ph.D.	P								100
16	Davis, Cheryl, Ph.D.	P								100
17	Dingle, Alann, Ph.D.	P								100
18	Dominguez, Margaret, Ph.D.	P					100			
19	Eloed, Judy, L.C.S.W.	P								100
20	Escarce, Eileen, Ph.D.	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

CLINICAL ASSESSORS AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
21	Fischer, Sandi J., Ph.D.									
22	Freidlander, Susana, Ph.D.	P								100
23	Garcia, Paul, L.C.S.W.	P			100					
24	Grossbard, Robert, Ph.D.	P							100	
25	Hill, Delores, L.C.S.W.	P		100						
26	Joe, Lorah, L.C.S.W.	P		100						
27	Kay, Lisa, Psy.D.	P								100
28	King, Clevert, Ph.D.	P							100	
29	King, Roy, L.C.S.W.	P	100							
30	Knapp, Michael, Ph.D.	P							100	
31	Larson, Leslie, Ph.D.	P								100
32	Librizzi, Linda, L.C.S.W.	P								100
33	Mahler, Bonnie, Ph.D.	P								100
34	Maiman, Amy A., L.C.S.W.	P								100
35	Marquez, David, L.C.S.W.	P			100					
36	McCully, David, L.C.S.W.	P							100	
37	Menchaca, Victoria, Ph.D.	P				100				
38	Mucino, Gloria, L.C.S.W.	P				100				
39	Palamara, Sandra, Ph.D.	P				100				
40	Parent, Maria, Ph.D.	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

CLINICAL ASSESSORS AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
41	Perlmutter, Michelle, L.C.S.W.	P								100
42	Perlmutter, Todd, L.C.S.W.	P							100	
43	Phillips, Geralyn, Ph.D.	P								100
44	Schaefer, James, Psy.D.	P							100	
45	Schott, Jacqueline, Psy.D.	P								100
46	Shiozaki-Lee, Laura, L.C.S.W.	P						100		
47	Stain, Cleante, L.C.S.W. dba Maguerite Social Work Services	P		100						
48	Swiller, Arnold, Ph.D.	P							100	
49	Tauber, Eva, L.C.S.W.	P								100
50	Thume, Glynda, Ph.D.	P		100						
51	Trager, Jody, Ph.D.	P								100
52	Trujillo, Robert, Ph.D.	P			100					
53	Tucker, Bonnie, Ph.D.	P								100
54	Vines, Dara, Ph.D.	P		100						
55	Waterman, Muriel, L.C.S.W.	P		100						
56	Watson, Martha, L.C.S.W.	P		100						
57	Weinstein, Dana, L.C.S.W.	P								100
58	Weinstein, Richard, Ph.D.	P							100	
59	Welch, Cheryl, L.C.S.W.	P		100						
60	Widom, David, L.C.S.W.	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

CLINICAL ASSESSORS AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
61	Wulkan, Lisa, L.C.S.W.	P								100
62	Yeschin, Natalie, L.C.S.W.	P								100

Firm Status: P = For Profit

RB:Minority-women owned firms Attachment

ATTACHMENT I

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

CONTRACT RENEWAL AGREEMENT FOR FY 2005-2006

REVENUE SUBCONTRACT AGREEMENT

Program Administration: Y. Townsend/R. Kay
Contract Administrator: Y. Liu

Item No.	CONTRACTOR	SUP. DIST. (HQ)	Present Contract No.	Agreement Term	Revenue FY 2005-2006
1	Venice Family Clinic 11080 West Olympic Blvd. Los Angeles, CA 90064 Elizabeth Benson Forer Executive Director	2	DMH-01743	1 Yr.	$ 102,000
				TOTAL:	$ 102,000

YL:Renewal Agreements Listing FYs 05-08

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 _____, 2005, 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 _____ and expire on _____ _____, 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 I.

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 I, shall be adjusted to the Board of Supervisors' approved rates for Fiscal Year 2004-2005 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 2005-2006 (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:

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

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.

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

REVENUE SUBCONTRACT AGREEMENT
EXHIBIT I

FY 2005-2006

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

PERIOD: July 1, 2005 through June 30, 2006

MODE CATEGORY	SFC	DESCRIPTION	SERVICE UNIT	RATE
15	01-09	Targeted Case Management	Minute	$ 1.54
15	10-19, 30-59	Mental Health Services	Minute	$ 1.98
15	60-69	Medication Support Services	Minute	$ 3.81
15	70-79	Crisis Intervention	Minute	$ 3.07
45	10-19	Outreach Services-Mental Health Promotion	Staff Hour	$ 185.22
45	20-29	Outreach Services-Community Client Services	Staff Hour	$ 170.96

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

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

REVENUE SUBCONTRACT AGREEMENT

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Venice Family Clinic	NP								

Firm Status: NP = Non Profit

NOTE: Non-Profit firms 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.