

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.

Director

SHEILA A. SHIIMA

Chief Deputy Director

RODERICK SHANER, M.D.

Medical Director



BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

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Reply To: (213) 738-4601
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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 31, 2007

34

JUN 12 2007

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

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

AUTHORIZATION TO RENEW 3 CONSULTANT AND 5 UNIQUE SERVICES AGREEMENTS, AND SUPERSEDE 3 CONSULTANT AND 1 UNIQUE SERVICES AGREEMENTS FOR FISCAL YEARS 2007-08, 2008-09, AND 2009-10 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director or his designee to prepare, sign, execute, and renew three (3) Consultant Services Agreements as detailed on Attachment A, with A Community of Friends, California Mental Health Directors Association, and Homes for Life Foundation, using an Agreement format substantially similar to Attachment C for Fiscal Years (FYs) 2007-08, 2008-09, and 2009-10.
2. Approve and authorize the Director or his designee to prepare, sign, execute, and renew five (5) Unique Services Specialized Agreements, as detailed on Attachment A, with Aurora Charter Oak, LLC, College Hospital – Cerritos, White Memorial Medical Center, Mental Health Advocacy Services, Inc. and California State University, Long Beach Foundation (CSULB Foundation) using Agreement formats substantially similar to Attachments D, E, and F for FYs 2007-08, 2008-09, and 2009-10.
3. Approve and authorize the Director or his designee to prepare, sign, execute, and supersede three (3) Consultant Services Agreements, as detailed on Attachment B, with California Institute of Mental Health, Multisystemic Therapy Services, Inc., and National Mental Health Association of Greater Los Angeles,

"To Enrich Lives Through Effective And Caring Service"

using an Agreement format substantially similar to Attachment C for FYs 2007-08, and 2008-09.

4. Approve and authorize the Director or his designee to prepare, sign, execute, and supersede one (1) Unique Services Specialized Agreement, as detailed on Attachment B, with LIFESIGNS, Inc., using an Agreement format substantially similar to Attachment G for FY 2007-08.

Funding, which is detailed under the Fiscal Impact/Financing section for each agreement, is included in the Department of Mental Health's (DMH) FY 2007-08 Proposed Budget.

5. Authorize the Director or his designee to prepare, sign, and execute future amendments to the previously mentioned multiple agreements, provided that: 1) the County's total payments to each contractor under the Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable revised contracted rate and/or total compensation amount (TCA) or Maximum Contract Amount (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) the parties may, by written Amendment, mutually agree to reduce programs or services and revise the applicable contracted rate, TCA or MCA, without reference to the 20 percent limitation; 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 because three (3) Consultant and five (5) Unique Services Agreements will expire on June 30, 2007, and the renewal of these agreements is required to continue the provision of services without interruption to severely and persistently mentally ill adults and seriously emotionally disturbed (SED) children, adolescents, and their families; and support and technical services to allow DMH and its providers to provide mental health services to clients residing in the County of Los Angeles.

Board approval is also required to supersede four (4) Specialized Agreements, three (3) Consultant and one (1) Unique Services Agreement to add new and revised contract provisions and ensure uniformity of all terms and conditions.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan Organizational Goals: No. 1, "Service Excellence," and No. 3, "Organizational Effectiveness," and Programmatic Goals No. 5, "Children and Families' Well-Being," No. 6, "Community Services," and No. 7, "Health and Mental Health."

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The renewal and supersession of these Consultant and Unique Services Agreements will be funded in varying degrees with Sales Tax Realignment, California Work Opportunity and Responsibility to Kids (CalWORKs), Assembly Bill (AB) 2034, Substance Abuse and Mental Health Services Administration (SAMHSA), and Mental Health Services Act (MHSA) funds and Intrafund transfers from the Department of Children and Family Services (DCFS) and the Probation Department, which are included in DMH's FY 2007-08 Proposed Budget. Funding for FYs 2008-09 and 2009-10 will be requested through DMH's annual budget process.

The following Agreements will be renewed:

Consultant Agreements:

1. A Community of Friends: will be funded with Sales Tax Realignment in the amount of \$152,300.
2. California Mental Health Directors Association: will be funded with Sales Tax Realignment in the amount of \$145,700, and Intrafund transfers from DCFS in the amount of \$15,000 for a total of \$160,700.
3. Homes for Life Foundation: will be funded with Sales Tax Realignment funds in the amount of \$131,900.

Unique Services Agreements:

1. Aurora Charter Oak, LLC: will be funded by Sales Tax Realignment in the amount of \$1,744,800.

2. College Hospital - Cerritos: will be funded by Sales Tax Realignment in the amount of \$907,400 and net County cost in the amount of \$409,000 for a total of \$1,316,400.
3. Mental Health Advocacy Services, Inc.: will be funded with Sales Tax Realignment in the amount of \$404,900.
4. White Memorial Medical Center: will be funded by net County cost in the amount of \$2,098,800.
5. California State University Long Beach Foundation, Fiscal Intermediary Agreement for Academic Training and Student Professional Development Programs: will be funded with Sales Tax Realignment funds in the amount of \$659,000 for 2007-08. Amounts in 2008-09 and 2009-10 will be \$200,000 for each year.

The Following Agreements will be superseded:

Consultant Services Agreements:

1. California Institute of Mental Health (CIMH): will be funded with Sales Tax Realignment in the amount of \$20,000, CalWORKs dollars in the amount of \$150,000, MHSA funds in the amount of \$628,500, Intrafund transfers from DCFS in the amount of \$428,500, and SAMHSA funds in the amount of \$244,868, for a total of \$1,471,868.
2. Consultant Services Agreement with National Mental Health Association of Greater Los Angeles: will be funded with Sales Tax Realignment funds in the amount of \$254,403, AB 2034 funds in the amount of \$440,000, and MHSA funds in the amount of \$350,000, for a total of \$1,044,403.
3. Multisystemic Therapy Services, Inc.: will be funded with Schiff-Cardenas State Allocation through Intrafund transfers from the Probation Department in the amount of \$106,000 for 2007-08 only.

Unique Services Agreement:

1. LIFESIGNS, Inc.: will be funded with Sales Tax Realignment in the amount of \$60,000 for 2007-08.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The renewal and supersession of these agreements will allow DMH to continue to provide service uninterrupted and to add new and revised provisions to existing agreements.

The renewal of the Consultant Services Agreement with A Community of Friends will assist DMH by providing housing development consultation services to the homeless mentally ill persons. Renewal of the Consultant Services Agreement with California Mental Health Directors Association will assist DMH by providing consultation and technical assistance on Arts Therapy Programs, planning implementation assessments, and providing consultation and technical assistance on systems change issues affecting mentally ill individuals and families. Renewal of the Consultant Services Agreement with Homes for Life Foundation will assist DMH by providing technical housing development consultation services to mentally ill clients.

The renewal of five (5) Unique Services Agreements, three (3) with Aurora Charter Oak, LLC, College Hospital-Cerritos, and White Memorial Medical Center will provide DMH access to acute psychiatric inpatient Hospital services and administrative day services for uninsured children and adolescents, while Mental Health Advocacy Services, Inc. files applications for financial benefits for mentally ill clients, and California State University, Long Beach Foundation will provide a means for the Department to transfer stipends to students for academic training and student professional development.

The supersession of three (3) Consultant Services Agreements, California Institute of Mental Health, Multisystemic Therapy Services, Inc., and National Mental Health Association of Greater Los Angeles, will ensure that all specialized agreements include all recently added and revised contract provisions such as: Suspension of Payments, Budget Reductions, Compliance with Applicable Law, Alterations of Terms, and Performance Standards and Outcome Measures as they continue to provide training and consultation on therapeutic techniques.

The supersession of the Unique Services Agreement with Lifesigns, Inc., will also ensure that this Agreement includes all new and revised contract provisions such as: Suspension of Payments, Budget Reductions, Compliance with Applicable Law, Alterations of Terms, and Performance Standards and Outcome Measures and allow it to provide sign language interpreters for DMH clients in therapeutic settings.

The attached Agreement formats have been approved as to form by County Counsel. The CAO has reviewed the proposed actions. Clinical and administrative staff of DMH

will continue to administer and supervise the agreements, evaluate programs to ensure that quality services are being provided to clients, and ensure that Agreement provisions and Departmental policies are being followed.

Attachments A and B, which correspond to each specific Agreement, provide information regarding Supervisorial Districts, services provided, and Agreement terms; and Attachments A-1 and B-1 provide information regarding Contracting with Minority/Women-Owned Firms Percentage of Ownership in Firms Contracting with the County.

CONTRACTING PROCESS

All of the eight (8) contract renewals renew existing agreements with DMH, which will expire on June 30, 2007, and are being renewed because of the continuing need for their unique and specialized services for County of Los Angeles residents as listed below:

A Community of Friends and Homes for Life Foundation will allow the Department to continue to stabilize occupancy and operations for the housing they have been instrumental in developing, as well as continue to provide their well-established expertise to mental health service providers and potential developers to promote the growth of this much-needed housing stock.

California Mental Health Directors Association (CMHDA) is a unique organization; their consultants assist the Department in developing and implementing new, evidenced-based programs necessary to meet local/State/federal mandates, including U.S. Department of Justice requirements in the Probation Department's Juvenile Halls and Camps through Arts Therapy Programs.

Aurora Charter Oak, LLC, College Hospital – Cerritos, and White Memorial Medical Center - Over the past several years, DMH and Department of Health Services (DHS) have identified strategic areas of the County where there is a critical need for additional beds and have sought acute inpatient facilities willing to contract for such beds. Aurora Charter Oak, LLC, College Hospital - Cerritos, and White Memorial have successfully provided these acute inpatient services. Without these additional resources, individuals would remain in the Psychiatric Emergency Services (PES) pending availability of County hospital inpatient beds.

Mental Health Advocacy Services, Inc. (MHA) is experienced in filing applications for financial benefits for mentally ill clients, has demonstrated a high success rate in

obtaining financial benefits for this population, and has consulted and collaborated with LA County providers of mental health services. MHA assists the Department in increasing Medi-Cal revenue by obtaining benefits for clients of both directly operated and contract programs.

California State University, Long Beach Foundation is the only organization capable and/or willing to be a fiscal intermediary for dispersing funds to student interns identified by DMH's Student Professional Development Program Coordinator and provide access for these services not only to their students but also to students at other campuses in the various fields of the mental health discipline.

All of the four (4) contract supersessions are for existing agreements with DMH. These agreements are being superseded to add new and revised provisions to existing agreements, which provide the Department with the following:

California Institute for Mental Health (CIMH) provides training services, consultation, and technical assistance to DMH's Adult System of Care and Mental Health Services Act staff.

National Mental Health Association collects and evaluates outcome data generated by DMH direct service clinics and contract agencies participating in the State's AB 2034 program.

LIFESIGNS, Inc. is uniquely qualified to provide effective sign language interpretation services to hearing impaired persons in emotionally sensitive settings such as during receipt of mental health services. In FY 2001-02, the County's Internal Services Department solicited bids from vendors for provision of these services. LIFESIGNS Inc., and one other vendor responded, and the bid submitted by LIFESIGNS Inc., was the lowest while offering comprehensive services consistent with the needs of DMH programs.

Multisystemic Therapy Services, Inc. has an exclusive proprietary treatment procedure and provides training, consultation, and licensure for mental health staff practicing the evidence-based Multisystemic Therapy (MST) treatment intervention model.

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 residing in the County of Los Angeles. Without Board approval, various mental health services as specified in the Board letter will no longer be available.

The supersession will require existing contractors to comply with revised provisions required in all County contracts and provide for essential and accessible mental health services to clients residing in the County of Los Angeles.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board actions. It is requested that the Executive Officer of the Board notify the Department of Mental Health 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:SAS:KW:RK

Attachments (9)

- c: Chief Administrative Officer
- County Counsel
- Director of Children and Family Services
- Chief Probation Officer
- Chairperson, Mental Health Commission

SPECIALIZED CONTRACT RENEWALS FOR FYs 2007-08, 2008-09, AND 2009-10

RENEWALS
 DESCRIPTION OF SERVICES

CONSULTANT AGREEMENTS

| | |
|---|--|
| <p>A Community of Friends</p> | <p>Provides and obtains technical housing development consultation services necessary to assist DMH and other mental health service providers which have contracts with the County, to develop low-cost housing permanently devoted to homeless mentally ill persons in a variety of settings with support services focusing on the individual needs of the residents of this housing; provides these entities with technical housing development consultation services to establish a method of acquiring sites for permanent housing projects; prepares proposals and applications for funding of the housing developments on these sites; oversees construction, and stabilize occupancy and operations of the developments once constructed.</p> |
| <p>California Mental Health Directors Association</p> | <p>As a statewide organization, California Mental Health Directors Association (CMHDA) identifies and hires individuals with relevant expertise to serve as consultants. CMHDA Consultants assist in developing and implementing new systems necessary to meet local/state/federal mandates as well as competitive demands of the healthcare market. DMH will use Consultation and technical assistance from CMHDA Consultants on a variety of systems change issues including, but not limited to: 1) Mental Health Services Act (MHSA) implementation issues and 2) Consultation and technical assistance from CMHDA Consultants to continue and expand upon existing educational arts therapy programs in the juvenile probation halls and camps.</p> |
| <p>Homes for Life Foundation</p> | <p>Provides technical housing development consultation services to mental health providers to assist them in developing low-cost, permanent housing for their mentally ill clients; identifies and provides technical housing development consultation services for other projects as approved in writing by Director.</p> |

UNIQUE AGREEMENTS

| | |
|---|---|
| <p>Aurora Charter Oak, LLC, College Hospital - Cerritos, and White Memorial Medical Center</p> | <p>Provide Psychiatric Inpatient Hospital Services which include: Acute Psychiatric Inpatient Hospital Services and Administrative Day Services. Each Contractor facility that renders Psychiatric Inpatient Hospital Services shall: (1) be either a licensed acute psychiatric hospital or a distinct acute psychiatric part of licensed, general acute care hospital; (2) be secure; (3) meet all CCR Titles 9 and 22 staffing standards for inpatient services; (4) provide a 24-hour psychiatric treatment program; and (5) be designated by County as a facility to hold patients under WIC Section 5150.</p> |
| <p>Mental Health Advocacy Services, Inc.</p> | <p>Assists severely and persistently mentally ill adults referred by DMH to apply for and maintain the SSI/Medi-Cal benefits to which they are eligible. Individuals within this group would be least likely to successfully apply for SSI without the intensive assistance of this project.</p> |
| <p>California State University, Long Beach Foundation (CSULB Foundation) Fiscal Intermediary Agreements for Academic Training</p> | <p>Establishes a fiscal intermediary for academic training between the California State University, Long Beach Foundation (CSULB) and DMH. CSULB is responsible for dispersing funds to student interns identified by DMH Student Professional Development Program Coordinator. As consideration for its services as a fiscal intermediary, CSULB will receive a 15% administrative overhead cost based upon the total amount of stipends issued to students. CSULB agrees to use all funds provided hereunder, less allowable overhead cost reimbursement, for stipends that will be specifically provided to interns in DMH's Student Professional Development Program.</p> |

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

RENEWALS

| | Contractor/Firm | Firm Status | Black/African American | | Hispanic/Latin American | | Asian American | | White | | |
|---|---|-------------|------------------------|---------|-------------------------|---------|----------------|---------|-------|---------|----|
| | | | % Men | % Women | % Men | % Women | % Men | % Women | % Men | % Women | |
| 1 | A Community of Friends | R | NP | | | | | | | | |
| 2 | California Mental Health Directors Association | R | G | | | | | | | | |
| 3 | Homes for Life Foundation | R | NP | | | | | | | | |
| 4 | Aurora Charter Oak, LLC | R | P | | | | | 100 | | | |
| 5 | College Hospital - Cerritos | R | NP | | | | | | | | |
| 6 | Mental Health Advocacy Services, Inc. | R | P | | | | | | | 50 | 50 |
| 7 | White Memorial Medical Center | R | NP | | | | | | | | |
| 8 | California State University Long Beach Foundation | R | NP | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

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

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

SPECIALIZED CONTRACT RENEWAL FOR FYs 2007-08, 2008-09, AND 2009-10

SUPERSESSION

CONSULTANTS AGREEMENTS

| Item No. | CONTRACTOR | SUP. DIST. (HQ) | Agreement Term | Payment Schedule | | | Funding Source |
|----------|---|-----------------|----------------|------------------|-------------|------------|--|
| | | | | FY 2007-08 | FY 2008-09 | FY 2009-10 | |
| 1 | California Institute for Mental Health (CIMH) 2125 19th Street, 2nd Floor Sacramento, CA 95818 | N/A | 2 Yrs. | \$1,471,868 | \$370,000 | N/A | Realignment, CalWORKS, MHSA, Intrafund transfer and SAMHSA |
| 2 | National Mental Health Association of Greater Los Angeles 100 W. Broadway - #5010 Long Beach, CA 90802 | 4 | 2 Yrs. | \$1,044,403 | \$1,044,403 | N/A | Sales Tax Realignment, AB 2034 and MHSA |
| 3 | Multisystemic Therapy Services, Inc. 710 J. Dobbs Blvd., Suite 200 Mount Pleasant, SC 29464 Keller Strother President | All | 1 Yr. | \$106,000 | N/A | N/A | Schiff-Cardenas State Allocation through an Intrafund transfer from the Probation Department |

TOTAL CONSULTANT FUNDING

\$2,622,271

\$1,414,403

\$0

UNIQUE AGREEMENTS

| | | | | | | | |
|---|--|---|-------|----------|-----|-----|-----------------------|
| 1 | Lifesigns, Inc. 2222 Lavema Avenue Los Angeles, CA 90041 | 1 | 1 Yr. | \$60,000 | N/A | N/A | Sales Tax Realignment |
|---|--|---|-------|----------|-----|-----|-----------------------|

TOTAL UNIQUE FUNDING

\$60,000

\$0

\$0

TOTAL SUPERSESSION FUNDING

\$2,682,271

\$1,414,403

\$0

SPECIALIZED CONTRACT RENEWALS FOR FYS 2007-08, 2008-09, AND 2009-10

**SUPERSESSION
 DESCRIPTION OF SERVICES**

CONSULTANTS AGREEMENTS

| | |
|---|---|
| California Institute for Mental Health (CIMH) | <p>Provides training services, consultation and technical assistance DMH Adult Systems of Care and Mental Health Services Act (MHS-A) staffs in the following areas:</p> <ul style="list-style-type: none"> - Community engagement strategies - MHS-A Trainings (eg. Performance Measures and Outcomes) - Facilitation of Countywide work groups - Training conferences - Staff specialty skills development training - Educational video design to teach mental health issues - Intensive in-home mental health services training |
| National Mental Health Association | <p>Provides the collection and evaluation of outcome data generated by agencies participating in the Assembly Bill 2034 (AB 2034) program and training of AB 2034 staff and DMH authorized participants as follow: 1) Data Collection, analysis and evaluation; 2) Immersion Training; 3) System Transformation - Mental Health Services Act (MHS-A); 4) Acting Fiscal Agent Office of Consumer Affairs; 5) Housing services; 6) MHS-A Stipends and Supports; and 7) Stakeholders Process Consultation Services.</p> |
| Multisystemic Therapy Services, Inc. | <p>Provides licensure for Multisystemic Therapy (MST) agencies and MST team members to practice the copyrighted MST service delivery model; provides weekly MST program support and clinical consultation for agencies and their teams; and provides one on-site orientation training or Supervisor Development Training, as determined by DMH.</p> |

UNIQUE AGREEMENT

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|-----------------|---|
| Lifesigns, Inc. | <p>Provides professional sign language interpretation services to hearing impaired clients in mental health settings.</p> |
|-----------------|---|

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

SUPERSESIONS

| | Contractor/Firm | S | Firm Status | Black/African American | | Hispanic/Latin American | | Asian American | | White | |
|---|---|---|-------------|------------------------|---------|-------------------------|---------|----------------|---------|-------|---------|
| | | | | % Men | % Women | % Men | % Women | % Men | % Women | % Men | % Women |
| 1 | California Institute for Mental Health (CIMH) | S | NP | | | | | | | | |
| 2 | Multisystemic Therapy Services, Inc. | S | P | | | | | | | 50% | 50% |
| 3 | National Mental Health Association of Greater Los Angeles | S | NP | | | | | | | | |
| 4 | LIFESIGNS, Inc. | S | NP | | | | | | | | |
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Firm Status: NP = Non Profit
 P = For Profit
 G = Governmental

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

Business Address:

CONTRACT NUMBER

REFERENCE NUMBER

Supervisory District(s) _____

CONSULTANT SERVICES AGREEMENT

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EXHIBITS

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|----|--|
| A. | <u>STATEMENT OF WORK</u> |
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| F. | <u>FACT SHEET “SAFELY SURRENDERED BABY LAW”</u> |
| G. | <u>CHARITABLE CONTRIBUTIONS CERTIFICATION</u> |

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for Consultant Services (hereafter "Agreement") is made and entered into this _____ day of _____, 2007, by and between _____
_____ (hereafter "CONSULTANT") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "COUNTY").

RECITALS

WHEREAS, the COUNTY has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a CONSULTANT to the COUNTY for the provision of _____
_____ and

WHEREAS, CONSULTANT is specifically trained and possesses the skills, experience, education and competency for the provision _____
_____ ; and

WHEREAS, the COUNTY desires to engage CONSULTANT for such special services upon the terms provided in this Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties contained herein, it is agreed by and between COUNTY and CONSULTANT as follows:

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 service 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, businesses 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 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 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

- Provide a clean and comfortable waiting area
- Ensure privacy
- Post compliant and appeal 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 ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Consultant shall designate in writing a Contract Manager who shall function as liaison with County regarding Consultant's performance hereunder.

2.0 APPLICABLE DOCUMENTS: Exhibits A, B, C, D, E, F and G are attached to and form a part of this Agreement. Any reference throughout the base agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning or provisions between the base agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base agreement, and then to the exhibits according to the following priority:

- | | |
|---------------|---|
| 1. Exhibit A- | Statement of Work |
| 2. Exhibit B- | Payment Schedule |
| 3. Exhibit C- | Consultant Employee Acknowledgement of Employer |
| 4. Exhibit D- | Sub-Consultant Employee Acknowledgement of Employer |
| 5. Exhibit E- | Attestation Regarding Federally Funded Programs |
| 6. Exhibit F- | Safely Surrendered Baby Law Fact Sheet (In English and Spanish) |
| 7. Exhibit G- | Charitable Contributions Certification |

3.0 SERVICES PROVIDED: Consultant shall provide services to County as set forth in Exhibit A (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 _____, 2007 and shall continue in full force and effect through _____, 200.

4.1 Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 47.0 (NOTICES).

4.2 Suspension of Payments: Payments to Contractor under this Agreement shall be suspended

if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

5.0 COMPENSATION:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A, Consultant shall be paid in accordance with the Fee Schedule established in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum of _____
_____ DOLLARS (\$) for Fiscal Year 2007-2008; _____
_____ DOLLARS (\$) for Fiscal Year 2008-2009 and for Fiscal Year 2009-2010,
_____ DOLLARS (\$) for Fiscal Year
2009-2010. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A. To request payment, Consultant 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 the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

5.2 The Total Compensation Amount for this Agreement shall not exceed _____
_____ DOLLARS (\$) for Fiscal Year 2007-2008;
_____ DOLLARS (\$) for
Fiscal Year 2008-2009 and for Fiscal Year 2009-2010, _____
_____ DOLLARS. In
no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Consultant shall submit invoices to:

County of Los Angeles
Department of Mental Health
550 South Vermont Avenue
Los Angeles, CA 90020

ATTN: Program Manager

5.3 Notwithstanding any other provision of this Agreement, in no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder during the Initial Period. Furthermore, Consultant shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 47.0 (NOTICES).

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

5.5 Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Program Manager:

6.1.1 Consultant 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 Consultant, and final acceptance of all documentation and work.

6.1.2 Upon advance approval of the County Program Manager, County may provide Consultant with reasonable or use of certain County resources, such as reasonable clerical support and 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 Consultant shall not relieve Consultant of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to County, and shall not affect Consultant's status as an independent Consultant. County's Program Manager shall be: Debbie Innes-Gomberg, Ph.D.

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

7.0 WARRANTY: Consultant represents and warrants that all work, deliverables, and other services provided to County shall be of professional quality, will be provided as required by this Agreement, and will be free from any material defects, errors, or omissions.

8.0 INDEMNIFICATION AND INSURANCE:

8.1 Indemnification: Consultant 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 Consultant's acts and/or omissions arising from and/or relating to this Agreement.

8.2 General Insurance Requirements: Without limiting Consultant's indemnification of County and during the term of this Agreement, Consultant shall provide and maintain, and shall require all of its Sub-Consultants 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 Consultant'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 coverage's 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 insured 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 Consultant to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Consultant 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 A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3) Failure to Maintain Coverage: Failure by Consultant 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 Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance.

- 4) Notification of Incidents, Claims or Suits: Consultant 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 Consultant and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

(c) Any injury to a Consultant 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 Consultant under the terms of this Agreement.

5) Compensation for County Costs: In the event that Consultant 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, Consultant shall pay full compensation for all costs incurred by County.

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

(a) Consultant providing evidence of insurance covering the activities of sub-Consultants, or

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

8.3 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 Consultant is responsible. If Consultant's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act or any other Federal law for which Consultant 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 Consultant, 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.

9.0 CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall provide to County an executed Consultant 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, Contracts Development and Administration Division, 550 South Vermont Avenue, Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the Consultant first performs work under this Agreement.

10.0 CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall maintain on file an executed Consultant Employee Acknowledgement and Confidentiality Agreement (Exhibit D) 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.

11.0 TITLE TO PROPERTY: County and Consultant agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the Consultant pursuant to performance under this Agreement, are the sole property of the Consultant.

County and Consultant agree that all data, including enhancements and modifications of the data, generated during the course of this agreement shall remain the sole property of the County.

Consultant further agrees that any documentation or technical materials provided by County or generated by County or Consultant during the course of Consultant performance pursuant to this Agreement shall not be reproduced or disclosed without the prior written consent of County's Project Manager.

12.0 TERMINATION OF AGREEMENT:

12.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than five (5) business days after the notice is sent. Such termination shall be without liability to County other than payment for work already rendered up to the date of termination. County shall pay Consultant the reasonable value for such work not to exceed the maximum sum due under this Agreement.

12.2 After receipt of a notice of termination and except as otherwise directed by County, Consultant shall:

- A. Stop work under this Agreement on the date and to the extent specified in such notice;
- B. Transfer title and deliver to County all completed work and work in process; and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

12.3 Notwithstanding any other provision of this Agreement, the failure of Consultant to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto, may constitute a material breach hereof, thereby justifying immediate termination or suspension of this

Agreement.

Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement and, for a period of four (4) years after termination or final settlement under this Agreement.

Consultant shall make available to County, all of its books, records, documents, or other evidence bearing on the costs and expenses of Consultant under this Agreement with respect to Consultant's work hereunder. All such material shall be maintained by Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Consultant shall pay County for travel, per diem, and other cost incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

13.0 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 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.

14.0 DELEGATION AND ASSIGNMENT BY CONSULTANT:

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

B. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

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

15.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Consultant without the prior written consent of County, as provided in this Paragraph 15.0. Any attempt by Consultant 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 Consultant, 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 Consultant desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Consultant shall make a written request to County for written approval to enter into the particular subcontract. Consultant'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 subcontract and an explanation of why and how the

proposed Sub-Consultant was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Consultant's cost or 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 (3) years after final payment under contract (Government Code, Section 8546.7)."

The Consultant will also be subject to the examination and audit of the State Auditor General for a period of three (3) 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 Consultant's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such on a case-by-case basis.

D. Consultant 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 Consultant's use of any Sub-Consultant, including any officers, employees, or agents of any Sub-Consultant, in the same manner as required for Consultant, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Consultant 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 Consultant's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way Consultant'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 Sub-Consultant personnel providing services under such subcontract. Consultant shall assure that any Sub-Consultant 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 Consultant, to any Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, 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 Consultant when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Consultant, to any Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, for any liability, damages, costs, or expenses arising from or related to County's exercise or 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 or a blanket consent to any further subcontracting.

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

K. Consultant shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Consultant pursuant to this Paragraph, 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, Consultant shall obtain and maintain on file an executed Sub-Consultant Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each Sub-Consultant's employees performing services under the subcontract. Such acknowledgements shall be delivered to the Chief of DMH's Contract 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 Sub-Consultant or its officers, employees, and agents.

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

16.0 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.

17.0 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.

18.0 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

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

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

20.0 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.

21.0 INDEPENDENT CONSULTANT STATUS: It is understood and agreed, and it is the intention of the parties hereto, that Consultant is an independent Consultant and not the employee, agent, joint venture, or partner of County for any purpose whatsoever. Consultant shall be solely liable and responsible for the payment of any and all Federal, State or local taxes which may be or become due as a result of Consultant's engagement under this Agreement.

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

23.0 ANTI-DISCRIMINATION: Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries or holding companies, are and will be treated equally by Consultant without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. Consultant certifies and agrees that it will deal with its Sub-Consultants, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Consultant shall allow County access to its employment records during regular business hours to verify compliance with these provisions when so requested by County. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of 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.

Consultant and County agree that in the event of a violation by Consultant of the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Two Thousand Dollars (\$2,000.00) pursuant to California Civil Code Section 1671 as damages in lieu of canceling, terminating, or suspending this Agreement.

24.0 PROJECT PERSONNEL ARE AGENTS OF CONSULTANT: Consultant represents and warrants that all individuals performing work under this Agreement including, but not limited to, the individuals listed in Exhibit D hereto, and their agents and Sub-Consultants, are fully authorized agents of Consultant for all purposes of this Agreement, and have actual and full authority to perform all activity and work related to this Agreement on behalf of Consultant.

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

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

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

26.0 TERMINATION FOR DEFAULT:

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

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

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

26.2 In the event that County terminates this Agreement as provided in Sub- paragraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Consultant shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

26.3 The rights and remedies of County provided in this Paragraph 28.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

27.0 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 Consultant of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Consultant shall stop services under this Agreement on this date specified in such Notice of Termination.

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

29.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of

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

30.0 CHILD SUPPORT COMPLIANCE PROGRAM:

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant 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 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).

30.2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth pursuant to Subparagraph 31.1 (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 27.0 (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

31.0 AUTHORIZATION WARRANTY: Consultant represents and warrants that the person executing this Agreement on its behalf is an authorized agent who has actual authority to bind Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of Consultant have been fulfilled

to provide such actual authority.

32.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Consultant shall notify its employees, and shall require each Sub-Consultant 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.

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

34.0 CONSULTANT RESPONSIBILITY AND DEBARMENT:

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

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

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

D. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will

advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

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

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

G. If a Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

presented. This hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

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

J. These terms shall also apply to Sub-Consultants of County Consultants.

35.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Consultant 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, Consultant 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, Consultant certifies that, to its knowledge, none of its Sub-Consultants, at any tier, or any owner, officer, partner, director or other principal of any Sub-Consultant is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Consultant shall immediately notify County in writing, during the term of this Agreement, should it or any of its Sub-Consultants or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Consultant to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

36.0 CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Consultant hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal Government, directly or indirectly, in whole or in part, and that Consultant will notify Director within (30) calendar days in writing of: (1) any event that would require Consultant or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal Government

against Consultant or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the 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 Sub-Consultants 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.

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

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

37.0 CONSULTANT'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Consultant

("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 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" means, 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 Sub-Consultants 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 (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, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
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. § 164.528, 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 Sub-Consultants 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 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 Sub-Consultants and Agents. Business Associate shall require each of its agents and Sub-Consultants 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 Sub-Consultant 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.

38.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B Written Employee Jury Service Policy:

(1) Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury

service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Consultant. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any Sub-Consultant to perform services for the County under the Agreement, the Sub-Consultant 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 Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

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

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39.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Consultant shall notify and provide to its employees, and shall require each Sub-Consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

41.0 COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all contract terms and performance standards. Consultant 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 Consultant. 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.

42.0 CONSULTANT'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Consultant to complete the certification in Exhibit G, the County seeks to ensure that all County Consultants which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Consultant which receives or raises charitable

contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

43.0 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.

44.0 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.

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

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45.0 ALTERATION OF TERMS:

No addition to, or alteration of, the terms of the body of this Agreement, or Statement of Work or Fee Schedule 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.

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

46.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

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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 Consultant has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

CONSULTANT

By _____

Name _____

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

Consultant Services Agreement. (revised 4/09/07)

EXHIBIT A

(NAME OF CONTRACTOR)

STATEMENT OF WORK

CONSULTING OR TRAINING SERVICES TO BE PROVIDED BY (Name of Contractor)

EXHIBIT B

(NAME OF CONTRACTOR)

FEE SCHEDULE

EXHIBIT C

**CONSULTANT ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

CONSULTANT _____

CONTRACT NUMBER _____

CONSULTANT ACKNOWLEDGEMENT:

I understand and agree that I am an independent Consultant 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 Angeles 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

**CONSULTANT ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT
(Continued)**

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

I agree to report to the County Project Manager any and all violations of this contract by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the County Project Manager upon completion of termination of this contract.

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

NAME: _____ DATE: _____
(Signature)

NAME: _____
(Please print)

POSITION: CONSULTANT

Revised: 4/21/05

EXHIBIT D

CONSULTANT NAME _____

CONTRACT NUMBER _____

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that I am an employee of _____, 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. Although _____ has an Agreement with the County to provide consultant services, 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.

EMPLOYEE CONFIDENTIALITY AGREEMENT:

You may be involved with work pertaining to services provided by County or _____ and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from County or _____. In addition, you may also have access to proprietary information supplied by County or _____ or by other vendors doing business with _____. _____ have 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 _____. 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 in connection with the _____ Agreement with the County. I agree to forward all requests for the release of any data or information received by me to the Consultant Project Manager.

I agree to keep confidential all financial, health, criminal and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from County or _____, design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under the above referenced Agreement.

I agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary

EXHIBIT D

**CONSULTANT EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

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

I agree to report to the Consultant Project Manager any and all violations of this Agreement by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the Consultant Project Manager upon completion of termination of this Agreement.

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

BY: _____
(Employee Signature)

DATE: _____

NAME: _____
(Please Print)

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

Revised (5/17/05)

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (CONSULTANT'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 "Consultant") that all of its officers, employees, agents and/or Sub-Consultants 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-Consultants 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-Consultants 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 Consultant or any of its officers, employees, agents and/or Sub-Consultants 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 Consultant, or one or more of its officers, employees, agents and/or Sub-Consultants, barring it or its officers, employees, agents and/or Sub-Consultants 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 _____

**CONSULTANT SERVICES AGREEMENT
EXHIBIT F**

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, Secretarib

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

Edron Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está 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.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

1 CONTRACTOR:
2 _____
3 _____
4 _____
5 _____

6 Business Address:
7 _____
8 _____
9 _____
10 _____
11 _____

12 Supervisorial District(s) _____

_____ Contract Number
_____ Provider Number(s)
_____ Reference Number
_____ N/A
_____ Legal Entity Number

15 MENTAL HEALTH SERVICES AGREEMENT
16 CONTRACT RATE - ACUTE PSYCHIATRIC INTENSIVE
17 INPATIENT HOSPITAL SERVICES

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50 Mental Health Service Area(s) _____

Countywide _____

51 K: S _____ U _____ X _____

52 PO: ASOC X CSOC _____ CRITICAL CARE _____

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ATTACHMENTS

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- 4 **ATTACHMENT I** FINANCIAL SUMMARY(IES) FY _____ FY _____ FY _____
- 5 **ATTACHMENT II** PSYCHIATRIC INPATIENT HOSPITAL SERVICES
- 6 **ATTACHMENT III** CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
- 7 **ATTACHMENT IV** SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER
- 8 **ATTACHMENT V** FACT SHEET ON "SAFELY SURRENDERED BABY LAW" (In English and Spanish)
- 9 **ATTACHMENT VI** ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
- 10 **ATTACHMENT VII** CHARITABLE CONTRIBUTIONS CERTIFICATION

1 CONTRACT NO. _____

2 MENTAL HEALTH SERVICES AGREEMENT

3 CONTRACT RATE - ACUTE PSYCHIATRIC INTENSIVE

4 INPATIENT HOSPITAL SERVICES

5 THIS AGREEMENT is made and entered into this _____ day of _____, 20 __, by and
6 between the County of Los Angeles (hereafter "County"), and _____

7 _____
8 _____
9 (hereafter "Contractor")

10 Business Address:
11 _____
12 _____
13 _____

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

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

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

21 WHEREAS, these services shall be provided by Contractor in accordance with all applicable
22 Federal, State and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which
23 may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, California
24 Welfare and Institutions Code Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3,
25 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5716, 5719,
26 5721, 5722, and 5751.2; including, but not limited to, Section 14132.44; California Welfare and Institutions
27 Code Section 17601 et seq.; California Government Code Sections 26227 and 53703; 42 United States
28 Code Section 1396 et seq.; California Penal Code Section 11164 et seq.; Title 9 and Title 22 of the

1 California Code of Regulations; including but not limited to, 22 CCR Section 51516. Policies and
2 procedures developed by County; State's Medicaid Plan; and policies and procedures which have been
3 documented in the form of Policy Letters issued by State Department of Mental Health; policies and
4 procedures including specific procedures relating to contract compliance for Treatment for Authorization
5 Request approvals developed by County; and

6 WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

- 7 A. "CCR" means the California Code of Regulations;
- 8 B. "CGF" means County General Funds;
- 9 C. "Day(s)" means calendar day(s) unless otherwise specified;
- 10 D. "Director" means County's Director of Mental Health or his authorized designee;
- 11 E. "DMH" means County's Department of Mental Health;
- 12 F. "Fiscal Year" means County's Fiscal Year which commences July 1 and ends the
13 following June 30;
- 14 G. "IS" means DMH's Information System;
- 15 H. "Contract Rate" or "CR" means the total amount of reimbursement, including all revenue,
16 interest and return, which is allowable for delivery of a day of service as defined by
17 Director or his Authorized designee and which is shown on the Financial Exhibit(s). A
18 Contract Rate is the gross rate of reimbursement, which has been negotiated between
19 Contractor and County for Contractor's delivery of a day of service of Acute Psychiatric
20 Inpatient Hospital Services. The Contract Rate is an all inclusive rate that includes, but is
21 not limited to, the cost of all physician services, psychologist services and psychiatric
22 treatment rendered to Clients and the cost of transportation services for providing Acute
23 Psychiatric Inpatient Hospital Services;
- 24 I. "SDHS" means State's Department of Health Services;
- 25 J. "SDMH" means State's Department of Mental Health;
- 26 K. "State" means the State of California;
- 27 L. "UMDAP" means SDMH's Uniform Method of Determining Ability to Pay;

1 M. "WIC" means the California Welfare and Institutions Code; and

2 WHEREAS, this Agreement is authorized by WIC Section 5600 et seq., California Government
3 Code Sections 23004, 26227 and 53703, and otherwise; and

4 NOW, THEREFORE, Contractor and County agree as follows:

5 **PREAMBLE**

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

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

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

16
17 These shared values are encompassed in the County Mission to enrich lives through effective and
18 caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce
19 Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being;
20 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of
21 children and families requires coordination, collaboration, and integration of services across functional and
22 jurisdictional boundaries, by and between County departments/agencies, and community and contracting
23 partners.

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

- 1 • Good Health;
- 2 • Economic Well-Being;
- 3 • Safety and Survival;
- 4 • Emotional and Social Well-Being; and
- 5 • Education and Workforce Readiness.
- 6

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

- 12 ✓ Families are treated with respect in every encounter they have with the health, educational, and
13 social services systems.
- 14 ✓ Families can easily access a broad range of services to address their needs, build on their
15 strengths, and achieve their goals.
- 16 ✓ There is no "wrong door": wherever a family enters the system is the right place.
- 17 ✓ Families receive services tailored to their unique situations and needs.
- 18 ✓ Service providers and advocates involve families in the process of determining service plans,
19 and proactively provide families with coordinated and comprehensive information, services, and
20 resources.
- 21 ✓ The County service system is flexible, able to respond to service demands for both the
22 Countywide population and specific population groups.
- 23 ✓ The County service system acts to strengthen communities, recognizing that just as individuals
24 live in families, families live in communities.
- 25 ✓ In supporting families and communities, County agencies work seamlessly with public and
26 private service providers, community-based organizations, and other community partners.
- 27 ✓ County agencies and their partners work together seamlessly to demonstrate substantial
28 progress towards making the system more strength-based, family-focused, culturally-
29 competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and
30 accountable.
- 31 ✓ County agencies and their partners focus on administrative and operational enhancements to
32 optimize the sharing of information, resources, and best practices while also protecting the
33 privacy rights of families.
- 34 ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service
35 plan, staff development opportunities, infrastructure enhancements, customer service and

1 satisfaction evaluation, and revenue maximization.

- 2 ✓ County agencies and their partners create incentives to reinforce the direction toward service
- 3 integration and a seamless service delivery system.
- 4 ✓ The County human service system embraces a commitment to the disciplined pursuit of results
- 5 accountability across systems. Specifically, any strategy designed to improve the County human
- 6 services system for children and families should ultimately be judged by whether it helps
- 7 achieve the County's five outcomes for children and families: good health, safety and survival,
- 8 economic well-being, social and emotional well-being, and education and workforce readiness.

9
10 The County, its clients, contracting partners, and the community are working together to develop
11 practical ways to make County services more accessible, customer friendly, better integrated, and
12 outcome-focused. Several departments have identified shared themes in their strategic plans for
13 achieving these goals including: making an effort to become more consumer/client-focused; valuing
14 community partnerships and collaborations; emphasizing values and integrity; and using a strengths-
15 based and multi-disciplinary team approach. County departments are also working to provide the Board
16 of Supervisors and the community with a better understanding of how resources are being utilized, how
17 well services are being provided, and what are the results of the services: is anyone better off?

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

21 *Personal Service Delivery*

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

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

30 *Service Access*

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

- 32 • Provide services as promptly as possible
- 33 • Provide clear directions and service information
- 34 • 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 July 1, 2007 and shall continue in full force and effect through _____.

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

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

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through _____.

C. 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

1 addresses which are set forth in Paragraph 60 (NOTICES).

2 D. Termination:

3 (1) This Agreement may be terminated by either party at any time without cause by
4 giving at least thirty days prior written notice to the other party.

5 (2) This Agreement may be terminated by County immediately:

6 (a) If County determines that:

- 7 i. Any Federal, State, and/or County funds are not available for this
8 Agreement or any portion thereof; or
- 9 ii. Contractor has failed to initiate delivery of services within days of
10 the commencement date of this Agreement; or
- 11 iii. Contractor has failed to comply with any of the provisions of
12 Paragraphs 15 (NONDISCRIMINATION IN SERVICES), 16
13 (NONDISCRIMINATION IN EMPLOYMENT), 18
14 (INDEMNIFICATION AND INSURANCE), 19 (WARRANTY
15 AGAINST CONTINGENT FEES), 24 (DELEGATION AND
16 ASSIGNMENT), 25 (SUBCONTRACTING), and/or 44
17 (CERTIFICATION OF DRUG-FREE WORK PLACE); or

18 (b) In accordance with Paragraphs 31 (TERMINATION FOR INSOLVENCY),
19 32 (TERMINATION FOR CONTRACTOR'S DEFAULT), 33 (TERMINATION FOR IMPROPER
20 CONSIDERATION), and/or 45 (COUNTY LOBBYISTS).

21 (3) This Agreement shall terminate as of June 30 of the last Fiscal Year for which
22 funds for this Agreement were appropriated by County as provided in Paragraph 5 (COUNTY'S
23 OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS).

24 (4) In the event that this Agreement is terminated, then:

25 (a) Contractor and County shall comply with the Termination Subsection of
26 the Term Section of Contract Manual; and

27 (b) On or after the date of the written notice of termination, County, in its sole

1 discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the
2 Annual Cost Report; and

3 (c) If Contractor terminates this Agreement, all costs related to all transfers
4 of patients/clients receiving services hereunder to other agencies as well as all costs related to all
5 continuing services shall not be a charge to this Agreement nor reimbursable in any way hereunder.

6 (5) Any termination of this Agreement by County shall be approved by County's
7 Board of Supervisors.

8 E. Suspension of Payments: Payments to Contractor under this Agreement shall be
9 suspended if Director, for good cause, determines that Contractor is in default under any of the provisions
10 of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar
11 days notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for
12 such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the
13 Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

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

17 3. DESCRIPTION OF SERVICES: Contractor shall provide mental health services in the form as
18 described in the Financial Summary(ies) and Service Exhibit(s) and in the Program Description of
19 Contract Package for this Agreement as approved in writing by Director, including any addenda thereto as
20 approved in writing by Director. Services provided by Contractor shall be the same regardless of the
21 patient's/client's ability to pay or source of payment.

22 If, during Contractor's provision of services under this Agreement, there is any substantial
23 deviation from the services as described in Contract Package for this Agreement, as approved in writing
24 by Director, including any addenda thereto as approved in writing by Director, then Contractor shall
25 promptly notify Director.

26 /
27 /

1 4. FINANCIAL PROVISIONS:

2 A. General: This is a Contract Rate Agreement. County agrees to reimburse Contractor
3 during the term of this Agreement for providing mental health services hereunder in accordance with WIC
4 Sections 5704, 5705, 5707, 5709, 5710, 5714, 5716, 5717, 5718, 5719, 5720, 5721, 5723, and 14132.44;
5 CCR Titles 9 and 22; SDMH Policy Letters; DMH policies and procedures; and all other applicable
6 Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives.
7 Reimbursement shall be at the Contract Rate(s), as mutually agreed upon between County and
8 Contractor and as shown on the Financial Summary(ies) less all fees paid by or on behalf of
9 patients/clients receiving services hereunder and all other revenue, to Contractor, as described in
10 Subparagraph G (Payment).

11 B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of
12 this Agreement as described in Paragraph 1 (TERM) shall not exceed _____
13 _____ DOLLARS (\$ _____) and
14 shall consist of County, State, and/or Federal (excluding Medicare for partial hospitalization services)
15 funds as shown on the applicable Financial Summary(ies). Notwithstanding any other provision of this
16 Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for
17 Contractor's performance hereunder during the Initial Period.

18 C. Reimbursement If Agreement Is Automatically Renewed:

19 (1) Reimbursement For First Automatic Renewal Period: The Maximum Contract
20 Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM)
21 shall not exceed _____
22 _____ DOLLARS (\$ _____) and shall consist of County, State, and/or
23 Federal (excluding Medicare for partial hospitalization services) funds as shown on the applicable
24 Financial Summary(ies). Notwithstanding any other provision of this Agreement, in no event shall County
25 pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during
26 the First Automatic Renewal Period.

27 (2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract

1 Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM)
2 shall not exceed _____
3 _____ DOLLARS (\$ _____) and shall consist of County, State, and/or
4 Federal (excluding Medicare for partial hospitalization services) funds as shown on the applicable
5 Financial Summary(ies). Notwithstanding any other provision of this Agreement, in no event shall County
6 pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during
7 the Second Automatic Renewal Period.

8 Contractor shall maintain a system of record keeping that will allow Contractor to determine when
9 it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon
10 occurrence of this event, Contractor shall send written notification to County at the address herein
11 provided in Paragraph 60 (NOTICES).

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

19 Notwithstanding any other provision of this Agreement, Contractor shall be entitled to
20 reimbursement for Psychiatric Inpatient Hospital Services: (1) if there is a Treatment Authorization
21 Request for the particular Acute Psychiatric Inpatient Hospital Services or Administrative Day Services
22 which has been submitted by Contractor to County as required by this Agreement and which has been
23 approved by County; and (2) if the particular Acute Psychiatric Inpatient Hospital Services or
24 Administrative Day Services provided pursuant to the County-approved Treatment Authorization Request
25 are consistent with the County-approved Treatment Authorization Request and are appropriate for clinical
26 reimbursement as determined by Director.

27 E. Government Funding Restrictions: This Agreement shall be subject to any restrictions,

1 limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget
2 Act, which may in any way affect the provisions or funding of this Agreement. This Agreement shall also
3 be subject to any additional restrictions, limitations, or conditions imposed by the Federal government
4 which may in any way affect the provisions or funding of this Agreement.

5 F. Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest:

6 (1) Contractor shall comply with all County, State, and Federal requirements and
7 procedures, as described in WIC Sections 5709, 5710 and 5721, relating to: (1) the determination and
8 collection of patient/client fees for services hereunder based on UMDAP and DMH's Revenue Manual, (2)
9 the eligibility of patients/clients for private insurance, or other third party revenue, and (3) the collection,
10 reporting and deduction of all patient/client and other revenue for patients/clients receiving services
11 hereunder. Contractor shall vigorously pursue and report collection of all patient/client and other revenue.

12 (2) All fees paid by patients/clients receiving services under this Agreement and all
13 fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Contractor only for
14 the delivery of mental health services specified in this Agreement.

15 (3) Contractor may retain any interest and/or return funds paid by County to
16 Contractor, provided that which may be received, earned or collected from any Contractor shall utilize all
17 such interest and return only for the delivery of mental health services specified in this Agreement.

18 G. Billing Procedures As Conditions Precedent To Contractor's Eligibility For
19 Reimbursement:

20 (1) As an express condition precedent to Contractor's eligibility for reimbursement
21 under this Agreement, Contractor shall determine: (1) whether clients are indigent, (2) whether the
22 Psychiatric Inpatient Hospital Services for which claim is made are covered, in whole or in part, under any
23 other State or Federal medical care program or under any other contractual or legal entitlement, including,
24 but not limited to, any private group indemnification or insurance program or workers' compensation, and
25 (3) whether the Clients for whom claim is made have any Medi-Cal Share of Cost for the particular
26 Psychiatric Inpatient Hospital Services. Notwithstanding any other provision of this Agreement, to the
27 extent that any such third party coverage and/or Medi-Cal Share of Cost is available, Contractor's

1 reimbursement shall be reduced.

2 (2) As a further express condition precedent to Contractor's eligibility for
3 reimbursement under this Agreement, Contractor shall submit claims on the prescribed form(s) and with
4 the appropriate allowable psychiatric accommodation codes to DMH for reimbursement for all Psychiatric
5 Inpatient Hospital Services rendered to Clients, either directly or through subcontractors as permitted
6 under this Agreement, in accordance with all applicable requirements.

7 (3) Contractor shall claim a day of service of Acute Psychiatric Inpatient Hospital
8 Services for each Client who occupies an inpatient psychiatric bed at 12:00 midnight in Contractor's
9 facility(ies), based on the particular services provided at that time. Contractor shall claim a day of service
10 for the Client for the day of admission and not the day of discharge; however, a day of service may be
11 claimed if the Client is admitted and discharged during the same day, provided that such admission and
12 discharge is not within twenty-four hours of a prior discharge.

13 H. Payment: Contractor shall submit to County, claims in the form and content specified by
14 County. Each claim shall be submitted within fourteen days of the Client's discharge date. Contractor's
15 claims to County shall be separately itemized by Client.

16 On the basis of the claims and after Director's review and approval of the claims,
17 Contractor shall receive from County payment less all revenues equal to the claims submitted and
18 approved for that month in accordance with County policies and procedures.

19 If a claim is not submitted as required by County, then payment may be withheld by
20 County.

21 I. Withholding of Payment For Nonsubmission of IS and Other Information: County may
22 withhold a maximum of ten percent of any monthly claim, if any IS data, or other information is not
23 submitted by Contractor to County within the time limits of submission of this Agreement or if any IS data,
24 or other information is incomplete, incorrect, or is not completed in accordance with the requirements of
25 this Agreement.

26 J. Annual Cost Reports:

27 (1) For each Fiscal Year or portion thereof that this Agreement is in effect, Contractor

1 shall provide DMH with one copy of an accurate and complete Annual Cost Report in accordance with
2 written guidelines provided to Contractor by Director.

3 (2) Within ten days after written notification by County to Contractor of any
4 overpayment due by Contractor to County, Contractor shall notify County as to which of the following two
5 payment options Contractor requests be used as the method by which such amount shall be recovered by
6 County. Any such amount shall be: (1) paid in one cash payment by Contractor to County or (2) paid by
7 cash payment(s) by Contractor to County over a period not to exceed such sixty days. If Contractor does
8 not so notify County within such ten days or if Contractor fails to make payment of any such amount to
9 County as required, then the total amount, as determined by Director, shall be immediately due and
10 payable.

11 K. County Audit Settlements: If, at any time during the term of this Agreement or at any time
12 after the expiration or termination of this Agreement, authorized representatives of County conduct an
13 audit or review regarding the Psychiatric Inpatient Hospital Services provided hereunder and if such audit
14 or review finds that the dollar liability of County and/or Federal governments for such services is less than
15 the payments made by County to Contractor, then the difference shall be due by Contractor to County.
16 Within thirty days after written notification by County to Contractor of any such difference due by
17 Contractor to County, Contractor shall pay County by one cash payment.

18 L. Interest Charges on Delinquent Payments: If Contractor, without good cause as
19 determined in the sole judgment of Director, fails to pay County any amount due to County under this
20 Agreement within sixty days after the due date, as determined by Director, then Director, in her sole
21 discretion and after written notice to Contractor, may assess interest charges at a rate equal to County's
22 Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount due
23 commencing on the sixty-first day after the due date. The interest charges shall be paid by Contractor to
24 County by cash payment upon demand.

25 M. Limitation of County's Obligation Due to Nonappropriation of Funds: Notwithstanding any
26 other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder
27 or by any provision of this Agreement during this or any of County's future fiscal years unless and until

1 County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such
2 fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which
3 appropriate less than the amount provided for in Subparagraph B (Reimbursement For Initial Period) and
4 Subparagraph C (Reimbursement If Agreement Is Automatically Renewed) of this Agreement, County
5 shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the
6 event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of
7 the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes
8 in allocation of funds at the earliest possible date.

9 N. Contractor Requested Changes: If Contractor desires any change in the provisions of this
10 Agreement, Contractor shall request in writing such change within the term of this Agreement.

11 O. Delegated Authority: Notwithstanding any other provision of this Agreement, County's
12 Department of Mental Health Director may, without further action by County's Board of Supervisors,
13 prepare and sign amendments to this Agreement during the remaining term of this Agreement, under the
14 following conditions:

15 (1) County's total payments to Contractor under this Agreement, for each Fiscal Year
16 of the term of this Agreement, shall not exceed or shall not be reduced by more than ten percent of the
17 applicable Maximum Contract Amount; and

18 (2) Any such increase shall only be used for additional services or to reflect program
19 and/or policy changes that affect this Agreement; and

20 (3) County's Board of Supervisors has appropriated sufficient funds for all changes
21 described in each such amendment to this Agreement; and

22 (4) Approval of County Counsel and the Chief Administrative Officer is obtained prior
23 to any such amendment to this Agreement; and

24 (5) County's Department of Mental Health Director shall notify County's Board of
25 Supervisors and Chief Administrative Officer of all Agreement changes, in writing, within fifteen days
26 following execution of any such amendment(s).

27 P. Budget Reductions: In the event that the County's Board of Supervisors adopts, in

1 applied to and considered as payments made under this Agreement and shall be applied against all
2 applicable Federal, State, and/or County funds provided hereunder.

3 C. Notwithstanding any other provision of this Agreement or the Agreement(s) described in
4 Subparagraph A, the total reimbursement by County to Contractor under all these Agreements for Fiscal
5 Year N/A shall not exceed N/A DOLLARS (\$ N/A).

6 7. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including,
7 but not limited to, professional staff, as required by WIC and CCR. Such staff shall be qualified and shall
8 possess all appropriate licenses in accordance with WIC Sections 5778 and all other applicable
9 requirements of the California Business and Professions Code, WIC, CCR and State Policy Letters.

10 8. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service
11 training program of treatment review and case conferences in which all its professional, para-professional,
12 intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain
13 appropriate supervision of all persons providing services under this Agreement with particular emphasis
14 on the supervision of para-professionals, interns, students, and clinical volunteers. Contractor shall be
15 responsible for the training of all appropriate staff on State and County policies and procedures as well as
16 on any other matters that County may reasonably require.

17 9. PROGRAM SUPERVISION, MONITORING AND REVIEW: Director shall have the right to
18 monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for
19 determining the persons to be served. Authorized County, State and/or Federal representatives shall
20 have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable
21 time.

22 10. RECORDS AND AUDITS:

23 A. Records:

24 (1) General:

25 (a) Contractor shall maintain books, records, documents and other evidence
26 as well as accounting procedures and practices sufficient to reflect properly all direct and indirect costs of
27 whatever nature claimed to have been incurred in the performance of this Agreement.

1 (b) Contractor shall maintain all the information described in
2 Subparagraph (a) in accordance with generally accepted accounting principles.

3 (c) Contractor shall maintain medical records required by CCR Title 22,
4 Sections 70747 through 70751, and other records relating to a Client's eligibility for services, the services
5 rendered, the Client to whom the services were rendered, the date(s) of service, the medical necessity of
6 the services, and the quality of the care provided. Records shall be maintained in accordance with CCR
7 Title 22, Section 51476.

8 (d) In addition, Contractor shall comply with any additional record
9 requirements described in the Service Exhibit(s) and shall adequately document the delivery of all services
10 described in this Agreement.

11 (2) Client Records: Contractor shall maintain treatment and other records of all
12 services in accordance with all applicable County, State and Federal requirements on each individual
13 Client which shall include, but not be limited to, Client identification number, IS Client face sheet, all data
14 elements required by IS, consent for treatment form, initial evaluation form, treatment plan, progress notes
15 and discharge summary.

16 All such records shall be maintained by Contractor for a minimum period of seven years
17 following discharge of the Client or termination of services (except that the records of unemancipated
18 minors shall be kept at least one year after such minor has reached the age of eighteen years and in any
19 case not less than seven years), or until any litigation, claim, negotiation, County, State and/or Federal
20 audit, and/or other action involving the records, is fully resolved, whichever is later. During such retention
21 period, all such records shall be made available during County's normal business hours to authorized
22 representatives of County, State, and/or Federal governments for purposes of inspection, program review,
23 and/or audit. In the event any records are located outside Los Angeles County, Contractor shall pay
24 County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other
25 location.

26 (3) Financial Records: Contractor shall prepare and maintain, on a current basis,
27 accurate and complete financial records of its activities and operations relating to this Agreement in

1 accordance with generally accepted accounting principles and all guidelines, standards, and procedures
2 which may be provided by County to Contractor. Minimum standards for accounting principles are set
3 forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be
4 furnished to Contractor by County upon request.

5 The entries in all financial records must be readily traceable to applicable source
6 documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by employee and
7 countersigned by supervisor in ink, subsidiary ledgers and journals, appointment logs, patient ledger
8 cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the
9 Federal Health Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15) and other
10 guidelines, standards, and procedures which may be provided by County to Contractor.

11 All such records shall be maintained by Contractor for a minimum period of seven years
12 following the expiration or termination of the Agreement, or until any litigation, claim, negotiation, County,
13 State and/or Federal audit, and/or other action involving the records, is fully resolved, whichever is later.
14 During such retention period, all such records shall be made available during County's normal business
15 hours to authorized representatives of County, State, and/or Federal governments for purposes of
16 inspection, program review, and/or audit. In the event any records are located outside Los Angeles
17 County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any
18 inspection or audit at such other location.

19 (4) Preservation Of Records: If, following termination of this Agreement, Contractor's
20 facility(ies) is (are) closed or if majority ownership of Contractor changes, then within seventy-two hours
21 thereafter, Director of SDMH and Director shall be notified thereof by Contractor in writing of all
22 arrangements made by Contractor for preservation of all the Client, financial, and other records referred in
23 this Paragraph.

24 B. Audits:

25 (1) Contractor shall provide County, State and/or Federal governments, and their
26 authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe, any
27 pertinent transaction, activity, time cards, or any other records or information relating to this Agreement.

1 (2) County, State and/or Federal governments may, in their sole discretion, perform
2 periodic fiscal and/or program review(s) of Contractor's records that relate to this Agreement, and if the
3 results of any fiscal and/or program review requires a corrective plan of action, Contractor shall submit
4 such a plan no later than thirty days after receiving the findings of the fiscal and/or program review.

5 (3) County, State and/or Federal governments may conduct onsite reviews and
6 audits during normal working hours with at least 72-hour notice, except that unannounced onsite reviews
7 and requests for information may be made in those exceptional situations where arrangement of an
8 appointment is not possible or is inappropriate to the nature of the intended visit.

9 (4) Audit Reports: In the event that any audit of any or all aspects of this Agreement
10 is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by
11 Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts
12 Development and Administration Division within thirty days of Contractor's receipt thereof, unless
13 otherwise provided by applicable Federal or State law or under this Agreement.

14 (5) Federal Access To Records: If, and to the extent that, Section 1861(v)(1)(I) of
15 the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees
16 that for a period of five years following the furnishing of services under this Agreement, Contractor shall
17 maintain and make available, upon written request, to the Secretary of the United States Department of
18 Health and Human Services or the Controller General of the United States, or to any of their duly
19 authorized representatives, the contracts, books, documents and records of Contractor which are
20 necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor
21 carries out any of the services provided hereunder through any subcontract with a value or cost of TEN
22 THOUSAND DOLLARS (\$10,000) or more over a twelve month period with a related organization (as that
23 term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such
24 access to the subcontract, books, documents and records of the subcontractor.

25 11. REPORTS:

26 A. Contractor shall make reports as required by Director or by State regarding Contractor's
27 activities and operations as they relate to Contractor's performance of this Agreement. In no event may

1 County require such reports unless it has provided Contractor with at least thirty days' prior written
2 notification. County shall provide Contractor with a written explanation of the procedures for reporting the
3 required information.

4 B. Information System (IS):

5 (1) Contractor shall participate in IS as required by Director. Contractor shall report
6 to County, all program, Client, staff, and other data and information about Contractor's services, within the
7 specified time periods as required by DMH's Information Systems Procedure Manual and Reports
8 Reference Guide and any other County requirements.

9 (2) Notwithstanding any other provision of this Agreement, only those days of service
10 of Acute Psychiatric Inpatient Hospital Services, as set forth on County-approved Treatment Authorization
11 Requests, shall be counted as reimbursable services.

12 (3) After the close of the monthly IS reporting period, no data and information relating
13 to services for that month may be added without the written approval of Director.

14 (4) There may be good cause reasons that prevent Contractor from entering into IS
15 all data and information documenting days of service of Acute Psychiatric Inpatient Hospital Services
16 before the close of a particular month. If, after the close of the monthly IS reporting period, Contractor
17 desires to enter any data and information documenting services for a particular month, then Contractor
18 shall submit a request in writing setting forth the good cause reasons which prevented Contractor from
19 timely entering such particular data and information into IS. Director may, at her sole discretion, approve
20 in writing Contractor's request to enter the data and information into IS. Notwithstanding any other
21 provision of this Agreement, the only services which shall be considered legitimate and reimbursable shall
22 be those services as entered by Contractor into IS.

23 (5) Contractor shall train its staff in the operation, procedures, policies, and all related
24 use, of IS as required by County.

25 12. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information,
26 including, but not limited to, claims, County records, patient/client records and information, and IS records,
27 in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and

1 Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality.
2 Contractor shall require all its officers, employees, and agents providing services hereunder to
3 acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality
4 provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents,
5 from and against any and all loss, damage, liability, and expense arising from any disclosure of such
6 records and information by Contractor, its officers, employees, or agents.

7 13. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients' rights
8 provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and
9 CCR Title 22, including, but not limited to, Section 70707. Contractor shall also comply with all patients'
10 rights policies provided by County. Contractor shall post in a conspicuous place a written policy on
11 patients' rights in accordance with WIC Section 5325 and CCR Title 22, Section 70707.

12 SDM, County Patients' Rights Advocates and/or other DMH staff designated by Director, and
13 any other authorized agencies shall be given access by Contractor to Clients, Clients records, and
14 Contractor's personnel in order to investigate any complaints by Clients and/or to monitor Contractor's
15 compliance with all applicable statutes, regulations, manuals and policies.

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

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

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

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

3 C. Contractor Personnel:

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

9 (2) Although clerical and other nontreatment staff are not required to report
10 suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

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

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

20 15. NONDISCRIMINATION IN SERVICES:

21 A. Contractor shall not discriminate in the provision of services hereunder because of race,
22 religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap, in accordance
23 with requirements of Federal and State law. For the purpose of this Paragraph 15, discrimination in the
24 provision of services may include, but is not limited to, the following: denying any person any service or
25 benefit or the availability of a facility; providing any service or benefit to any person which is different, or is
26 provided in a different manner or at a different time, from that provided to others; subjecting any person to
27 segregation or separate treatment in any matter related to the receipt of any service; restricting any person

1 in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or
2 benefit; and treating any person differently from others in determining admission, enrollment quota,
3 eligibility, membership, or any other requirement or condition which persons must meet in order to be
4 provided any service or benefit. Contractor shall take affirmative action to ensure that intended
5 beneficiaries of this Agreement are provided services without regard to race, religion, national origin,
6 ancestry, sex, age, marital status, or physical or mental handicap.

7 16. NONDISCRIMINATION IN EMPLOYMENT:

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

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

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

21 D. Contractor shall allow County representatives access to its employment records during
22 regular business hours to verify compliance with the provisions of this Paragraph 16 when so requested by
23 Director.

24 E. If County finds that any of the above provisions has been violated, the same shall
25 constitute a material breach of this Agreement upon which County may immediately terminate or suspend
26 this Agreement. While County reserves the right to determine independently that the anti-discrimination
27 provisions of this Agreement have been violated, in addition, a determination by the California Fair

1 Employment Practices Commission or the Federal Equal Employment Opportunity Commission that
2 Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by
3 County that Contractor has violated the anti-discrimination provisions of this Agreement.

4 F. In the event that Contractor violates any of the anti-discrimination provisions of this
5 Paragraph 16, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500)
6 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending
7 this Agreement.

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

14 18. INDEMNIFICATION AND INSURANCE:

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

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

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

1 services under this Agreement. Such certificates or other evidence shall:

2 (a) Specifically identify this Agreement.

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

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

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

10 (e) Identify any deductibles or self-insured retentions for County's Approval.

11 The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured
12 retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of such
13 retained losses and related costs, including, but not limited to, expenses or fees, or both, related to
14 investigations, claims administration, and legal defense. Such bond shall be executed by a corporate
15 surety licensed to transact business in the State of California.

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

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

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

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

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

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

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

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

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

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

17 a) Contractor providing evidence of insurance covering the activities
18 of sub-contractor, or

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

22 C. Insurance Coverage Requirements:

23 1) General Insurance Requirements: Insurance (written ISO policy form CG
24 00 01 or its equivalent) with limits of not less than the following:

| | |
|--|-----------------------------------|
| 25 General Aggregate: | Two Million Dollars (\$2,000,000) |
| 26 Products/Completed Operation Aggregate: | One Million Dollars (\$1,000,000) |
| 27 Personal and Advertising Injury: | One Million Dollars (\$1,000,000) |

1 Each Occurrence: One Million Dollars (\$1,000,000)

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

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

13 Each Accident: One Million Dollars (\$1,000,000)

14 Disease-Policy Limit: One Million Dollars (\$1,000,000)

15 Disease-each employee: One Million Dollars (\$1,000,000)

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

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

1 20. CONFLICT OF INTEREST:

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

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

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

22 22. INDEPENDENT STATUS OF CONTRACTOR:

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

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

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

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

10 D. Contractor shall obtain and maintain on file an executed Contractor Employee
11 Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for this
12 Agreement, for each of its employees performing services under this Agreement. Such Acknowledgments
13 shall be executed by each such employee on or immediately after the commencement date of this
14 Agreement but in no event later than the date such employee first performs services under this
15 Agreement.

16 23. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS: Should
17 Contractor require additional or replacement personnel after the effective date of this Contract to perform
18 the services set forth herein, Contractor shall give first consideration for such employment openings to
19 qualified permanent County employees who are targeted for layoff after the effective date of this contract.

20 24. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

1 B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell,
2 exchange, assign, or divest themselves of any interest they may have therein. However, in the event any
3 such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority
4 control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority
5 controlling interest therein at the time of execution of this Agreement, such disposition is an assignment
6 requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

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

14 25. SUBCONTRACTING:

15 A. No performance of this Agreement, or any portion thereof, shall be subcontracted by
16 Contractor without the prior written consent of County as provided in this Paragraph 25. Any attempt by
17 Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the
18 prior written consent of County, shall be null and void and shall constitute a material breach of this
19 Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by
20 Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of
21 this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a
22 third party beneficiary of this Agreement.

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

- 26 (1) The reasons for the particular subcontract.
- 27 (2) A detailed description of the services to be provided by the subcontract.

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

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

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

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

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

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

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

23 F. In the event that County consents to any subcontracting, such consent shall be subject to
24 County's right to give prior and continuing approval of any and all subcontractor personnel providing
25 services under such subcontract. Contractor shall assure that any subcontractor personnel not approved
26 by County shall be immediately removed from the provision of any services under the particular
27 subcontract or that other action is taken as requested by County. County shall not be liable or responsible

1 in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or
2 any subcontractor, for any liability, damages, costs or expenses arising from or related to County's
3 exercise of such right.

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

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

13 I. In the event that County consents to any subcontracting, such consent shall apply to each
14 particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 24 or a
15 blanket consent to any further subcontracting.

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

20 K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration
21 Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph
22 28, on or immediately after the effective date of the subcontract but in no event later than the date any
23 services are performed under the subcontract.

24 L. In the event that County consents to any subcontracting, Contractor shall obtain and
25 maintain on file an executed Subcontractor Employee Acknowledgment of Employer, in the form as
26 contained in Contractor's Negotiation Package for the Agreement, for each of the subcontractor's
27 employees performing services under the subcontract. Such Acknowledgments shall be delivered to the

1 Chief of DMH's Contracts Development and Administration Division on or immediately after the
2 commencement date of the particular subcontract but in no event later than the date such employee first
3 performs any services under the subcontract.

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

6 N. Director is hereby authorized to act for and on behalf of County pursuant to this
7 Paragraph 28, including, but not limited to, consenting to any subcontracting.

8 26. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and
9 construed in accordance with, the laws of the State of California. Contractor agrees and consents to the
10 exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and
11 further agrees and consents that venue of any action brought hereunder shall be exclusively in the County
12 of Los Angeles, California.

13 27. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

25 D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints,
26 citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to
27 Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which

1 are likely to have a material effect on the organization's stewardship, financial position and/or ability to
2 perform and deliver services under this contract.

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

6 29. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

7 A. Contractor shall obtain and maintain in effect during the term of this Agreement, all
8 licenses, permits, registrations, accreditations, and certificates as required by all Federal, State, and local
9 laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to
10 Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its
11 officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect
12 during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which
13 are applicable to their performance hereunder. A copy of each such license, permit, registration,
14 accreditation, and certificate as required by all applicable Federal, State, and local laws, ordinances, rules,
15 regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts
16 Development and Administration Division.

17 30. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE:

18 A. Form of Business Organization: Contractor shall prepare and submit to DMH's Contracts
19 Development and Administration Division, an affidavit sworn to and executed by an authorized officer of
20 Contractor, containing the following:

21 (1) A statement indicating the form of Contractor's business organization (i.e.,
22 proprietorship, partnership, corporation, joint venture, or a combination thereof) and whether Contractor is
23 for profit or non-profit.

24 (2) A detailed statement indicating whether Contractor is totally or substantially
25 owned by any other business organization(s), and if so, the name and address of each such business
26 organization.

27 (3) A detailed statement indicating whether Contractor totally or partially owns any

1 other business organization(s) that will be providing services, supplies, materials or equipment to
2 Contractor or in any manner does business with Contractor under this Agreement, and if so, the name and
3 address of each such business organization and the specific nature of its business with Contractor.

4 If, during the term of this Agreement, the form of Contractor's business organization changes, or
5 the majority ownership of Contractor changes, or Contractor's ownership of other businesses dealing with
6 Contractor under this Agreement changes, Contractor shall notify DMH's Contracts Development and
7 Administration Division in writing detailing such changes thirty days prior to any such changes.

8 B. Real Property Disclosure: If Contractor is purchasing, renting, leasing or subleasing, or is
9 planning to purchase, rent, lease, or sublease, any real property where any clients are to receive services
10 hereunder, Contractor shall prepare and submit to DMH's Contracts Development and Administration
11 Division, an affidavit, sworn to and executed by an authorized officer of Contractor, containing the
12 following:

13 (1) The location by street address and city of any such real property.

14 (2) The fair market value of any such real property as such value is reflected on the
15 most recently issued County Tax Collector's tax bill.

16 (3) A detailed description of all existing and pending rental agreements, leases, and
17 subleases with respect to any such real property, to include: the term (duration) of such rental agreement,
18 lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the
19 term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be
20 paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the names and
21 addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a
22 private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a
23 listing by names and addresses of all officers, directors, and stockholders thereof; and if the lessor or
24 sublessor is a partnership, a listing by names and addresses of all general and limited partners thereof.

25 (4) A listing by names and addresses of all Contractor's officers, directors, members
26 of its advisory boards, members of its staff, and consultants, who have any family relationship by marriage
27 or blood with a lessor or sublessor referred to in Subparagraph 3, or who have any financial interest in

1 such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership,
2 such listing shall also include the names and addresses of all of Contractor's officers, members of its
3 advisory boards, members of its staff, and consultants, who have any family relationship, by marriage or
4 blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In
5 preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s),
6 stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such
7 person(s) and Contractor's representatives listed. Related party transactions will be allowed only if
8 reasonable. True and correct copies of all written rental agreements, leases, and subleases with respect
9 to any such real property shall be appended to such affidavit and made a part thereof.

10 (5) In the event that the information described in Subparagraphs 1 through 4 is
11 already in Contractor's rental agreement(s), lease(s), and/or sublease(s) and is clearly highlighted by
12 Contractor, Contractor may submit such document(s) in lieu of the above affidavit.

13 31. TERMINATION FOR INSOLVENCY:

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

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

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

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

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

24 B. The rights and remedies of County provided in this Paragraph 31 shall not be exclusive
25 and are in addition to any other rights and remedies provided by law or under this Agreement.

26 32. TERMINATION FOR DEFAULT:

27 A. County may, by written notice of default to Contractor, terminate this Agreement

1 immediately in any one of the following circumstances:

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

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

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

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

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

24 Contractor shall immediately report any attempt by a County officer or employee to solicit such
25 improper consideration. The report shall be made either to the County manager charged with the
26 supervision for the employee or to the County Auditor-Controller's Employee Fraud Hotline at
27 (213) 974-0914 or (800) 544-6861.

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

3 34. CHILD SUPPORT COMPLIANCE PROGRAM:

4 A. Contractor's Warranty of Adherence to County's Child Support Compliance Program:

5 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit
6 financially from County through contract are in compliance with their court-ordered child, family, and
7 spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and
8 its taxpayers.

9 As required by County's Child Support Compliance Program (County Code Chapter
10 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions
11 of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement
12 maintain in compliance with employment and wage reporting requirements as required by the Federal
13 Social Security Act (42 United States Code (USC) Section 653a) and California Unemployment Insurance
14 Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or
15 Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or
16 Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

17 B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support
18 Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in
19 Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program)
20 shall constitute default under this Agreement. Without limiting the rights and remedies available to County
21 under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar
22 days of written notice shall be grounds upon which County may terminate this Agreement pursuant to
23 Paragraph 32 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County
24 Code Chapter 2.202.

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

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

4 37. ALTERATION OF TERMS:

5 No addition to, or alteration of, the terms of the body of this Agreement, or Statement of Work or
6 Fee Schedule hereto, whether by written or oral understanding of the parties, their officers, employees or
7 agents, shall be valid and effective unless made in the form of a written amendment to this Agreement
8 which is formally approved and executed by the parties.

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

14 38. ENTIRE AGREEMENT: The body of this Agreement; and Attachments I through VII, all of which
15 are attached hereto and incorporated herein by reference; shall constitute the complete and exclusive
16 statement of understanding between the parties which supersedes all previous agreements, written or
17 oral, and all other communications between the parties relating to the subject matter of this Agreement. In
18 the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or
19 schedule, or the contents or description of any service or other work, or otherwise, between the body of
20 this Agreement and the other referenced documents, or between such other documents, such conflict or
21 inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such
22 other documents according to the following priority.

- 23 **ATTACHMENT I** FINANCIAL SUMMARY(IES) FY _____ FY _____ FY _____
- 24 **ATTACHMENT II** PSYCHIATRIC INPATIENT HOSPITAL SERVICES
- 25 **ATTACHMENT III** CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
- 26 **ATTACHMENT IV** SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER
- 27 **ATTACHMENT V** FACT SHEET ON "SAFELY SURRENDERED BABY LAW" (In English and Spanish)
- 28 **ATTACHMENT VI** ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
- 29 **ATTACHMENT VII** CHARITABLE CONTRIBUTIONS CERTIFICATION

30 39. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a

1 waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to
2 time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies
3 set forth in this Paragraph 39 shall not be exclusive and are in addition to any other rights and remedies
4 provided by law or under this Agreement.

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

16 41. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature
17 distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature
18 of its treatment services, Contractor shall clearly indicate that the services which it provides under this
19 Agreement are funded by the County of Los Angeles.

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

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

1 under this Agreement also fully complies with all such certification and disclosure requirements.

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

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

16 46. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that
17 all locations where services are provided under this Agreement are operated at all times in accordance
18 with all County community standards with regard to property maintenance and repair, graffiti abatement,
19 refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances,
20 and regulations relating to the property. County's periodic monitoring visits to Contractors' facility(ies) shall
21 include a review of compliance with this Paragraph 46.

22 47. CONSIDERATION FOR HIRING GREATER AVENUE FOR INDEPENDENCE (GAIN)
23 PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date
24 of this Agreement, Contractor shall give consideration for any such employment opening to participants in
25 the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program
26 who meet Contractor's minimum qualifications for the open position. The County will refer GAIN
27 participants by job category to the Contractor.

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

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

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

16 51. CONTRACTOR RESPONSIBILITY AND DEBARMENT: shall be deleted in its entirety and the
17 following substituted therefore:

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

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

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

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

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

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

22 G. If a Contractor has been debarred for a period longer than five years, that Contractor may,
23 after the debarment has been in effect for at least five years, submit a written request for review of the
24 debarment determination to reduce the period of debarment or terminate the debarment. The County
25 may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the
26 Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for
27 which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material

1 evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of
2 the County.

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

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

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

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

27 There are a variety of different reasons why an individual or entity may be excluded from

1 participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in
2 other cases the Office of Inspector General (OIG) has the discretion not to exclude.

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

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

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

20 53. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

21 A. The parties acknowledge the existence of the Health Insurance Portability and
22 Accountability Act of 1996 and its implementing regulations (“HIPAA”). Contractor understands and
23 agrees that it is a “Covered Entity” under HIPAA and, as such, has obligations with respect to the
24 confidentiality, privacy, and security of patients’ medical information, and must take certain steps to
25 preserve the confidentiality of this information, both internally and externally, including the training of staff
26 and the establishment of proper procedures for the release of such information, including the use of
27 appropriate consents and authorizations specified under HIPAA.

1 B. The parties acknowledge their separate and independent obligations with respect to
2 HIPAA, and that such obligations relate to *transactions and code sets, privacy, and security*. Contractor
3 understands and agrees that it is separately and independently responsible for compliance with HIPAA in
4 all these areas and that County has not undertaken any responsibility for compliance on Contractor's
5 behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other
6 representations with respect to Contractor's obligations under HIPAA, but will independently seek its own
7 counsel and take the necessary measures to comply with the law and its implementing regulations.

8 C. Contractor and County understand and agree that each is independently responsible for
9 HIPAA compliance and agree to take all necessary and reasonable actions to comply with the
10 requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy,
11 and Security. Each party further agrees to indemnify and hold harmless the other party (including their
12 officers, employees and agents) for its failure to comply with HIPAA.

13 D. Contractor and County understand and agree that HIPAA has imposed additional
14 requirements in regards to changes in DMH's IS.

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

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

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

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

27 (c) County has added to the DMH Provider Manual a Trading Partner Agent

1 Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit
2 HIPAA-compliant transactions on behalf of Contractor.

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

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

11 G. Contractor further understands and agrees that the terms and conditions of the current
12 Trading Partner Agreement (TPA) set forth in the DMH Provider Manual shall apply to this Agreement and
13 that said Terms and Conditions are incorporated by reference as though fully set forth herein.

14 54. COMPLIANCE WITH JURY SERVICE PROGRAM:

15 A. Jury Service Program: This Agreement is subject to the provisions of the County's
16 ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections
17 2.203.010 through 2.203.090 of the Los Angeles County Code.

18 B. Written Employee Jury Service Policy:

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

27 (2) For purposes of this Section, "Contractor" means a person, partnership, corporation

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

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

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

25 /
26 /
27 /

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

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

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

1 breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

2 58. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and
3 Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions.
4 The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act
5 requirements. By requiring Contractors to complete the certification in Attachment VII, the County seeks
6 to ensure that all County contractors which receive or raise charitable contributions comply with California
7 law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable
8 contributions without complying with its obligations under California law commits a material breach
9 subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter
10 2.202)."

11 59. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS:
12 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's
13 performance hereunder or by any provision of this Agreement during this or any of COUNTY's future fiscal
14 years unless and until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's
15 Budget for each such fiscal year. Should COUNTY, during this or any subsequent fiscal year impose
16 budgetary restrictions which appropriate less than the amount provided for this Agreement, COUNTY shall
17 reduce services under this Agreement consistent with such imposed budgetary reductions. In the event
18 funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last
19 fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such changes in
20 allocation of funds at the earliest possible date.

21 60. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with
22 all applicable Federal, State, and County policies and procedures relating to performance standards and
23 outcome measures. This is applicable whenever specific Federal or State funding, which has policies or
24 procedures for performance standards and/or outcome measures has been included as part of the
25 Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins
26 approved by the Director or his designee for performance standards and/or outcome measures. County
27 will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g.,

1 AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

2 These Federal, State or County performance standards and/or outcome measures will be used as
3 part of the determination of the effectiveness of the services delivered by the Contractor.

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

10 To Contractor: _____
11 _____
12 _____

13 Attention: _____

14
15 To County : Department of Mental Health
16 Contracts Development and Administration Division
17 550 South Vermont Ave., 5th Floor
18 Los Angeles, CA 90020

19 Attention: Chief of Contracts

20 /
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27 /

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

5
6
7 COUNTY OF LOS ANGELES

8
9
10 By _____
11 MARVIN J.SOUTHARD, D.S.W.
12 Director of Mental Health

13
14
15 _____
16 CONTRACTOR

17
18
19 By _____
20 Name _____
21 Title _____
22 (AFFIX CORPORATE SEAL HERE)

23
24
25
26
27 APPROVED AS TO FORM
28 OFFICE OF THE COUNTY COUNSEL

29
30
31 APPROVED AS TO CONTRACT
32 ADMINISTRATION:

33 DEPARTMENT OF MENTAL HEALTH

34
35
36 By _____
37 Chief, Contracts Development and
38 Administration Division

39 Agreement:Acute.Inp Revised 05/22/07

1 PSYCHIATRIC INPATIENT HOSPITAL SERVICES

2 (MODE OF SERVICE 05)

3
4 1. GENERAL: Psychiatric Inpatient Hospital Services include Acute Psychiatric Inpatient Hospital
5 Services and Administrative Day Services. Each Contractor facility that renders Psychiatric Inpatient
6 Hospital Services shall: (1) be either a licensed acute psychiatric hospital or a distinct acute psychiatric
7 part of a licensed general acute care hospital, (2) be secure, (3) meet all CCR Titles 9 and 22 staffing
8 standards for inpatient services, (4) provide a twenty-four hour psychiatric treatment program and (5) be
9 designated by County as a facility to hold patients under WIC Section 5150.

10 Psychiatric Inpatient Hospital Services shall not include any services related to alcohol or drugs
11 and these services shall not be reimbursable under this Agreement, except where the services related to
12 alcohol or drugs are incidental to a primary diagnosis of mental illness. Where alcohol and drugs, and
13 mental illness, are dually diagnosed, Psychiatric Inpatient Hospital Services may be reimbursed under
14 this Agreement only if the primary diagnosis is mental illness.

15 Notwithstanding any other provision of this Agreement, except as specifically approved in writing
16 by Director, Contractor shall assure that at no time: (1) shall any child or
17 adolescent under the age of 18 years receive any Psychiatric Inpatient Hospital Services in a ward or unit
18 designated for adults receiving Psychiatric Inpatient Hospital Services and (2) shall any adult receive any
19 Psychiatric Inpatient Hospital Services in a ward or unit designated for children or adolescents under the
20 age of 18 years receiving Psychiatric Inpatient Hospital Services.

21 2. SERVICE LOCATION(S):

22 Except as authorized by County pursuant to Paragraph 25 (SUBCONTRACTING), Contractor
23 shall provide all Psychiatric Inpatient Hospital Services under this Agreement only at the following
24 Contractor facility(ies):_____. Contractor shall obtain the prior written consent of
25 Director at least seventy days before terminating services at any such location(s) and/or before
26 commencing such services at any other location(s).

27 /

28 /

1 3. PERSONS TO BE SERVED:

2 Contractor shall provide Acute Psychiatric Inpatient Hospital Services to those Non-Medi-Cal
3 clients: (1) who are in need of Acute Psychiatric Inpatient Hospital Services, (2) who have the
4 characteristics described in Contract Package and any addenda thereto, as approved in writing by
5 Director, (3) for whom County is responsible for determining eligibility accordance with CCR Title 22, and
6 (4) who are referred to Contractor and are admitted with the consent of Director.

7 The duration of any Client's Acute Psychiatric Inpatient Hospital Services hereunder shall not
8 exceed the lesser of: (1) those days necessary to ensure that the Client is not a danger to self or others
9 or gravely disabled due to a mental disability or (2) those days authorized by Director.

10 4. EMERGENCY MEDICAL TREATMENT: Beneficiaries who are provided services hereunder and
11 who require emergency medical care for physical illness or accident shall be transported to an
12 appropriate medical facility. The cost of such transportation as well as the cost of any emergency
13 medical care shall not be a charge to, nor reimbursable under, this Agreement. Contractor shall establish
14 and post written procedures describing appropriate action to be taken in the event of a medical
15 emergency. Contractor shall also post and maintain a disaster and mass casualty plan of action in
16 accordance with CCR Title 22, Section 80023. Such plan and procedures shall be submitted to DMH's
17 Contracts Development and Administration Division at least ten days prior to the commencement of
18 services under this Agreement.

19 5. NOTICE OF ACTION AND STATE FAIR HEARING PROCESS: Pursuant to the Medi-Cal
20 Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by SDMH,
21 Contractor shall give a Beneficiary a written notice of action whenever reimbursement for a planned
22 admission is denied or whenever continued stay services are reduced or terminated by County (mental
23 health plan) while the Beneficiary remains in Contractor's facility(ies). The procedures and requirements
24 for State's fair hearing process shall be the same as CCR Title 22, Section 51014.1 and shall be in
25 accordance with DMH's Quality Management Plan.

26 6. NOTIFICATION OF DEATH: Contractor shall immediately notify Director upon becoming aware
27 of the death of any Beneficiary provided services hereunder. Notice shall be made by Contractor
28 immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall

1 include the name of the deceased, the deceased's IS identification number, the date of death, a summary
2 of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the
3 circumstances.

4 7. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR,
5 Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH
6 quality improvement policies and procedures, to establish and maintain a complete and integrated quality
7 improvement system. In conformance with these provisions, Contractor shall establish: (1) a utilization
8 review process; (2) an interdisciplinary peer review of the quality of Beneficiary care; and (3) monitoring of
9 medication regimens of Beneficiaries. Medication monitoring shall be conducted in accordance with
10 County policy. A copy of Contractor's quality improvement system plan shall be available to DMH's
11 Quality and Outcome Bureau for review and written approval prior to Contractor's submission of any
12 claims for services hereunder.

13 8. BENEFICIARY EVALUATION OF CONTRACTOR'S SERVICES: Contractor shall provide a
14 written questionnaire to certain Beneficiaries at the time of admission in accordance with DMH policies
15 and procedures. The questionnaire shall be approved by SDHS and offer the Beneficiary the opportunity
16 to evaluate the care given. The questionnaire shall be collected at the time of discharge and maintained
17 in Contractor's file for at least four years and shall be made available to authorized agents of County,
18 State and/or Federal governments.

19 9. PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES:
20 Contractor shall provide Acute Psychiatric Inpatient Hospital Services to Beneficiaries in accordance with
21 Contract Package and any addenda thereto, as approved in writing by the Director, for the term of this
22 Agreement.

23 Acute Psychiatric Inpatient Hospital Services consist of twenty-four hour intensive service in a
24 facility, which is a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed
25 general acute care hospital, that provides psychiatric treatment with the specific intent to ameliorate the
26 symptoms of danger to self, others, or the inability to provide for food, clothing and shelter due to a
27 mental disability as determined by qualified mental health professional staff of the facility. Twenty-four
28 hour psychiatric care may be necessary to relieve recent and serious dysfunction in social, occupational

1 or family relations where a less secure environment may lead to a deterioration in dysfunction and in turn
2 lead to symptoms of danger to self, others, or grave disability due to a mental disability as determined by
3 qualified mental health professional staff of the facility. Grave disability is defined as the inability to
4 provide for food, clothing, shelter or access to other resources without which the Beneficiary is in grave
5 danger to self.

6 Acute Psychiatric Inpatient Hospital Services shall include, but are not limited to:

- 7 A. Admission services twenty-four hours a day, seven days a week;
- 8 B. Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot
9 and cold water, toiletries, and a change of laundered bedding;
- 10 C. Three balanced and complete meals each day;
- 11 D. Twenty-four hour supervision of all Beneficiaries by properly trained personnel. Such
12 supervision shall include, but is not limited to, personal assistance in such matters as
13 eating, personal hygiene, dressing and undressing, and taking of prescribed medications;
- 14 E. Physical examination and medical history within twenty-four hours of admission;
- 15 F. Laboratory services when medically indicated;
- 16 G. X-Rays;
- 17 H. Electrocardiograms (EKG) and electroencephalograms (EEG);
- 18 I. Medication supervision and/or maintenance program;
- 19 J. Support to psychiatric treatment services, including, but not limited to, daily patient
20 review;
- 21 K. Support to psychological services;
- 22 L. Social work services;
- 23 M. Nursing services;
- 24 N. Recreational therapy services;
- 25 O. Occupational therapy services;
- 26 P. Electroconvulsive therapy services when appropriate in accordance with WIC Section
27 5326.7 et seq.;
- 28 Q. Recommendation for further treatment, conservatorship, or referral to other existing

- 1 programs, as appropriate (i.e., day care, outpatient, etc.), relative to Beneficiary needs;
- 2 R. Prior to discharge of any Beneficiary, preparation and transmittal of a written aftercare
- 3 plan in accordance with California Health and Safety Code Section 1284 and WIC
- 4 Section 5622. Each aftercare plan shall be submitted to Director at the time of discharge
- 5 of the Beneficiary; and
- 6 S. Maintain daily attendance log for each day of service provided hereunder.

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21 Acute Intensive Service Exhibit

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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.

SUBCONTRACT(S)

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.

Contractor shall remain responsible for any and all performance required of it under this Agreement.

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.

This list in no way limits the terms and conditions as set forth in Paragraph 25 (SUBCONTRACTING) of the Agreement.

NOTE: Contractor must have prior written approval from County in order to enter a particular subcontract and all requests must be in writing.

SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any subcontract between my employer, _____, and any person or entity which has a prime contract with the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

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

ATTACHMENT V

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)
Grandlatch 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

Edon Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está 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 your agreement with the County of Los Angeles Department of Mental Health under Paragraph (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 _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

1 CONTRACTOR:
2
3

4 _____
5 _____

_____ Contract Number

_____ Reference Number

6 Business Address:
7
8
9

10 _____
11 _____

12 Supervisory District _____
13
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16 ADVOCACY SERVICES AGREEMENT

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48
49
50 Mental Health Service Area(s) All _____ Countywide X

51 K: S U X

52 PO: A X C X F H M

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FISCAL YEAR(S)

1) FY 2007-2008 2) FY 2008-2009 3) FY 2009-2010

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- A DESCRIPTION OF SERVICES
- B BUDGET
- C CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
- D OATH OF CONFIDENTIALITY
- E CONSENT FOR RELEASE OF INFORMATION OR RECORDS UNDER
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- G SAFELY SURRENDERED BAY LAW FACT SHEET (In English and Spanish)
- H CROSSWALK FACT SHEET
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ADVOCACY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the County of Los Angeles (hereafter "County"), and _____ (hereafter "Contractor")

Business Address:

WHEREAS, County has determined that it is necessary to obtain professional services to provide advocacy services to adults and children with mental disabilities described in this Agreement; and

WHEREAS, Contractor, by virtue of its competence and expertise in the area of advocacy services, qualifies to provide these professional services; and

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

WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

- A. "Day(s)" means calendar day(s) unless otherwise specified;
- B. "Director" means County's Director of Mental Health or an authorized designee;
- C. "DMH" means County's Department of Mental Health;
- D. "State" means the State of California;

WHEREAS, this Agreement is authorized by California Government Code Sections 23004, 26227, and 53703, and otherwise.

NOW, THEREFORE, Contractor and County agree as follows:

/

/

/

1 **PREAMBLE**

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

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

- 12
- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

13

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

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

- 23
- 24 • Good Health;
 - 25 • Economic Well-Being;
 - 26 • Safety and Survival;
 - 27 • Emotional and Social Well-Being; and
 - Education and Workforce Readiness.

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

- 33
- ✓ Families are treated with respect in every encounter they have with the health, educational, and

- 1 social services systems.
- 2 ✓ Families can easily access a broad range of services to address their needs, build on their
3 strengths, and achieve their goals.
- 4 ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- 5 ✓ Families receive services tailored to their unique situations and needs.
- 6 ✓ Service providers and advocates involve families in the process of determining service plans,
7 and proactively provide families with coordinated and comprehensive information, services,
8 and resources.
- 9 ✓ The County service system is flexible, able to respond to service demands for both the
10 Countywide population and specific population groups.
- 11 ✓ The County service system acts to strengthen communities, recognizing that just as individuals
12 live in families, families live in communities.
- 13 ✓ In supporting families and communities, County agencies work seamlessly with public and
14 private service providers, community-based organizations, and other community partners.
- 15 ✓ County agencies and their partners work together seamlessly to demonstrate substantial
16 progress towards making the system more strength-based, family-focused, culturally-
17 competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and
18 accountable.
- 19 ✓ County agencies and their partners focus on administrative and operational enhancements to
20 optimize the sharing of information, resources, and best practices while also protecting the
21 privacy rights of families.
- 22 ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service
23 plan, staff development opportunities, infrastructure enhancements, customer service and
24 satisfaction evaluation, and revenue maximization.
- 25 ✓ County agencies and their partners create incentives to reinforce the direction toward service
26 integration and a seamless service delivery system.
- 27 ✓ The County human service system embraces a commitment to the disciplined pursuit of
28 results accountability across systems. Specifically, any strategy designed to improve the
29 County human services system for children and families should ultimately be judged by
30 whether it helps achieve the County’s five outcomes for children and families: good health,
31 economic well-being, safety and survival, emotional and social well-being, and education and
32 workforce readiness.
- 33 The County, its clients, contracting partners, and the community will continue to work together to

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

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

11 Personal Service Delivery

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

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

19 Service Access

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

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

26 Service Environment

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

- 29 • Ensure a safe environment
- 30 • Ensure a professional atmosphere
- 31 • Display vision, mission, and values statements
- 32 • Provide a clean and comfortable waiting area
- 33 • Ensure privacy
- 34 • Post complaint and appeals procedures

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

1 1. TERM: The term of this Agreement shall commence on July 1, 200_ and shall continue through
2 June 30, 200_.

3 This Agreement may be suspended or terminated at any time by Contractor by giving at least
4 ninety days' prior written notice to County or by County giving at least thirty days' prior written notice to
5 Contractor.

6 Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers,
7 agents, or employees to comply with any of the terms of this Agreement shall constitute a material breach
8 hereof, and this Agreement may be terminated by County immediately. County's failure to exercise this
9 right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent
10 time.

11 Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement
12 is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses
13 which are set forth in Paragraph 58 (NOTICES).

14 2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of
15 County. Contractor shall designate in writing a person who shall have authority to administer this
16 Agreement on behalf of Contractor.

17 3. DESCRIPTION OF SERVICES: Contractor shall provide advocacy services to County as
18 described in the body of this Agreement and in the Exhibits.

19 4. REIMBURSEMENT:

20 A. Maximum Contract Amount: During the term of this Agreement from the commencement
21 date through June 30, 2007, the Maximum Contract Amount for all services and allowable costs
22 hereunder shall not exceed FOUR HUNDRED FOUR THOUSAND NINE HUNDRED (\$404,900) per year.

23 Reimbursement shall be subject to all the requirements, limitations and restrictions as set forth in this
24 Agreement. Contractor's use of such funds shall be limited to payment of personnel, administrative costs,
25 and other items as set forth in Exhibit B – Budget. In no event shall County pay Contractor more than this
26 Maximum Contract Amount for Contractor's performance hereunder.

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

8 Suspension of Payments: Payments to Contractor under this Agreement shall be suspended if
9 Director, for good cause, determines that Contractor is in default under any of the provisions of this
10 Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days
11 notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such
12 suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the Director's
13 decision. Payments shall not be withheld pending the results of the reconsideration process.

14 Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year,
15 a County Budget which provides for reductions in County contracts, the County reserves the right to
16 reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal
17 year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the
18 services to be provided by the Contractor under this Agreement shall also be reduced correspondingly.
19 The County's notice to the Contractor regarding said reduction in payment obligation shall be provided
20 within thirty (30) calendar days of the Board's approval of such action. Except as set forth in the preceding
21 sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

22 6. RECORDS AND AUDITS:

23 A. Contractor shall maintain accurate and complete financial records of its operations as
24 they relate to the services provided under this Agreement in accordance with generally accepted
25 accounting principles. Contractor shall also maintain accurate and complete records of all services
26 provided by all professional and other personnel and other records of all services provided hereunder in

1 sufficient detail to permit an evaluation and audit of the services provided under this Agreement. All such
2 records shall be maintained by Contractor at a location in Los Angeles County during the term of this
3 Agreement and for five years thereafter. During such retention period, all such records shall be made
4 available during County's normal business hours to representatives of County, State and/or Federal
5 governments for purposes of inspection, program review, and/or audit. In the event any records are
6 located outside Los Angeles County, then Contractor shall pay County for all travel, per diem, and other
7 costs incurred by County for any inspection or audit at such other location.

8 B. In the event that any audit of any or all aspects of this Agreement is conducted of
9 Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or
10 otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and
11 Administration Division within thirty days of Contractor's receipt thereof, unless otherwise provided by
12 applicable Federal or State law or under this Agreement.

13 C. Failure on the part of Contractor to comply with any of the terms of this Paragraph 6 shall
14 constitute a material breach of this Agreement upon which County may terminate or suspend this
15 Agreement.

16 7. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time
17 after the expiration or termination of this Agreement, authorized representatives of County conduct an
18 audit of Contractor regarding the services provided hereunder and if such audit finds that County's dollar
19 liability for such services is less than payments made by County to Contractor, then, the difference shall
20 be: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at the sole discretion of
21 Director, deducted from any amounts due by County to Contractor, whether under this Agreement or
22 otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than
23 payments made by County to Contractor, then the difference shall be paid to Contractor by County by
24 cash payment, provided that in no event shall County's Maximum Contract Amount, as set forth in
25 Paragraph 4 (REIMBURSEMENT), be exceeded.

26 /

1 8. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social
2 Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a
3 period of four years following the furnishing of services under this Agreement, Contractor shall maintain
4 and make available, upon written request, to the Secretary of the United States Department of Health and
5 Human Services or the Controller General of the United States, or to any of their duly authorized
6 representatives, the contracts, books, documents and records of Contractor which are necessary to verify
7 the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the
8 services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS
9 (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under
10 Federal law), Contractor agrees that each such subcontract shall provide for such access to the
11 subcontract, books, documents and records of the subcontractor.

12 9. REPORTS:

13 A. Contractor shall make reports as required by Director or State regarding Contractor's
14 activities and operation as they relate to Contractor's performance of this Agreement. In no event may
15 County require such reports unless it has provided Contractor with at least thirty days' prior written
16 notification. County shall provide Contractor with a written explanation of the procedures for reporting the
17 required information.

18 B. Income Tax Withholding:

19 (1) If Contractor has not had a DMH contract in effect for at least the last three
20 consecutive years, Contractor shall submit to DMH's Contracts Development and Administration Division
21 the following reports showing timely payment of employees' Federal and State income tax withholding.
22 Further, Contractor shall provide these reports to DMH whenever requested by Director. These reports
23 shall include, but are not limited to:

24 (a) Within ten days of filing with the Federal or State government, a copy of
25 Contractor's Federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or
26 State Form DE-3 or their equivalents).

1 (b) Within ten days of each payment, a copy of a receipt for, or other proof of
2 payment of, each employee's Federal and State income tax withholding, whether such payments are
3 made on a monthly or quarterly basis.

4 (2) Required submission of above quarterly and monthly reports by Contractor may
5 be waived or discontinued by Director in writing based on Contractor's demonstration of prompt and
6 appropriate payment of all its obligations. This Subparagraph B shall not apply to governmental agencies.

7 10. NOTICE OF DELAYS: Whenever County or Contractor has knowledge that any actual or
8 potential situation is delaying or threatens to delay the timely performance of this Agreement, such party
9 shall, within three business days, give notice thereof, including all relevant information with respect
10 thereto, to the other party.

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

20 12. NONDISCRIMINATION IN EMPLOYMENT:

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

25 B. Contractor shall take affirmative action to ensure that qualified applicants are employed,
26 and that employees are treated during employment, without regard to race, religion, national origin,

1 ancestry, sex, age, marital status, physical handicap, or political affiliation. Such action shall include, but
2 is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment
3 advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training,
4 including apprenticeship.

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

8 D. Contractor shall allow County representatives access to its employment records during
9 regular business hours to verify compliance with the provisions of this Paragraph 12 when so requested by
10 Director.

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

18 F. In the event that Contractor violates any of the anti-discrimination provisions of this
19 Paragraph 12, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500)
20 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending
21 this Agreement.

22 13. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal
23 Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees,
24 and agents, from any and all liability, including, but not limited to, wages, overtime pay, liquidated
25 damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but
26 not limited to, the Federal Fair Labor Standards Act, for services performed by Contractor's employees for

1 which County may be found jointly or solely liable.

2 14. INDEMNIFICATION AND INSURANCE:

3 14.1 Indemnification: Consultant shall indemnify, defend, and hold harmless County and its
4 Special Districts, elected and appointed officers, employees, and agents from and against any and
5 all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including
6 attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions
7 arising from and/or relating to this Agreement.

8 14.2 General Insurance Requirements: Without limiting Consultant's indemnification of County
9 and during the term of this Agreement, Consultant shall provide and maintain, and shall require all of
10 its SubConsultants to maintain, the following programs of insurance specified in this Agreement.
11 Such insurance shall be primary to and not contributing with any other insurance or self-insurance
12 programs maintained by County, and such coverage shall be provided and maintained at
13 Consultant's own expense.

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

- 18 (a) Specifically identify this Agreement
- 19 (b) Clearly evidence all coverage's required in this Agreement.
- 20 (c) Contain the express condition that County is to be given written notice by
21 mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of
22 insurance.
- 23 (d) Include copies of the additional insured endorsement to the commercial
24 general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers
25 and employees as insured for all activities arising from this Agreement.
- 26 (e) Identify any deductibles or self-insured retentions for County's approval.

1 The County retains the right to require Consultant to reduce or eliminate such deductibles or self-
2 insured retentions as they apply to County, or, require Consultant to provide a bond guaranteeing
3 payment of all such retained losses and related costs, including, but not limited to, expenses or fees,
4 or both, related to investigations, claims administrations, and legal defense. Such bond shall be
5 executed by a corporate surety licensed to transact business in the State of California.

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

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

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

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

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

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

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

1 Agreement.

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

6 6) Insurance Coverage Requirements for SubConsultants: Consultant shall ensure
7 any and all sub-Consultants performing services under this Agreement meet the insurance
8 requirements of this Agreement by either:

9 (a) Consultant providing evidence of insurance covering the activities of sub-
10 Consultants, or

11 (b) Consultant providing evidence submitted by sub-Consultants evidencing
12 that sub-Consultants maintain the required insurance coverage. County retains the right to obtain
13 copies of evidence of sub-Consultant insurance coverage at any time.

14 14.3 Insurance Coverage Requirements:

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

17 General Aggregate: Two Million Dollars (\$2,000,000)

18 Products/Completed

19 Operations Aggregate: One Million Dollars (\$1,000,000)

20 Personal and Advertising Injury: One Million Dollars (\$1,000,000)

21 Each Occurrence: One Million Dollars (\$1,000,000)

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

26 3) Workers Compensation and Employers' Liability: Insurance providing workers

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

| | | | |
|---|--------------------------|---------------------|---------------|
| 7 | Each Accident: | One Million Dollars | (\$1,000,000) |
| 8 | Disease – policy limit: | One Million Dollars | (\$1,000,000) |
| 9 | Disease – each employee: | One Million Dollars | (\$1,000,000) |

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

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

22 16. CONFLICT OF INTEREST:

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

1 benefit from the provision of services hereunder shall in any way participate in County's approval, or
2 ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or
3 ongoing evaluation of such services.

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

10 17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in
11 writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division
12 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act
13 provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and
14 affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its
15 employees. Contractor shall utilize the attorney referral service of all those bar associations within the
16 County of Los Angeles that have such a service.

17 18. INDEPENDENT STATUS OF CONTRACTOR:

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

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

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

6 D. Contractor shall obtain and maintain on file an executed Contractor Employee
7 Acknowledgment of Employer (Exhibit B) for each of its employees performing services under this
8 Agreement. Such Acknowledgments shall be executed by each such employee on or immediately after
9 the commencement date of this Agreement but in no event later than the date such employee first
10 performs services under this Agreement.

11 19. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

19 B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell,
20 exchange, assign, or divest themselves of any interest they may have therein. However, in the event any
21 such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority
22 control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority
23 controlling interest therein at the time of execution of this Agreement, such disposition is an assignment
24 requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

25 C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties,
26 responsibilities, obligations, or performance of same by any entity other than the Contractor, whether

1 through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without
2 consideration for any reason whatsoever without County's express prior written approval, shall be a
3 material breach of this Agreement which may result in the termination of this Agreement. In the event of
4 such termination, County shall be entitled to pursue the same remedies against Contractor as it could
5 pursue in the event of default by Contractor.

6 20. SUBCONTRACTING:

7 A. No performance of this Agreement or any portion thereof may be subcontracted by
8 Consultant without the prior written consent of County, as provided in this Paragraph 15.0. Any attempt by
9 Consultant to subcontract any performance, obligation, or responsibility under this Agreement, without the
10 prior written consent of County, shall be null and void and shall constitute a material breach of this
11 Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by
12 Consultant, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of
13 this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a
14 third party beneficiary of this Agreement.

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

- 18 (1) The reasons for the particular subcontract.
- 19 (2) A detailed description of the services to be provided by the subcontract.
- 20 (3) Identification of the proposed subcontract and an explanation of why and how the
21 proposed SubConsultant was selected, including the degree of competition involved.
- 22 (4) A description of the proposed subcontract amount and manner of compensation,
23 together with Consultant's cost or analysis thereof.
- 24 (5) A copy of the proposed subcontract which shall contain the following provision:

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

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

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

9 The Consultant will also be subject to the examination and audit of the State Auditor General
10 for a period of three (3) years after final payment under contract (Government Code, Section
11 8546.7).

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

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

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

20 E. Notwithstanding any County consent to any subcontracting, Consultant shall remain fully
21 liable and responsible for any and all performance required of it under this Agreement, and no subcontract
22 shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to
23 limit in any way Consultant's performance, obligations, or responsibilities, to County, nor shall such approval
24 limit in any way Consultant's performance, obligations, or responsibilities, to County, nor shall such approval
25 limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County
26 approval of any subcontract shall not be construed in any way to constitute the determination of the allow

1 ability or appropriateness of any cost or payment under this Agreement.

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

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

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

19 I. In the event that County consents to any subcontracting, such consent shall apply to each
20 particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 16.0 or a
21 blanket consent to any further subcontracting.

22 J. In the event that County consents to any subcontracting, Consultant shall be solely Liable
23 and responsible for any and all payments and/or other compensation to all SubConsultants and their officers,
24 employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or
25 other compensation for any SubConsultants or their officers, employees, and agents.

26 K. Consultant shall deliver to the Chief of DMH's Contracts Development and Administration

1 Division a fully executed copy of each subcontract entered into by Consultant pursuant to this Paragraph
2 16.0, on or immediately after the effective date of the subcontract but in no event later than the date any
3 services are performed under the subcontract.

4 L. In the event that County consents to any subcontracting, Consultant shall obtain and
5 maintain on file an executed SubConsultant Employee Acknowledgement or Employer, in the form as
6 contained in the Agreement, for each SubConsultant's employees performing services under the
7 subcontract. Such acknowledgements shall be delivered to the Chief of DMH's Contract Development and
8 Administration Division on or immediately after the commencement date of the particular subcontract but in
9 no event later than the date such employee first performs any services under the subcontract.

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

12 N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph
13 16.0, including, but not limited to, consenting to any subcontracting.

14 21. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and
15 construed in accordance with, the laws of the State of California. Contractor agrees and consents to the
16 exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and
17 further agrees and consents that venue of any action brought hereunder shall be exclusively in the County
18 of Los Angeles, California.

19 22. COMPLIANCE WITH APPLICABLE LAW:

20 A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules,
21 regulations, manuals, guidelines, and directives applicable to its performance hereunder. Further, all
22 provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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

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

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

12 24. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

13 A. Contractor shall obtain and maintain in effect during the term of this Agreement, all
14 licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as
15 a Short-Doyle/Medi-Cal provider if Short-Doyle/Medi-Cal services are provided hereunder, as required by
16 all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives,
17 which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall
18 further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain
19 and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations,
20 and certificates which are applicable to their performance hereunder. A copy of each such license, permit,
21 registration, accreditation, and certificate (including, but not limited to, certification as a
22 Short-Doyle/Medi-Cal provider if Short-Doyle/Medi-Cal services are provided hereunder) as required by all
23 applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and
24 directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

25 B. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep
26 fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures

1 for maintaining Medi-Cal certification of all its facilities.

2 25. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE: Contractor
3 shall prepare and submit to DMH's Contracts Development and Administration Division, an affidavit sworn
4 to and executed by an authorized officer of Contractor, containing the following:

5 (1) A statement indicating the form of Contractor's business organization (i.e., proprietorship,
6 partnership, corporation, joint venture, or a combination thereof) and whether Contractor is for profit or
7 non-profit.

8 (2) A detailed statement indicating whether Contractor is totally or substantially owned by any
9 other business organization(s), and if so, the name and address of each such business organization.

10 (3) A detailed statement indicating whether Contractor totally or partially owns any other
11 business organization(s) that will be providing services, supplies, materials or equipment to Contractor or
12 in any manner does business with Contractor under this Agreement, and if so, the name and address of
13 each such business organization and the specific nature of its business with Contractor.

14 (4) If, during the term of this Agreement, the form of Contractor's business organization
15 changes, or the majority ownership of Contractor changes, or Contractor's ownership of other businesses
16 dealing with Contractor under this Agreement changes, Contractor shall notify DMH's Contracts
17 Development and Administration Division in writing detailing such changes thirty days prior to any such
18 changes.

19 26. TERMINATION FOR INSOLVENCY:

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

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

26 (2) The filing of a voluntary or involuntary petition regarding Contractor under the

1 Federal Bankruptcy Code.

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

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

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

6 27. TERMINATION FOR DEFAULT:

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

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

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

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

21 C. The rights and remedies of County provided in this Paragraph 27 shall not be exclusive
22 and are in addition to any other rights and remedies provided by law or under this Agreement.

23 28. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to
24 Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found
25 that consideration, in any form, was offered or given by Contractor, either directly or through an
26 intermediary, to any County officer, employee or agent with the intent of securing the Agreement or

1 securing favorable treatment with respect to the award, amendment or extension of the Agreement or the
2 making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In
3 the event of such termination, County shall be entitled to pursue the same remedies against Contractor as
4 it could pursue in the event of default by the Contractor.

5 Contractor shall immediately report any attempt by a County officer or employee to solicit such
6 improper consideration. The report shall be made either to the County manager charged with the
7 supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-
8 0914 or (800) 544-6861.

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

11 29. TERMINATION FOR CONVENIENCE:

12 The performance of services under this Agreement may be terminated in whole or in part from
13 time to time when such action is deemed by County to be in its best interest. Termination of services
14 hereunder shall be effected by delivery to Consultant of a thirty (30) day advance Notice of Termination
15 specifying the date upon which such termination becomes effective.

16 After receipt of a Notice of Termination and except as otherwise directed by County, Consultant
17 shall stop services under this Agreement on this date specified in such Notice of Termination.

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

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

24 32. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this
25 Agreement, or the Exhibit(s) or Budget(s) hereto, whether by written or oral understanding of the parties,
26 their officers, employees or agents, shall be valid and effective unless made in the form of a written

1 amendment to this Agreement which is formally approved and executed by the parties.

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

7 33. ENTIRE AGREEMENT: The body of this Agreement and Exhibits A through E, attached hereto
8 and incorporated herein by reference, shall constitute the complete and exclusive statement of
9 understanding between the parties which supersedes all previous agreements, written or oral, and all
10 other communications between the parties relating to the subject matter of this Agreement. In the event of
11 any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or
12 the contents or description of any service or other work, or otherwise, between the body of this Agreement
13 and the other referenced documents, or between such other documents, such conflict or inconsistency
14 shall be resolved by giving precedence first to the body of this Agreement and then to such other
15 documents according to the following priority:

- 16 1. Exhibit A - DESCRIPTION OF SERVICES.
- 17 2. Exhibit B – BUDGET.
- 18 3. Exhibit C - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER.
- 19 4. Exhibit D - OATH OF CONFIDENTIALITY.
- 20 5. Exhibit E - CONSENT FOR RELEASE OF INFORMATION OR RECORDS UNDER
21 LANTERMAN-PETRIS-SHORT ACT.
- 22 6. Exhibit F – ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS.
- 23 7. Exhibit G – SAFELY SURRENDERED BABY LAW FACT SHEET (In English and
24 Spanish)
- 25 8. Exhibit H – CROSSWALK FACT SHEET.
- 26 9. Exhibit I – CHARITABLE CONTRIBUTION CERTIFICATION.

1 34. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a
2 waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to
3 time, any provision of this Agreement shall not be construed as a waiver thereof.

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

15 36. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature
16 distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature
17 of its advocacy services, Contractor shall clearly indicate that the services which it provides under this
18 Agreement are funded by the County of Los Angeles.

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

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

1 under this Agreement also fully complies with all such certification and disclosure requirements.

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

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

16 41. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that
17 all locations where services are provided under this Agreement are operated at all times in accordance
18 with all County community standards with regard to property maintenance and repair, graffiti abatement,
19 refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances,
20 and regulations relating to the property. County's periodic monitoring visits to Contractors' facility(ies) shall
21 include a review of compliance with this Paragraph 41.

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

1 list during the term of this Agreement.

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

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

15 45. CHILD SUPPORT COMPLIANCE PROGRAM:

16 A. Consultant's Warranty of Adherence to County's Child Support Compliance Program:

17 (1) Consultant acknowledges that County has established a goal of ensuring
18 that all individuals who benefit financially from County through contract are in compliance with their court-
19 ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise
20 imposed upon County and its taxpayers.

21 (2) As required by County's Child Support Compliance Program (County Code Chapter
22 2.200) and without limiting Consultant's duty under this contract to comply with all applicable provisions of
23 law, Consultant warrants that it is now in compliance and shall during the term of this contract maintain in
24 compliance with employment and wage reporting requirements as required by the Federal Social Security Act
25 (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement
26 all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings

1 Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
2 Family Code Section 5246(b).

3 B. Termination For Breach Of Warranty To Maintain Compliance With County's Child Support
4 Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth under
5 this Paragraph 45A Consultant's Warranty of Adherence to County's Child Support Compliance Program)
6 shall constitute default under this contract. Without limiting the rights and remedies available to County under
7 any other provision of this contract, failure of Consultant to cure such default within 90 calendar days of
8 written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 27
9 (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code Chapter
10 2.202.

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

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

18 48. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

22 B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County
23 Code, if the County acquires information concerning the performance of the Contractor on this or other
24 Agreements which indicates that the Contractor is not responsible, the County may, in addition to other
25 remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being
26 awarded, and/or performing work on County Agreements for a specified period of time, which generally

1 will not exceed five years but may exceed five years or be permanent if warranted by the circumstances,
2 and terminate any or all existing Agreements the Contractor may have with the County.

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

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

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

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

24 G. If a Contractor has been debarred for a period longer than five years, that Contractor may,
25 after the debarment has been in effect for at least five years, submit a written request for review of the
26 debarment determination to reduce the period of debarment or terminate the debarment. The County

1 may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the
2 Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for
3 which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material
4 evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of
5 the County.

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

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

20 I. These terms shall also apply to subcontractors of County Contractors.

21 49. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
22 VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The
23 Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-
24 awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are
25 suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this
26 Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other

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

9 50. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED
10 PROGRAM:

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

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

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

25 Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or
26 financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide

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

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

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

17 51. CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA: The parties
18 have executed an agreement whereby Contractor (also Business Associate) provides services to County
19 (also Covered Entity), and Contractor receives, has access to or creates Protected Health Information in
20 order to provide those services ("Services Agreement"). County is subject to the Administrative Simplification
21 requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated
22 thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of
23 Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require County to
24 enter into a contract with Contractor in order to mandate certain protections for the privacy and security of
25 Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health
26 Information by Contractor if such a contract is not in place.

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 Contractor's internal operations or to other than its employees.

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

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

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

1.5 "Services" has the same meaning as in the Services Agreement.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing,

1 employment, application, utilization, examination or analysis of such Information within
2 Contractor's internal operations.

3 1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning
4 as those terms in the Privacy Regulations.

5 OBLIGATIONS OF CONTRACTOR

6 2.1 Permitted Uses and Disclosures of Protected Health Information. Contractor:

7 (a) shall Use and Disclose Protected Health Information as necessary to perform the
8 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;

9 (b) shall Disclose Protected Health Information to County upon request;

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

12 (i) Use Protected Health Information; and

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

15 It is understood and agreed between the parties that Contractor will disclose Protected Health
16 Information to the U.S. Social Security Administration and appropriate state and local agencies to
17 carry out the purposes of this Agreement.

18 Contractor shall not Use or Disclose Protected Health Information for any other purpose.

19 2.2 Adequate Safeguards for Protected Health Information. Contractor warrants that it shall
20 implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected
21 Health Information in any manner other than as permitted by this Agreement. Contractor agrees
22 to limit the Use and Disclosure of Protected Health Information to the minimum necessary in
23 accordance with the Privacy Regulation's minimum necessary standard.

24 2.3 Reporting Non-Permitted Use or Disclosure. Contractor shall report to County each Use
25 or Disclosure that is made by Contractor, its employees, representatives, agents or
26 subcontractors that is not specifically permitted by this Agreement. The initial report shall be

1 made by telephone call to [the Departmental Privacy Officer], telephone number (213) 738-4108
2 within forty-eight (48) hours from the time the Contractor becomes aware of the non-permitted
3 Use or Disclosure, followed by a full written report no later than ten (10) business days from the
4 date the Contractor becomes aware of the non-permitted Use or Disclosure to the Chief
5 Information Privacy Officer at:

6 Chief Information Privacy Officer
7 Kenneth Hahn Hall of Administration
8 500 West Temple ST.
9 Suite 493
10 Los Angeles, CA 90012
11

12 2.4 Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any
13 harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information
14 by Contractor in violation of the requirements of this Agreement.

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

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

29 2.7 Amendment of Protected Health Information. Contractor shall, to the extent County

1 determines that any Protected Health Information constitutes a "designated record set" as defined
2 by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are
3 requested by County. Contractor shall make such amendment within ten (10) business days after
4 receipt of request from County in order for County to meet the requirements under 45 C.F.R. §
5 164.526.

6 **2.8 Accounting of Disclosures.** Upon County's request, Contractor shall provide to County an
7 accounting of each Disclosure of Protected Health Information made by Contractor or its
8 employees, agents, representatives or subcontractors.

9 However, Contractor is not required to provide an accounting of Disclosures that are necessary to
10 perform the Services because such Disclosures are for either payment or health care operations
11 purposes, or both.

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

22 **OBLIGATION OF COUNTY**

23 **3.1 Obligation of County.** County shall notify Contractor of any current or future restrictions or
24 limitations on the use of Protected Health Information that would affect Contractor's performance
25 of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures
26 accordingly.

1 **TERM AND TERMINATION**

2 4.1 Term. The term of this Agreement shall be the same as the term of the Services
3 Agreement. Contractor's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4,
4 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

5 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set
6 forth in the Services Agreement, upon County's knowledge of a material breach by Contractor,
7 County shall either:

8 (a) Provide an opportunity for Contractor to cure the breach or end the violation and
9 terminate this Agreement if Contractor does not cure the breach or end the violation within the
10 time specified by County;

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

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

15 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

16 (a) Except as provided in paragraph (b) of this section, upon termination for any
17 reason or expiration of this Agreement and the Services Agreement, Contractor shall return or
18 destroy all Protected Health Information received from County, or created or received by
19 Contractor on behalf of County. This provision shall apply to Protected Health Information that is
20 in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of
21 the Protected Health Information.

22 (b) In the event that Contractor determines that returning or destroying the Protected
23 Health Information is infeasible, Contractor shall provide to County notification of the conditions
24 that make infeasible. If return or destruction is infeasible, Contractor shall extend the protections
25 of this Agreement to such Protected Health Information and limit further Uses and Disclosures of
26 such Protected Health Information to those purposes that make the return or destruction

1 infeasible, for so long as Contractor maintains such Protected Health Information. It is understood
2 by and between the parties that Contractor, since it acts in part for its clients in an attorney-client
3 capacity, intends to invoke this exception in order to retain records. County agrees that it may do
4 so, upon notification as set forth above, and compliance with the continuing obligations with
5 respect to Protected Health Information.

6 MISCELLANEOUS

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

10 5.2 Use of Subcontractors and Agents. Contractor shall require each of its agents and
11 subcontractors that receive Protected Health Information from Contractor, or create Protected
12 Health Information for Contractor, on behalf of County, to execute a written agreement obligating
13 the agent or subcontractor to comply with all the terms of this Agreement.

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

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

20 5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning
21 that permits County to comply with the Privacy Regulations.

22 5.6 Amendment. The parties agree to take such action as is necessary to amend this
23 Agreement from time to time as is necessary for County to comply with the requirements of the
24 Privacy Regulations.

25 5.7 Attorney-Client or Work Product Communications: To the extent any information or
26 communications involving Contractor and its clients are privileged and confidential under the

1 attorney-client or attorney work product privileges, County asserts no interest in such and agrees
2 they are without the scope of this agreement.

3 52. COMPLIANCE WITH JURY SERVICE PROGRAM:

4 A. Jury Service Program: This Agreement is subject to the provisions of the County's
5 ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections
6 2.203.010 through 2.203.090 of the Los Angeles County Code.

7 B. Written Employee Jury Service Policy:

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

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

1 Service Program shall be attached to the Agreement.

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

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

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

21 54. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY
22 SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require
23 each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered
24 Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to
25 voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the
26 Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this

1 poster in a prominent position in the subcontractor's place of business. The County's Department of Children
2 and Family Services will supply the Contractor with the poster to be used.

3 55. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and
4 Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions.
5 The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act
6 requirements. By requiring Contractors to complete the certification in Attachment I, the County seeks to
7 ensure that all County contractors which receive or raise charitable contributions comply with California
8 law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable
9 contributions without complying with its obligations under California law commits a material breach
10 subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter
11 2.202)

12 56. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS:
13 Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's
14 performance hereunder or by any provision of this Agreement during this or any of County's future fiscal
15 years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's
16 Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose
17 budgetary restrictions which appropriate less than the amount provided for in this Agreement, County shall
18 reduce services under this Agreement consistent with such imposed budgetary reductions. In the event
19 funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the
20 last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in
21 allocation of funds at the earliest possible date.

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

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

4 58. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with
5 all applicable Federal, State, and County policies and procedures relating to performance standards and
6 outcome measures. This is applicable whenever specific Federal or State funding, which has policies or
7 procedures for performance standards and/or outcome measures has been included as part of the
8 Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins
9 approved by the Director or his designee for performance standards and/or outcome measures. County
10 will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g.,
11 AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

12 These Federal, State or County performance standards and/or outcome measures will be used as
13 part of the determination of the effectiveness of the services delivered by the Contractor.

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

7

8 To Contractor: Mental Health Adovacy Services, Inc.

9 3255 Wilshire Boulevard, Suite 902

10 Los Angeles, CA 90010

11 Attention: James Preis, Executive Director

12

14 To County: Department of Mental Health

15 Contracts Development and Administration Division

16 550 South Vermont Ave.,5th Floor

17 Los Angeles, CA 90020

18 Attention: Richard Kushi, Chief

19 /

20 /

21 /

22 /

23 /

24 /

25 /

26 /

27 /

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

5
6 COUNTY OF LOS ANGELES

7
8
9 By _____
10 Marvin J. Southard, D.S.W.
11 Director of Mental Health

12
13
14
15 _____
16 Mental Health Advocacy Services, Inc.
17 CONTRACTOR

18
19
20 By _____

21
22 Name _____

23
24 Title _____
25 (AFFIX CORPORATE SEAL HERE)

26
27 APPROVED AS TO FORM
28 BY THE OFFICE OF THE COUNTY COUNSEL

29
30
31
32
33 APPROVED AS TO CONTRACT
34 ADMINISTRATION:

35 DEPARTMENT OF MENTAL HEALTH

36
37 By _____
38 Chief, Contracts Development
39 and Administration Division

40
41
42 MI:\C:\My documents\Contracts\Mental Health Advocacy \ Agreement

1 EXHIBIT A

2 ADVOCACY SERVICES AGREEMENT

3 (DESCRIPTION OF SERVICES)

4
5
6
7 I. ADULTS :

8
9 i) BACKGROUND

10 Supplemental Social Security Income (SSI) advocacy is the key to helping people
11 with mental disabilities stabilize. For people who cannot work due to a disability, SSI and
12 General Relief (GR) are the only sources of income available. Because GR payments
13 are not sufficient to pay for housing, SSI is needed to move these people off the streets
14 and through the continuum of care into permanent housing. Without SSI income, a
15 person may cycle through the network of emergency shelters and transitional housing
16 repeatedly but never obtain permanent housing. Medi-Cal coverage, which is
17 automatically provided to SSI recipients, is also crucial for this population, especially
18 people with mental disabilities. Through Medi-Cal, disabled individuals are able to access
19 essential health and mental health services. Without these services, many people with
20 mental disabilities are at high risk for failed placements in transitional housing and are
21 likely to require numerous hospitalizations and other costly acute treatment.
22 Unfortunately, applying for SSI is a long, difficult process, especially for people with
23 mental disabilities, and there are many possible complications which can lead to denial of
24 benefits. Experienced, knowledgeable advocates are needed to assist the mentally
25 disabled in obtaining SSI and to help them prevent disruption in their payments after they
26 have been approved.
27

28
29 Mental Health Advocacy Services, Inc. (MHAS) will assist severely and persistently
30 mentally ill adults referred by the Department of Mental Health (DMH) to apply for and
31 maintain the SSI/Medi-Cal benefits to which they are eligible. Individuals within this group
32 would be least likely to successfully apply for SSI without the intensive assistance of this
33 project.
34

35 This program is a continuation of MHAS' Homeless SSI Outreach Project, which
36 had been funded through the Los Angeles Homeless Services Authority with a HUD
37 Homeless Initiative grant since 1995. Since the DMH began referring clients to MHAS in
38 December, 1995, MHAS has assisted approximately 3,400 DMH clients to-date.
39 Approximately 95 percent of the Medi-Cal/SSI applications that have been adjudicated
40 have been approved. This approval rate is significantly higher than the Medi-Cal approval
41 rate of the DMH clients prior to the start of the MHAS' program.
42

43 ii) OBJECTIVES

44 The objectives of the Program are to:
45

- 1
2 A. Obtain referrals and information from DMH to assist clients with mental
3 disabilities in applying for Medi-Cal/SSI.
4
5 B. Provide Medi-Cal/SSI Advocacy Services to 660 DMH adult and transitional
6 age youth, approaching age 18.
7

8 **iii) TARGET POPULATION**

9
10 The targeted group will be severely and persistently mentally ill adults.
11

12 **iv) PROGRAM DESCRIPTION**

13
14 MHAS will assist DMH clients to obtain and maintain Medi-Cal/SSI benefits.
15 MHAS will utilize the unique methodology it has developed in the past two years which
16 has proven to be highly effective in obtaining Medi-Cal/SSI benefits for people with mental
17 disabilities. The program will assist up to 660 DMH clients per year. Based on the
18 success of MHAS' current project, it is projected that 90% of the clients assisted will
19 obtain Medi-Cal/SSI benefits.
20

21 To obtain Medi-Cal/SSI benefits for clients, MHAS advocates will file federal
22 application for Medi-Cal and SSI benefits. By utilizing the federal application for
23 categorically linked benefits, clients will gain long-term access to Medi-Cal benefits and
24 maintain their Medi-Cal for as long as they continue to receive SSI benefits. The federal
25 Medi-Cal/SSI application will be used because, unlike the State Medi-Cal application, it
26 eliminates the need to re-apply for Medi-Cal each year and allows clients to gradually re-
27 enter the workplace without immediately losing their Medi-Cal coverage.
28

29 **v) SCOPE OF WORK**

30
31 **A. Responsibilities of County**

32
33 DMH has agreed to utilize the resources of Mental Health Advocacy
34 Services (MHAS) for filing Medi-Cal/SSI applications, reconsiderations or
35 both. DMH will also utilize MHAS as a resource for SSI hearings for those
36 cases in which MHAS files the initial application.
37

- 38 1. Department of Mental Health Centers (hereafter referred to as
39 "Centers") will refer persons who have not been able to work for the
40 last 12 months and are not expected to be able to work for at least
41 the next 12 months; have unearned income below \$790.00/month;
42 are citizens or qualifying legal residents and have been with DMH for
43 at least six (6) months. For clients that have been with DMH for less

1 than 6 months, exceptions might be made, at MHAS' discretion and
2 in discussion with the clinician, if there is prior medical evidence.

- 3
- 4 2. With the consent of the client, a referral should be made by the case
5 manager or person who has the most contact with the client by
6 telephone to MHAS.
- 7
- 8 3. Centers will be responsible for completing the Mental Evaluation by
9 the date requested. The evaluation must be signed by a psychiatrist
10 or licensed psychologist and sent to MHAS.
- 11
- 12 4. Centers will prepare an invoice in the amount of \$96.00 for the
13 evaluation and bill up to \$25.00 only for copies according to the
14 County established rate per page for copies of medical records to
15 the State Department of Social Services, Disability Evaluation
16 Division, which should be attached to each evaluation or medical
17 records package.
- 18

19 **B. Responsibilities of Contractor**

20

21 For each client referred to MHAS, specific activities will include the
22 following:

23

- 24 1. arranging an appointment for MHAS to visit the referring center to
25 interview the client;
- 26
- 27 2. screening the potential Medi-Cal beneficiary for eligibility;
- 28
- 29 3. completing the Medi-Cal/SSI application packet;
- 30
- 31 4. collecting all mental health records and other medical records to
32 support the application;
- 33
- 34 5. arranging additional mental health status examinations and other
35 medical testing as necessary to prove medical eligibility;
- 36
- 37 6. collecting the necessary documentation to prove financial eligibility;
- 38
- 39 7. filing the application or reconsideration packet with the Social
40 Security Administration (SSA);
- 41
- 42 8. contacting the appropriate State Disability Evaluation Division (DED)
43 analyst to monitor the processing of the application;
- 44

- 1 9. assisting the client in keeping required appointments with the local
2 SSA office and replying to any additional SSA or DED inquiries;
- 3
- 4 10. representing the client in SSI hearings for those cases in which
5 MHAS files the initial application;
- 6
- 7 11. completing monthly statistics by center for submission to the
8 Department.
- 9
- 10 12. providing the centers with a copy of the SSI approval letter to
11 facilitate Medi-Cal billing.
- 12

13 **II. CHILDREN:**

14
15 MHAS will provide training and technical assistance to families in need of special
16 education services for their emotionally disturbed children in Los Angeles County.
17 Specific project activities will include:

- 18 1. Provision of training sessions in the community to educate families in
19 how to obtain special education and related services for emotionally
20 disturbed children.
- 21
- 22 2. Distribution of training materials describing the services available and
23 the methods for obtaining them.
- 24
- 25 3. Provision of screening interviews/assessments of families participating
26 in training sessions to determine eligibility for special education services
27 and assess need for advocacy, technical assistance, and additional
28 training.
- 29
- 30 4. Provision of technical assistance to families in the areas of requests for
31 services, assessment methods, written documentation and
32 communications with school districts and other public agencies; and
33 preparation for participation in Individualized Education Plan (IEP)
34 meetings.
- 35
- 36 5. Provision of individual representation for families who are unable to
37 obtain appropriate special education services after receiving training and
38 technical assistance.
- 39
- 40 6. Participation in IEP meetings, mediation conferences, and administrative
41 hearings with school district and other public agency representatives to
42 resolve disputes between families and the public agencies.
- 43
- 44
- 45
- 46

1 **EXHIBIT B**

2
3 **MENTAL HEALTH ADVOCACY SERVICES**

4
5 **BUDGET**

6
7 For FY 2007-08 (July 1, 2007 to June 30, 2008), FY 2008-09 (July 1, 2008 to
8 June 30, 2009) and FY 2009-10 (July 1, 2009 to June 30, 2010):

9

| | | |
|----|-------------------------------------|------------------|
| 10 | I. PERSONNEL PLUS EMPLOYEE BENEFITS | \$350,300 |
| 11 | II. SERVICES AND SUPPLIES | 22,100 |
| 12 | III. EQUIPMENT - Lease/Maintenance | 6,000 |
| 13 | IV. OFFICE RENT | <u>26,500</u> |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | TOTAL BUDGET | <u>\$404,900</u> |
| 19 | (MAXIMUM CONTRACT AMOUNT) | |
| 20 | | |
| 21 | | |

22 Contractor may adjust the dollar amount of any of the above line items, up to a maximum
23 of ten percent (10%) of the dollar amount of any line item being augmented, without the
24 prior written approval of Director, provided that any increase in any line item shall be
25 offset by a corresponding decrease in the other line items. Any other changes in the
26 Budget shall require Director's written approval. In no event shall any such adjustment
27 result in any increase in the dollar amount of the Total Budget (Maximum Contract
28 Amount).

29
30 M:\c:\My documents\Contracts\Mental Health Advocacy\Exh B -- Budget

1 EXHIBIT C

2
3 CONTRACTOR EMPLOYEE
4 ACKNOWLEDGEMENT OF EMPLOYER
5

6
7 I understand that Mental Health Advocacy Services, Inc. is my sole employer for
8 purposes of this employment.
9

10 I rely exclusively upon Mental Health Advocacy Services, Inc. for payment of all
11 salary and any and all other benefits payable to me or on my behalf during the period of
12 this employment.
13

14 I understand and agree that I am not an employee of Los Angeles County for any
15 purpose whatsoever and that I do not have and will not acquire any rights or benefits of
16 any kind from the County of Los Angeles during the period of this employment.
17

18 I understand and agree that I do not have and will not acquire any rights or
19 benefits pursuant to any contract between my employer, Mental Health Advocacy
20 Services, Inc., and the County of Los Angeles.
21

22
23 ACKNOWLEDGED AND RECEIVED:

24
25
26 NAME: _____
27

28 DATE: _____
29

30
31 NAME: _____
32

33 Print
34

35
36 Copy must be forwarded by CONTRACTOR to County's Department of Mental Health,
37 attention to the Chief of Contracts Development and Administration Division, 550 South
38 Vermont Avenue, Los Angeles, CA 90020.
39

40
41
42 MI:c:\My documents\Contracts\Mental Health Advocacy\Exh C- Acknowledgement of Contractor
43
44
45

**MENTAL HEALTH ADVOCACY SERVICES, INC.
OATH OF CONFIDENTIALITY**

I, the undersigned, hereby agree not to divulge any information or records concerning any client/patient without proper authorization in accordance with California Welfare and Institutions Code Section 5328 et seq.

I recognize the unauthorized release of confidential information may make me subject to a civil action under provisions of the California Welfare and Institutions Code and the California Code of Regulations, as follows:

Welfare and Institutions Code Section 5330: "Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him in violation of the provisions of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for the greater of the following amounts:

- (1) Five hundred dollars (\$500).
- (2) Three times the amount of actual damages, if any, sustained by the plaintiff.

Any person may, in accordance with the provisions of Chapter 3 (commencing with Section 525) of Title 7 of Part 2 of the Code of Civil Procedure, bring an action to enjoin the release of confidential information or records in violation of the provisions of this chapter, and may in the same action seek damages as provided in this section.

It is not a prerequisite to an action under this section that the plaintiff suffer or be threatened with actual damages."

As a condition of performing my duties as an officer or employee of Mental Health Advocacy Services, Inc., a contractor of the Los Angeles County Department of Mental Health, I agree not to divulge to any unauthorized person any client/patient information or records.

I recognize that unauthorized release of confidential information may make me subject to a civil action under the provisions of the Welfare and Institutions Code, and may result in the termination of any office of employment.

Mental Health Advocacy Services, Inc. (Contractor)
3255 Wilshire Blvd., Suite 902
Los Angeles, CA 90010

Name (Please Print)

Position/Title

Signature

Date

EXHIBIT G

LOS ANGELES COUNTY-DEPARTMENT OF MENTAL HEALTH
AUTHORIZATION REQUESTING RELEASE OF INFORMATION AND/OR RECORDS
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH

TO: Facility or Agency Street/City

Name of Person Birthdate has request of
services of the Los Angeles County, Department of Mental Health and thereby is authorizing the release of records and information to:

MENTAL HEALTH ADVOCACY SERVICES, INC. James Preis Executive Director
Name of Facility/Program Telephone Number Person Requesting Information 1336 Wilshire Blvd., Ste. 102 Los Angeles, CA 90017 Street/City

For the purpose of: determining eligibility for Medical/SSI benefits

Information requested is checked below:

- Diagnosis Only Pathology Report DPSS Files, Specify
Course of Psychiatric treatment Diagnostic Examination, Specify
Course of medication therapy School Reports, Specify Probation Reports, Specify
Discharge Summary Laboratory Report(s) Specify Other, Specify
History & Physical Consultation(s), Specify
Operative Report
Other, Specify

Dates requested include:

I understand that the release or transfer of the specified information to any person or entity not specified herein is prohibited. An additional written authorization must be obtained for a proposed new use of the information for its transfer to another person or entity.

This authorization shall become effective ___/___/___ and is subject to revocation by the undersigned at any time except to the extent that action has already been taken. If not earlier revoked, this authorization shall terminate ___/___/___ . (Termination date should not be more than 90 days from effective unless the treatment plan justifies on-going communications with the above name agency. Under no circumstance should the termination date exceed one year).

Signature of Client Date
Witness Signature of Parent/Guardian/Conservator

CONSENT REVOKED ___/___/___
Signature of Client / Parent / Guardian / Conservator

**ADVOCACY SERVICES AGREEMENT
EXHIBIT F**

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (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 _____

EXHIBIT G

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 Sanchez, 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 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 brazaletes y el padre/madre recibirá un brazaletes igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

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

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

CROSSWALK FACT SHEET

| Current Language | New Language |
|--|---|
| <ul style="list-style-type: none"> ○ Health Care Financing Administration (HCFA) | <ul style="list-style-type: none"> ○ Centers for Medicare and Medicaid Services (CMS) |
| <ul style="list-style-type: none"> ○ Explanation of Balance (EOB) | <ul style="list-style-type: none"> ○ Remittance Advice (RA) |
| <ul style="list-style-type: none"> ○ Mode of Service and Service Function Code (SFC) ○ Activity Code | <ul style="list-style-type: none"> ○ No parallel in IS, carried only in MIS ○ HIPAA Compliant Procedure codes from the following HCPCS: <ul style="list-style-type: none"> CPT Codes: <u>Current Procedural Terminology</u> published by the American Medical Association is a list of codes representing procedures or services. HCPCS Codes (Level II): <u>HCFA and other Common Procedure Coding System (HCPCS) Codes</u> 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. |
| <ul style="list-style-type: none"> ○ DSM IV | <ul style="list-style-type: none"> ○ IS converts DSM IV to ICD-9 for claiming: <ul style="list-style-type: none"> ICD-9 Codes: (<u>International Classification of Diseases</u>), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses. |
| <ul style="list-style-type: none"> ○ Staff Code and Discipline Code | <ul style="list-style-type: none"> ○ Rendering Provider and Taxonomy |
| <ul style="list-style-type: none"> ○ MHMIS or Mental Health Management Information System AND MIS Management Information System | <ul style="list-style-type: none"> ○ IS or Integrated System |
| <ul style="list-style-type: none"> ○ References to entering data into the MIS | <ul style="list-style-type: none"> ○ Entering data into the IS |
| <ul style="list-style-type: none"> ○ RGMS | <ul style="list-style-type: none"> ○ IS |

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

CONTRACTOR:

Contract Number

Business Address:

Reference Number

Supervisorial District _____

COUNTY OF LOS ANGELES

**FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING
AND STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS**

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EXHIBITS

- Exhibit A: Statement of Work
- Exhibit B: Safely Surrendered Baby Law Fact Sheet (In English and Spanish)
- Exhibit C: Attestation Regarding Federally Funded Programs
- Exhibit D: Charitable Contributions Certification

COUNTY OF LOS ANGELES

**FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING
AND STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the

COUNTY OF LOS ANGELES
(hereafter "COUNTY") and

(hereafter "CONTRACTOR").

Business Address:

RECITALS

WHEREAS, it is the purpose of this Agreement to establish a fiscal intermediary for academic training and student professional development programs between COUNTY and CONTRACTOR. CONTRACTOR will be responsible for dispersing funds provided under this Agreement to the student interns to be identified by DMH Health Student Professional Development Program Coordinator; and

WHEREAS, this collaboration between COUNTY and CONTRACTOR will allow COUNTY to proceed with other goals for the education and training of professional staff within the field of mental health.

NOW, THEREFORE, COUNTY AND CONTRACTOR agree as follows:

PREAMBLE

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

adoption of the Customer Service and Satisfaction Standards.

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

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

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

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

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

2. TERM:

A. The term of this Agreement shall commence on July 1, 2007 and shall continue in full force and effect through June 30, 2008. Thereafter, this Agreement shall be automatically renewed for two successive one-year periods, the first commencing July 1, 2008 and continuing through June 30, 2009, and the second commencing July 1, 2009 and continuing 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.

B. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall

immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

C. Suspension of Payments: Payments to Contractor under this Agreement shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

D. 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 24 (NOTICES).

3. TERMINATION OF AGREEMENT:

A. In any event, either party may at any time terminate this Agreement for any reason by giving at least 90 days written notice to the other party.

B. In the event of any interruption of either party's operations by war, fire, insurrection, labor troubles, riots, the natural elements, acts of God, or, without limiting the foregoing, any other cause beyond either party's control which substantially interferes with such party's ability to fulfill any obligation under this Agreement, such party shall immediately inform the other party, and this Agreement may be terminated immediately by either party by giving written notice to the other party.

C. Notwithstanding any other provision of this Agreement, the failure of CONTRACTOR to comply with the terms of this Agreement or any directions by or on behalf of COUNTY issued pursuant thereto, may constitute a material breach thereof, thereby justifying immediate termination or suspension of this Agreement.

4. COMPENSATION: In consideration of the performance by CONTRACTOR in a manner satisfactory to COUNTY of the services described in Exhibit A, COUNTY shall pay Contractor as follows:

A. For the term beginning on July 1, 2007 through June 30, 2008, total compensation for all services furnished hereunder shall not exceed the sum of \$200,000.

B. For the term beginning on July 1, 2008 through June 30, 2009, total compensation for all services furnished hereunder shall not exceed the sum of \$ N/A.

C. For the term beginning on July 1, 2009 through June 30, 2010, total compensation for all services furnished hereunder shall not exceed the sum of \$ N/A.

D. Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

5. ADMINISTRATION: The Director of DMH or his authorized designee (hereafter collectively "Director") shall have the authority to administer and monitor this Agreement on behalf of COUNTY. CONTRACTOR shall designate in writing a person who shall have the authority to administer this Agreement on behalf of CONTRACTOR. Director and CONTRACTOR may, in writing, agree from time to time among themselves regarding the policies and procedures necessary to implement and otherwise carry out the purposes of this Agreement and shall provide copies of such writings to each other in accordance with Paragraph 18 (NOTICES). Such policies and procedures shall include, but are not limited to:

A. Procedures to implement Paragraph 6 (NOTIFICATION OF TRAINING PROGRAMS).

B. Policies regarding the certification of successful completion of a student's training.

C. Policies regarding student training hours.

D. Policies regarding the availability of each party's services (e.g., telephone, clerical support, etc.) to students.

E. Policies regarding the use of each party's property (e.g., facilities, supplies, equipment, etc.) by students and the responsibility of students to return and/or account for such property.

6. NOTIFICATION OF TRAINING PROGRAMS: Each party shall periodically notify the other party of its available training positions and any prerequisites applicable to students who may be sent for training

thereunder.

7. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates, as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to COUNTY's FACILITY(IES) and services under this Agreement. CONTRACTOR shall further ensure that all of its officers, employees, and students, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder.

8. INDEMNIFICATION AND INSURANCE:

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

B. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. Coverage shall be provided by underwriters with an A.M. Best rating of not less than A:VII unless County's prior approval is obtained. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Mental Health, Contracts Development and Administration Division, 550 S. Vermont Avenue, 5th Floor, Los Angeles, CA 90020, ATTN: Chief of Contracts, prior to commencing services under this Agreement. Contractor also shall notify County within 24 hours of occurrence of, or Contractor's knowledge of, (1) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of monies entrusted to Contractor under the terms of this Agreement, and (2) any other accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

C. Insurance Coverage Requirements:

1. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent)

with limits of not less than the following:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

2. Crime Coverage: Insurance with limits in amounts not less than indicated below

covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

| | |
|---------------------------------------|------------|
| Employee Dishonesty: | \$ 100,000 |
| Forgery or Alteration: | \$ 100,000 |
| Theft, Disappearance and Destruction: | \$ 100,000 |

3. 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".

4. 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) |

5. 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.

/

9. RECORDS: All records of each party in any way concerning the performance of this Agreement shall be available during normal business hours for inspections and audit by the other party and shall be maintained at a location in Southern California. Such records shall include, but are not limited to:

A. Daily account of the number of person-hours spent by each of CONTRACTOR's students at FACILITY (e.g., record keeping).

B. Student's signature and student's supervisor's signature on record keeping documentation evidencing student's time spent at COUNTY.

C. Semester/quarter reports of:

(1) The name of each student involved during the particular calendar month.

(2) The year of training of each such student.

(3) The total number of person-hours each such student spent at FACILITY.

10. CONFLICT OF INTEREST:

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

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

11. AUTHORIZATION WARRANTY: CONTRACTOR represents and warrants that the person executing this Agreement on its behalf is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of CONTRACTOR have

been fulfilled to provide such actual authority.

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

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

14. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, 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. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation.

Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

15. 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.

16. 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 Sub-Contractors 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 C as part of its obligation under this Paragraph.

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

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17. REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

A. COUNTY'S PROJECT MANAGER: CONTRACTOR shall report to COUNTY's Project Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by CONTRACTOR, and final acceptance of all documentation and work.

Upon advance approval of the COUNTY Project Manager, COUNTY may provide CONTRACTOR with reasonable use of certain COUNTY resources, such as reasonable clerical support and use of COUNTY facilities, as determined by the COUNTY Project Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of COUNTY resources by CONTRACTOR shall not relieve CONTRACTOR of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to COUNTY, and shall not affect CONTRACTOR's status as an independent contractor.

COUNTY's Project Manager shall be:

Dennis Murata, M.S.W., Deputy Director

Training and Cultural Competency Bureau

B. CONTRACTOR'S PROJECT MANAGER: CONTRACTOR's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of CONTRACTOR's resources, submission of invoices, and resolution of any question/dispute. CONTRACTOR's Project Manager shall be:

18. 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:

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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 18 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 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 18 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 18.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this

Paragraph 18 is contrary to another provision of this Agreement, the provision of this Paragraph 18 shall control. Otherwise, this Paragraph 18 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 18 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 18 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.

19. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit D, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

20. 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 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.

21. 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.

22. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this 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.

23. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or Statement of Work or Fee Schedule 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.

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

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.

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.

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

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25. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

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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.

To CONTRACTOR:

Attention:

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

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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
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

LJ:FISCAL INTERMEDIARY FOR ACADEMIC TRAINING K.doc
(revised 05/22/07)

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING

EXHIBIT A

STATEMENT OF WORK

I. Objective:

II. DMH's Responsibilities:

III. Contractor's Responsibilities:

IV. Intern Stipend Disbursement Schedule:

Academic Year:

Summer Block:

TOTAL

= \$

Exhibit A (Statement of Work Blank) FY07-08+ (3/27/07)

EXHIBIT 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 Braithwaite 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)
Griffith Johnson, Secretario

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



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite-Burke, Supervisora, Segundo Distrito

Zey Yaroslavsky, Supervisor, Tercer Distrito

Pam Khabé, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está 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 brazaletes y el padre/madre recibirá un brazaletes 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 your agreement with the County of Los Angeles Department of Mental Health Under Paragraph (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 _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

ATTACHMENT G

DEPARTMENT OF MENTAL HEALTH SERVICES AGREEMENT

CONTRACTOR:

Contract Number

Business Address:

Number(s)

Reference

Contractor Headquarters' Supervisorial District _

Mental Health Service Area(s) _____ OR Countywide _____

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

DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director _____

Lead Manager _____

K: S_ --or-- U _____

SERVICE AGREEMENT 07-08

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SERVICES AGREEMENT

BETWEEN

**THE COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH**

AND

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 _____, 2007, by and between _____ (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, VI and VII 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
- G. Exhibit VII Charitable Contributions Certification

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)

B. Suspension of Payments: Payments to Contractor under this Agreement shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

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 47 (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.

D. Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

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, VI and VII 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 COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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.

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints,

citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

24.0 ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Exhibit(s) or Budget(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

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

25.0 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.

26.0 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.

27.0 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.

28.0 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 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 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.

29.0 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.

30.0 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.

31.0 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.

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32.0 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.

33.0 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.

34.0 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.

35.0 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.

36.0 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.

37.0 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.

38.0 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.

39.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, 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. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

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

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

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40.0 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 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

41.0 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.

42.0 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 4.1 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.

43.0 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.

44.0 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.

45.0 DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether

through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this 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.

46.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment IX, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

47.0 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.

48. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins

approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

49.0 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.

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: _____

For the Contractor, please use the following contact information:

/

/

/

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 _____
(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

PEP:SERVICES AGREEMENT 5/21/07 2007-08

EXHIBIT-I

STATEMENT OF WORK

I. Goals

II. Description of Services

III. Contractor's Responsibilities

IV. DMH's Responsibilities

EXHIBIT - II

FINANCIAL SUMMARY

FISCAL YEAR 2007-08

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 Angeles 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: _____
(Signature)

DATE: _____

NAME: _____

POSITION: _____

EXHIBIT-IV

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME _____

EMPLOYEE ACKNOWLEDGEMENT:

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

CONFIDENTIALITY AGREEMENT:

(You may be involved with work pertaining to services provided by 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: _____
(Employee Signature)

DATE: _____

NAME: _____

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (CONTRACTOR'S/UNIVERSITY'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 _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)