COUNTY OF LOS ANGELES

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

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

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

DEPARTMENT OF MENTAL HEALTH

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

November 6, 2003

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 NOV 18 2003

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

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

Dear Supervisors:

TERMINATION OF ALL AGREEMENTS BETWEEN YOUTH INTERVENTION PROGRAM AND THE DEPARTMENTS OF MENTAL HEALTH, CHILDREN AND FAMILY SERVICES AND PROBATION
AUTHORIZATION OF ACTIONS NECESSARY TO ENABLE DEPARTMENT OF MENTAL HEALTH TO ASSUME TEMPORARY RESPONSIBILITY FOR THE YOUTH INTERVENTION PROGRAM MENTAL HEALTH PROGRAM
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)

JOINT RECOMMENDATION WITH THE DIRECTORS OF THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND THE PROBATION DEPARTMENT:

1. Delegate authority to the Director of the Department of Mental Health (DMH) to effectuate a mutually agreed upon termination of Mental Health Legal Entity Agreement DMH-01555 with Youth Intervention Program (YIP) effective November 30, 2003 including the successful completion of a lease agreement for the existing building located at 1776 E. Century Blvd., Los Angeles, (see Attachment I); or in the alternative, in the absence of a mutually agreed upon termination, authorize the Director of DMH to terminate said agreement for convenience in accordance with the provisions of the agreement, to be effective 30 days from the date of approval by your Board and notice to YIP.

2. Approve interim ordinance authority for 62 additional positions identified in Attachment II, of which 54 positions will be filled with existing YIP employees, pursuant to Section 6.06.020 of the County Code, subject to approval by the Department of Human Resources.

RECEIVED
NOV 24 2003
CHIEF, CDAD

3. Authorize DMH to immediately hire on the 62 ordinance positions. These staffing resources are critically needed to maintain continuity of services currently provided by YIP and to provide five DMH management, supervising clinical and support staff to oversee the program on a temporary basis.

4. Approve the Request for Appropriation Adjustment for Fiscal Year (FY) 2003-2004 in the amount of $1.8 million (Attachment III), from Services and Supplies to Salary and Employee Benefits to accommodate the temporary hiring of YIP staff and the DMH management team.

5. Delegate authority to the Director of DMH to enter into a Consultant Agreement substantially similar to Attachment IV with one YIP staff member to provide consultation on management of the YIP treatment program. The effective date will be December 1, 2003, or in the absence of a mutually agreed upon termination, effective 31 days from the date of approval by your Board. The annual cost for the consultant services will not exceed $74,958 for FY 2003-2004 and $128,500 for FY 2004-2005 as an optional renewable period, and such costs will be redirected within the existing FY 2003-2004 adopted budget.

6. Authorize DMH to withhold approximately $1.4 million of prior and current year payments to YIP for approved claims for services rendered, pending completion of a comprehensive fiscal audit and final settlement.

7. Authorize the Chief Administrative Office (CAO) to negotiate and execute an agreement substantially similar to Attachment V with the appropriate party or parties to enable DMH to lease the facility located at 1776 E. Century Blvd., Los Angeles, CA, or an alternative site, if that site is unavailable or not acceptable to the County. Costs will be redirected from the existing 2003-2004 DMH Adopted Budget.

8. Authorize the Director of the Department of Children and Family Services (DCFS), the Director of DMH, and the Chief Probation Officer (Probation) or their designees, to terminate the existing Community Family Preservation Network (CFPN) Agreements with YIP, per Section 25.0, Termination for Convenience, of the CFPN Agreement and authorize the Director of DCFS or his designee, to terminate the existing Wraparound Approach Phase II (Wraparound) Agreement with YIP, per Section 27.0, Termination for Convenience, of the Wraparound Agreement. Termination will be effective 30 days after the delivery of the notice of termination to the contractor. DCFS has three (3) agreements with YIP: one Agreement for CFPN services in Geographical Service Area (GSA) 6, one Agreement for CFPN services in GSA 22, and one Agreement for Wraparound

services in Service Planning Area (SPA) 6. Without Board authority for early termination, the CFPN and Wraparound Agreements will expire June 30, 2004. Early termination of these YIP Agreements will not incur additional costs, as existing funds would be redirected by amendment to other CFPN providers for the continuation of CFPN services. A formal amendment will not be required for continuation of Wraparound services as this program operates on a referral basis and clients will be redirected to Starview Children and Family Services (Starview), a SPA 6 Wraparound contractor.

9. Approve the attached CFPN Form Amendment (Attachment VI) and delegate authority to the Director of DCFS to amend, jointly with the Directors of DMH and Probation, the Agreements with Drew Child Development, Personal Involvement Center, Triangle Christian Services, the Institute for Maximum Human Potential, and Guidance Community Development to redirect funds for the continuation of CFPN services. Funding for CFPN services is $1,119,924 in GSA 6 and $630,837 in GSA 22. Redirected funds will comprise of unspent funds from the date of the early termination of the contracts with YIP to June 30, 2004. Total funding is $1,750,761. These CFPN funds are approximately $1,225,533 (70%) State/federal funding and $525,228 (30%) net County cost (NCC), and such costs are included in FY 2003-2004 adopted budget.

10. Approve the attached Family Support Form Amendment (Attachment VII) and delegate authority to the Director of DCFS, or his designee, to amend the Agreements with Shields for Families Project and Youth Opportunities Unlimited, Inc. to redirect funds for the continuation of Family Support services. The Family Support services funding in SPA 6 is $576,633. Redirected funds will comprise of unspent funds (approximately $512,563) from the YIP Family Support contract that expired October 31, 2003. These services are 100% financed by Federal Promoting Safe and Stable Families (PSSF) funds with no net County cost, and such costs are included in the FY 2003-2004 adopted budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Mental Health Services:
The purpose of the recommendations related to DMH is to accomplish a mutually agreed upon termination of the contractual relationship between DMH and YIP Legal Entity (Agreement No. DMH-01555), while maintaining the vital mental health services currently provided to the community by YIP. Should a 30 day notice for convenience be necessary, these recommendations will likewise accomplish termination of the contract with YIP while maintaining the integrity of the YIP program. In order to ensure the least disruption in services, DMH will assume responsibility for the agency until these services can be contracted out through a competitive bidding process.

DCFS Services:
The purpose of DCFS' recommended actions is to terminate the existing Agreements with YIP and to ensure the continuation of critical services to the children and families previously served by YIP by reallocating the funds to other agencies currently providing these services in the affected service areas. If the requested action is not approved or is delayed, the County may incur financial loss and could negatively impact the children and families that depend on these program services. The services include:

CFPN Services:
CFPN services are a comprehensive integrated, community-based and collaborative approach to providing services to families which enhance child safety while strengthening and preserving families who are experiencing problems in family functioning characterized by child abuse, neglect or exploitation. The goal is to assure the physical, emotional, social, educational, cultural and spiritual development of children in a safe and nurturing environment.

Family Support Services:
Family Support services are designed to use community-based services that assist in promoting the well-being, development and safety of children, youth and families by recognizing and building on the strengths of families to enhance their stability, assist parents or other care givers to develop and maintain a safe stable and supportive family and community environment and to enhance the safety and welfare of children through the prevention of child abuse and/or neglect.

Wraparound Services:
Wraparound is a strengths-based, family-centered approach with an overall goal of maintaining children in a permanent family setting using community-based services and supports. The Wraparound Program is unconditionally committed to the needs of children ages 8-17 with multiple and complex needs who are in foster care or at risk of being placed or institutionalized. Contract agencies provide individualized services and use whatever resources are necessary to support children in their homes and communities and to persevere until all goals of the Child and Family Plan of care have been met.

Implementation of Strategic Plan Goals:

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal # 1 Service Excellence: Provide the public with easy access to quality information and services that are both beneficial and responsive; Goal # 5 Children and Families Well-Being: Improve the well-being of children and families in the County of Los Angeles.

FISCAL IMPACT/FINANCING:

The FY 2003-2004 personnel and operating costs associated with DMH assumption of the services currently being provided by YIP is $4.057 million and will be financed by redirecting the funding currently budgeted for the YIP contract. A Budget Appropriation in the amount of $1.8 million will be required to fund Salary and Employee Benefits for the temporary hiring of YIP staff. Prorated cost for FY 2003-2004 personnel service and supplies is expected to be $2,366,600 and annual costs for FY 2004-2005 personnel and service and supplies expenses is expected to be $4.057 million (Attachment III-A).

DMH has not disbursed $1.4 million in FY 2002-2003 and FY 2003-2004 Federal Financial Participation and State General Funds pending full reconciliation of actual costs.

DMH has continued cash flow advances to YIP for FY 2003-2004 services. Cash flow advances for FY 2003-2004 total $558,932. DMH is in the process of evaluating distribution of additional cash flow advances in order for payroll and other operating costs to be paid. This may result in net County cost for which DMH would request to use realignment funds.

There is no fiscal impact on CFPN, Family Support, or Wraparound services since funds from the early termination of the YIP Agreements will be redirected to other CFPN, Family Support, or Wraparound agencies. Funding for these services is included in the FY 2003-2004 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Mental Health Services:
YIP, through its current contract with DMH, provides mental health care for children, adolescents, families and adults in Service Area 6. The agency's primary service delivery site is located at 1776 East Century Boulevard, Los Angeles. The program accepts referrals from the mental health system of care, Department of Public Social Services (DPSS), DCFS, school districts, and other family service agencies. The treatment components offered by the agency under DMH contract include basic outpatient services, including day treatment, therapeutic behavioral services, school-based services, and CalWORKs services. Outpatient/day treatment services include those for children enrolled in wraparound services provided under contract with DCFS.

In order to ensure a seamless transition following the termination of YIP's contract, DMH has developed a two-phase plan. The first phase requires the Department to

assume responsibility for the care of mental health clients currently served by YIP. This will require the DMH to hire the YIP mental health treatment and support staff on temporary County items. In addition, DMH is requesting authority to enter into a Consultant Agreement with one YIP staff to provide consultation on management of the YIP treatment program. This consultant is necessary to ensure the continuity and maintain the integrity of YIP's unique service delivery model, which involves extended hour programming and crisis availability in the community. In addition, the DMH will enter into a Purchase of Service Agreement for transportation services to bring children to the day treatment program and family members to outpatient individual and group sessions in accordance with the current program design.

Phase two will be the issuance of a Request for Proposals (RFP) to interested mental health providers to assume these client services. The RFP will require that YIP treatment and support staff, assumed by the County, will have first priority for jobs with the successful bidder. Upon execution of the contract with the new provider, the DMH temporary employees previously employed by YIP will be released from County employment. The five DMH management and support employees will be placed within DMH existing positions. It is anticipated that a new contract will be in place within 19 to 24 months from December 1, 2003, the date that DMH enters phase one of the plan.

The facility located at 1776 East Century Boulevard, Los Angeles is currently being used by YIP to provide mental health services for clients within SPA 6. The County is required by the State to ensure mental health services are maintained for clients when a service provider ceases to be able to perform its contractual obligations. Therefore, in accordance with Recommendation 7 in this letter CAO Real Estate Division (RED) staff will enter into lease negotiations for the facility.

The County proposes to lease this facility on an emergency basis with a maximum term of 24 months with the ability to cancel the agreement should the building fail to meet with the County's building and seismic safety standards or otherwise expose the County to unacceptable liabilities.

Because of the urgent need to provide continual services to YIP clients, the County will not be able to provide advanced notification to your Board or the City of Los Angeles of our intention to lease this facility nor provide time for community feedback. However, the facility is located appropriately for its service population and is approximately consistent on an overall basis with County space standards. Additionally, the usage of the facility will not change.

This lease will provide approximately 17,000 square feet of office space and approximately 51 parking spaces. It will include the following major provisions:

- Commencement of the rent will be effective upon execution of the lease;
- A full-service gross basis with the Lessor responsible for all operating and maintenance costs, or modified full service whereby Lessor and Lessee will negotiate responsibility for operating cost associated with the facility;
- A Cancellation provision allowing the County to cancel the lease at any time with appropriate written notice.
- Continuation of the lease will be contingent on DPW and RED conducting a comprehensive review of the facility to ensure the building meets County codes and standards including seismic safety. (Should the building not meet the County requirements, we will search for an alternate location.)

CFPN Services:
On June 12, 2001, your Board approved a form agreement with 36 agencies to provide CFPN services. The Board also approved an additional five agencies on January 22, 2002. At the request of ChildNet Youth and Family Services, your Board approved the early termination of their CFPN Agreement on January 21, 2003. DCFS currently has 40 agreements for CFPN services in 25 GSAs throughout Los Angeles County. Additionally, on June 10, 2003, your Board approved and authorized the Directors of DCFS, DMH, and Probation to exercise a one-year option to extend the CFPN agreements through June 30, 2004. YIP, Drew Child Development, Personal Involvement Center, Triangle Christian Services, and the Institute for Maximum Human Potential were selected to provide CFPN services in GSA 6 which covers parts of Los Angeles and West Hollywood. YIP and Guidance Community Development were selected to provide CFPN services in GSA 22 which also covers parts of Los Angeles.

Pending your Board approval of the CFPN Form Amendment (Attachment VI), the remaining funds under YIP's contract in GSA 6 will be reallocated to Drew Child Development, Personal Involvement Center, Triangle Christian Services, and the Institute for Maximum Human Potential. The remaining funds under YIP's contract in GSA 22 will be reallocated to Guidance Community Development. In the interim, DCFS, jointly with DMH and Probation, will use the Director's delegated authority to increase funding by up to 10% to these agencies. This will ensure the continuation of services without interruption.

Family Support Services:
On May 2, 1995, your Board approved a Five-Year Plan and agreements with 26 non-profit community-based agencies for Family Support services. YIP, Shields for Families Project and Youth Opportunities Unlimited, Inc. were selected to provide Family Support Services in SPA 6. On September 16, 2003 your Board approved a nine-month

extension of 25 Agreements and approved extending YIP's contract on a month-to-month basis pending the Auditor-Controller findings. YIP's contract was allowed to expire on October 31, 2003. The remaining contracts with other Family Support providers will expire on June 30, 2004.

Pending your Board approval of the Family Support Form Amendment (Attachment VII), DCFS will divert the remaining funds under the YIP contract to the Shields for Families Project and Youth Opportunities Unlimited, currently providing Family Support in SPA 6. In the interim, DCFS will use the Director's delegated authority to increase funding by up to 10% to these agencies to ensure the continuation of services.

Wraparound Services:
Your Board approved the Wraparound Approach Phase II Agreements on November 12, 2001. Your Board approved extending the Wraparound Phase I and Phase II Agreements on December 17, 2002. These Agreements expire June 30, 2004. There are currently 12 Wraparound Agreements with various agencies. YIP and Starview are SPA 6 Wraparound agencies. YIP is currently providing service to 23 children. DCFS is assessing the needs of these 23 children for continued Wraparound services or transition to other program services such as Systems of Care. In the best interest of the children and families requiring continued Wraparound services and in collaboration with our community partners, these children and families will be referred to Starview. Starview has the capacity and resources to absorb the additional children and families. A contract amendment will not be required.

The agencies identified in this Board Letter (Attachment VIII) to receive redirected CFPN, Family Support, or Wraparound funds are compliant with all Board, CAO, and County Counsel requirements.

This Board Letter and its attachments have been reviewed and approved by the County Counsel and CAO. DCFS' Form Amendments have been approved as to form by County Counsel.

CONTRACTING PROCESS:

CFPN, Family Support, and Wraparound Services:
DCFS surveyed the agencies currently providing CFPN, Family Support, and Wraparound services in the affected service areas to inquire if they are capable and willing to accept an additional workload under the terms and conditions of their existing contracts. The recommended agencies have the expertise, capability and resources, have accepted the additional work, and are community based to avoid any further hardship on the children and families we serve. Based on the service needs of the public, the short amount of time left on the existing contracts (6-7 months) and the

urgency involved, it is in the County's best interest to procure the CFPN, Family Support, and Wraparound services using existing providers with Board approved contracts.

IMPACT ON CURRENT SERVICES:

Under the DMH two-phase plan, there will be a smooth transition in service provision, with YIP clients being able to continue to receive services at the same location and with their same clinicians. It is anticipated that service levels and quality will be maintained so that there will be no negative impact on current services.

Approval of DCFS' recommended actions would provide for the continuation of CFPN services in GSA 6 and 22, Family Support services in SPA 6, and Wraparound services in SPA 6 to the children and families previously served by YIP.

CONCLUSION:

Upon approval by the Board of Supervisors, it is requested that the Executive Officer - Clerk of the Board send a copy of the adopted Board Letter and any attachments to:

1. Department of Mental Health
   Contracts Development and Admin.
   Attn: Richard Kushi, Chief
   550 S. Vermont Ave., 5th Floor
   Los Angeles, CA 90020

2. Department of Children and Family Services
   Contracts Administration
   Attn: Walter Chan, Manager
   425 Shatto Place, Room 205
   Los Angeles, CA 90020

3. Probation Department
   Contracts & Grants Mgmt. Division
   Attn: Yolanda Young, Director
   9150 East Imperial Hwy, Rm. B/82
   Downey, CA 90242

4. Office of the County Counsel
   Attn: Richard Mason, Principal Deputy County Counsel
   602 Kenneth Hahn Hall of Administration
   500 West Temple Street
   Los Angeles, California 90012

5. Office of the County Counsel
Attn: Rose Belda, Principal Deputy
County Counsel
201 Centre Plaza Drive, Ground Floor
Monterey Park, CA 91754

6. Office of the County Counsel
Attn: Gordon Trask, Principal Deputy
County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Respectfully submitted,

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

David Sanders, Ph.D.
Director, Department of
Children and Family Services

Richard Shumsky
Chief Probation Officer
Probation Department

MJS:DS:RS:SK

Attachments (8)

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

a: BoardLetter YIP Contract Term

Attachment I

October 30, 2003

Dr. Marvin Southard
Director
Department of Mental Health
County of Los Angeles

Dear Dr. Southard,

Pursuant to a meeting held in Mr. James C. Allen's office with the department of Mental Health Management, on October 29, 2003, the Board of YIP Family Services, held an emergency meeting to discuss the legal entity NO. 00687, contract NO. DMH-01555, YIP currently holds with the Department of Mental Health.

After much discussion it was decided by the board that mutual termination of the contract would be in the best interest of our agency.

We will work with you to develop a contingency plan to ensure a smooth transition of our staff, clients, and records to the Department of Mental Health.

The Board and I appreciate The Department of Mental Health's assistance during the contract period.

Sincerely,

Dr. Gale L. Pauley
Chairman of the Board

PO Box 470200 - Los Angeles, California 90047
(323) 357-6970 - fax (323) 357-9485

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

YOUTH INTERVENTION PROGRAM (YIP)
Requested Positions

Program	Payroll Title	Man Months	Ordinance Position	FTE*
Management				
	Mental Health Clinical Program Head	12	1	1.0
	Supervising Psychiatric Social Worker	24	2	2.0
	Administrative Assistant III	12	1	1.0
	Intermediate Typist Clerk	12	1	1.0
	TOTAL YIP PROGRAM MANAGEMENT			*5.0*
Program Staff				
	Assistant MH Counselor, RN	1,566 hrs	1	0.0
	Clinical Psychologist II	12	1	1.0
	Community Worker	132	11	11.0
	Community Worker	6,264 hrs	3	0.0
	ITC	36	3	3.0
	Medical Case Worker II	96	8	8.0
	Medical Case Worker II	2,610 hrs	2	0.0
	MH Education Consultant	12	1	1.0
	MH Education Consultant	1,044 hrs	1	0.0
	MH Psychiatrist	2,088 hrs	1	0.0
	MH Services Coordinator I	12	1	1.0
	MH Services Coordinator I	2,610 hrs	2	0.0
	PSW II	144	12	12.0
	PSW II	8,352 hrs	7	0.0
	SPSW	12	1	1.0
	Staff Assistant II	24	2	2.0
	TOTAL YIP PROGRAM STAFF			*40.0*
	TOTAL YIP PROGRAM		***62***	***45.0***

* This schedule includes 17 no counts for the hourly items.

ATTACHMENT III

BOARD OF SUPERVISORS OFFICIAL COPY

76R 352M (11/83)

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 435

DEPARTMENT OF MENTAL HEALTH

19

AUDITOR-CONTROLLER.
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

3 - VOTES

Sources:

Department of Mental Health
Services & Supplies
A01-MH-20500-2000
$1,800,000

Uses:

Department of Mental Health
Salaries & Employee Benefits
A01-MH-20500-1000
$1,800,000

This adjustment is requested to shift appropriation from Services and Supplies to Salaries & Employee Benefits to fund 61 ordinance positions for the Youth Intervention Program staff and the Department of Mental Health managment team. There is no net County cost.

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

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR — ACTION ✓ RECOMMENDATION

APPROVED AS REQUESTED ✓ AS REVISED

12 November 2003

DAVID E. JANSSEN
CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER
NO. 138

BY Nov. 12 2003

APPROVED (AS REVISED): BOARD OF SUPERVISORS 19

BY
DEPUTY COUNTY CLERK

SEND 5 COPIES TO THE AUDITOR-CONTROLLER

Attachment III-A

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
Youth Intervention Program
Budget

	Fiscal Year 04-05	Fiscal Year 03-04
YIP Contract Amount	$ -	$ 1,690,400
DMH Costs:		
Salary & EBs, 62 ordinance, 56.75 FTEs		
Salaries	2,645,000	1,543,000
Employee Benefits, variable	439,000	257,000
Total Salary & EBs	$ 3,084,000	$ 1,800,000
Services & Supplies		
Consultant	$ 128,500	$ 75,000
Patient Transportation, mileage	246,000	143,500
Client Supportive Services	25,000	14,600
Lease inc. utilities	240,000	140,000
Security guards (2)	96,000	56,000
Communication, inc cell	100,000	58,300
Other Services & Supplies [1]	137,500	79,200
Total Services & Supplies	973,000	566,600
Total Program Cost [2]	4,057,000	2,366,600

[1] Includes, but is not limited to, office supplies and equipment costs.

[2] The current annual YIP contract amount is $4,057,000.

ATTACHMENT IV

CONTRACTOR:

_____ _____

CONTRACT NUMBER

Business Address:

_____

_____

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

CONSULTANT SERVICES AGREEMENT

TABLE OF CONTENTS

PARAGRAPH		PAGE
1.	TERM	2
2.	TERMINATION FOR CONVENIENCE	2
3.	TERMINATION FOR DEFAULT	2
4.	TERMINATION FOR IMPROPER CONSIDERATION	3
5.	SERVICES PROVIDED	4
6.	PAYMENT	4
7.	LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS	4
8.	APPLICABLE DOCUMENTS	5
9.	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	5
10.	CONFIDENTIALITY	5
11.	CAPTIONS AND PARAGRAPH HEADINGS	6
12.	ENTIRE AGREEMENT	6
13.	ALTERATION OF TERMS	6
14.	PATIENTS'/CLIENTS' RIGHTS	6
15.	RECORDS AND AUDITS	6
16.	SEVERABILITY	9
17.	WAIVER	9
18.	INDEMNIFICATION AND INSURANCE	9
19.	WARRANTY AGAINST CONTINGENT FEES	12
20.	CONFLICT OF INTEREST	12
21.	COUNTY'S QUALITY ASSURANCE PLAN	13
22.	CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS	13
23.	CHILD SUPPORT COMPLIANCE PROGRAM	14
24.	NOTICE TO EMPLOYEES REGADING THE FEDERAL EARNED INCOME CREDIT	14
25.	USE OF RECYCLED-CONTENT PAPER PRODUCTS	15
26.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	15

PARAGRAPH PAGE

27. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM 16
28. COUNTY LOBBYISTS 17
29. INDEPENDENT STATUS OF CONTRACTOR 17
30. DELEGATION AND ASSIGNMENT 17
31. SUBCONTRACTING 18
32. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES 18
33. COMPLIANCE WITH APPLICABLE LAW 18
34. GOVERNING LAW, JURISDICTION AND VENUE 19
35. CERTIFICATION OF DRUG-FREE WORK PLACE 19
36. PERFORMANCE UNDER EMERGENCY CONDITIONS 19
37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT 20
38. COMPLIANCE WITH JURY SERVICE PROGRAM 27
39. WARRANTY 29
40. NOTICES 29

SERVICE EXHIBITS

A. STATEMENT OF WORK
B. PAYMENT SCHEDULE
C. CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for the provision of consultant services is made and entered into this _____ day of _____ , 200__, by and between the County of Los Angeles on behalf of its Department of Mental Health (hereafter "COUNTY") and

_____

_____

_____

(hereafter "CONTRACTOR").

Business Address:

_____

_____

_____

_____

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

WHEREAS, County's Department of Mental Health (hereafter "DMH") has determined that existing staff of DMH do not have sufficient manpower, that it is difficult to recruit personnel to perform the services hereunder, and that the services to be provided hereunder are professional and specialized; and

WHEREAS, DMH has a need to engage the specialized services of a licensed clinician to provide consultant services; and

WHEREAS, Contractor possesses the specialized skills, training, and experience to provide consultant services; and

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

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

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

NOW, THEREFORE, County and Contractor agree as follows:

1. TERM:

A. This Agreement shall commence on December 1, 2003 and shall continue in full force and effect through June 30, 2004. Thereafter, this Agreement shall be renewed for up to one optional one-year period. The renewal period shall commence on July 1, 2004 and shall continue in full force and effect through June 30, 2005, unless either party gives notice to the other party of its intent not to renew at least 30 days prior to the commencement of the optional renewal period.

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

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

3. TERMINATION FOR DEFAULT:

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

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

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

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

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

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

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

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

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

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

Contractor shall not be paid beyond the Maximum Compensation amount as specified in Exhibit B. Contractor agrees that County has no obligation, whatsoever, to pay for any services performed by Contractor that exceed the Maximum Compensation amount.

Contractor shall notify County when service amounts under this Agreement total seventy-five percent (75%) of the Maximum Compensation amount. Furthermore, Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send these notices to the assigned Mental Health Clinical District Chief as detailed in Exhibit B.

7. **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary reductions which appropriate less than the amount provided for in Exhibit B (PAYMENT SCHEDULE) of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last

fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

8. **APPLICABLE DOCUMENTS**: Exhibits A and B 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 Contractor's Acknowledgement and Confidentiality Agreement

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

10. **CONFIDENTIALITY**: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and MIS records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers,

employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

11. **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.

12. **ENTIRE AGREEMENT**: The body of this Agreement, and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

13. **ALTERATION OF TERMS**: No addition to, or alteration of, the terms of the body of this Agreement, or the Exhibits hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

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

15. **RECORDS AND AUDITS**:

A. Records:

(1) Direct Services Records: During the assessment period, Contractor shall maintain a record of all direct services rendered and fully document all services provided under this Agreement and in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made immediately available for inspection, program review, and/or

audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and during the applicable period of records retention. Such access shall include regular and special reports from Contractor. In addition to the requirements in this Paragraph, Contractor shall comply with any additional patient/client record requirements described in the Exhibits and shall adequately document the delivery of all services described in the Exhibits.

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

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

(2) Financial Records: Contractor shall prepare and maintain, on a current basis, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles, with the procedures set out in the Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, and with all guidelines, standards, and procedures which may be provided by County to Contractor. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be furnished to Contractor by County upon request.

(3) Preservation of Records: If, following termination of this Agreement, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within forty-eight hours thereafter, Director of SDMH and Director shall be notified thereof by Contractor in writing of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph.

B. Audits:

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

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

(3) Audit Reports: In the event that any audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within thirty days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Contractor shall promptly notify County of any request for access to information related to this Agreement by any other governmental agency.

(4) State Department of Mental Health Access to Records: Until Contractor has fulfilled its commitment to return all records to County, Contractor shall maintain and make available to the State Department of Mental Health, the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, and any other authorized Federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Contractor shall not carry out any of the services through any subcontract.

(5) Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Agreement, Contractor shall maintain and make available to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized

representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, Contractor shall not carry out any of the services through any subcontract.

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

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

18. **INDEMNIFICATION AND INSURANCE:**

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

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

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

(a) Specifically identify this Agreement.

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

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

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

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

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

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

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

(a) Any accident or incident relating to services performed under this

Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

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

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

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

6) Insurance Coverage Requirements for Subcontractors: Contractor shall not perform any services through subcontracting.

C. Insurance Coverage Requirements:

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

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

2) Automobile Liability: Contractor shall carry the minimum amount of automobile insurance required by the State of California. Contractor attests that he/she does not use his/her automobile in the course of business and does not transport patients at any time. Contractor agrees to

hold harmless and indemnify the County for any and all claims in the event of an automobile accident which leads anyone to pursue a claim against the County or its employees.

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

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

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

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

20. **CONFLICT OF INTEREST**:

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

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

21. **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.

22. **CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS:** Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence

(GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the contractor.

23. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Acknowledgement of County's Commitment to Child Support Enforcement: The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "LA's Most Wanted: Delinquent Parent's" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

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

(1) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

24. 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.

25. **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.

26. **CONTRACTOR RESPONSIBILITY AND DEBARMENT:** The following requirements set forth in the Ordinance are effective for this contract, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

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

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

of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

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

27. **CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:** Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff

member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct of indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

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

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

29. **INDEPENDENT STATUS OF CONTRACTOR:** This Agreement is between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. This Agreement constitutes the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

30. **DELEGATION AND ASSIGNMENT:** Contractor shall not delegate its duties or assign its rights under this Agreement, or both, either in whole or in part, without the prior written consent of County, and any prohibited delegation or assignment shall be null and void. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall

be subject to set off, recoupment, or other reduction for any claim which Contractor may have against County.

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

32. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:**

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

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

33. **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.

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

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

36. **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.

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

Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health

Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

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

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

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

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas

or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

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

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

1.7 Terms used, but not otherwise defined, in this Paragraph 37 shall have the same meaning as those terms in the Privacy Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph 37. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

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

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

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph 37.

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

made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

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

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

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

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an

accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COUNTY

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

TERM AND TERMINATION

4.1 Term. The term of this Paragraph 37 shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

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

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

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

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

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

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

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

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph 37 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 37.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 37 is contrary to another provision of this Agreement, the provision of this Paragraph 37 shall control. Otherwise, this Paragraph 37 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 37 to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph 37 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph 37 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations."

38. **COMPLIANCE WITH JURY SERVICE PROGRAM:**

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

B Written Employee Jury Service Policy:

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

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with 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.

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

40. **NOTICES:** All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices. Addresses and persons to be notified may be changed by either party by giving 10 days prior written notice thereof to the other party.

To CONTRACTOR: _____

_____

_____

_____

To COUNTY: Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Ave., 5th Floor

Los Angeles, CA 90020

Attention: Chief of Contracts

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By_____
Contractor's Signature

_____
CONTRACTOR'S TAXPAYER
IDENTIFICATION NUMBER

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development
and Administration Division

KT: Consultant Svcs. Format
11/13/2003 1:42 PM

EXHIBIT A

YOUTH INTERVENTION PROGRAM

STATEMENT OF WORK

Moses Chadwick agrees to perform services for Los Angeles County Department of Mental Health (DMH) to provide onsite consultation regarding the clinical and administrative oversight of the Youth Intervention Program (YIP). YIP provides an array of comprehensive outpatient mental health services to children, adolescents and their families. Services include, but are not limited to: mental health services, intensive day treatment, medication support, case management, and community outreach. Additionally, the program provides mental health supportive services to eligible participants in the CalWORKs program. As a result of a termination agreement with the current contractor, the program services and staff are being temporarily transferred to the DMH. The intent of these consultation services is to ensure continuity of care and maintenance of the integrity of the service delivery model.

RESPONSIBILITIES OF CONTRACTOR AND COUNTY

A. Contractor's Responsibilities:

1. Provide consultation regarding the direction and oversight of the outpatient clinic program.

2. Provide consultation to ensure that services are provided in accordance with Federal, State and County standards and regulations.

3. Provide consultation in the development and implementation of a continuous quality improvement process. Participate in weekly meetings with key clinical staff that assess, evaluate, and rectify any barriers to effective and efficient treatment.

4. Provide consultation to program management staff in planning, directing and evaluating the service delivery and staff training aspects of the program necessary to maintain the mandated level of service.

5. Provide consultation to program management staff in planning, directing, and evaluating the work of the clinical supervisory staff.

6. Provide consultation in the development of monitoring and reporting procedures to ensure that services delivered are accurately documented and claimed.

7. Attend monthly meetings such as the Service Area 6 Providers Meetings, Service Area Advisory Committee meetings, Service Planning Area 6 meetings, Children's Systems of Care Providers, and others as directed by DMH's assigned Mental Health Clinical District Chief in order to provide consultation regarding ensuring that the YIP program is responsive to the needs of the Service Area.

8. Contractor shall provide the following documents to DMH, in accordance with Paragraphs 18 and/or 32 of the Agreement:

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

9. Contractor shall report to the assigned Mental Health Clinical District Chief.

B. County's Responsibilities:

1. DMH shall provide office space, supplies and equipment required by the Contractor to perform the necessary duties and responsibilities.

2. DMH shall provide administrative support to Contractor.

COUNTY OF LOS ANGELES

CONSULTANT SERVICES AGREEMENT

EXHIBIT B

PAYMENT SCHEDULE

	FY 2003-2004 (7 month Pro-ration)	FY 2004-2005
Program Operations Consultant Maximum Compensation Hourly Rate: $71.39	$74,958	$128,500

1. County shall pay Contractor on a monthly basis, monthly in arrears, for consultant services. Each claim for payment shall be initiated by Contractor's invoice submitted to DMH's Service Area 6 Mental Health Clinical District Chief upon completion of consultant services, and shall be based on the number of actual hours worked.

2. Contractor's claim shall not exceed 300 hours within a two-month period without prior written authorization of the assigned Mental Health Clinical District Chief.

3. Each claim shall be submitted to:

   Sandra D. Thomas, District Chief
   3160 W. 6th St., 3rd Flr.
   Los Angeles, CA 90020

4. The Mental Health Clinical District Chief shall review and forward approved claims to Provider Reimbursement within three working days after receipt of invoices.

5. Provider Reimbursement shall pay approved claims within 30 days.

EXHIBIT C

CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR _____

CONTRACT NUMBER _____

CONTRACTOR ACKNOWLEDGEMENT:

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

CONFIDENTIALITY AGREEMENT:

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

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

/

EXHIBIT C

CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
(Continued)

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

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

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

NAME: _____ DATE: _____
(Signature)

NAME: _____

POSITION: CONTRACTOR

COUNTY OF LOS ANGELES
CHIEF ADMINISTRATIVE OFFICE
LEASE AGREEMENT

DEPARTMENT: MENTAL HEALTH, as Tenant

LANDLORD: KEDREN ACUTE PSYCHIATIC HOSPITAL AND COMMUNITY MENTAL HEALTH CENTER

1776 E. CENTURY BOULEVARD, LOS ANGELES

TABLE OF CONTENTS

Page

1. BASIC LEASE INFORMATION 1

(a) Landlord's Address for Notice: 1

(b) Tenant's Address for Notice: 1

(c) Premises: 1

(d) Building: 1

(e) Term: 1

(f) Projected Commencement Date: 2

(g) Commencement Date: 2

(h) Irrevocable Offer Expiration Date: 2

(i) Basic Rent: 2

(j) Early Termination Notice Date: 2

(k) Rentable Square Feet in the Premises: 2

(l) Use: 2

(m) Initial Departmental Use: 2

(n) Parking Spaces: 2

(o) Normal Working Hours: 2

(p) Asbestos Report: 2

1.2 Defined Terms Relating to Landlord's Work Letter 2

(a) Base Tenant Improvement Allowance 2

(b) Additional Tenant Improvement Allowance 3

(c) Maximum Change Order Allowance 3

(d) Additional Tenant Improvement and Change Order Amortization Rate: 3

(e) Basic Rent Reduction 3

(f) Tenant's Work Letter Representative 3

(g) Landlord's Work Letter Representative 3

(h) Landlord's Address for Work Letter Notice 3
(i) Tenant's Address for Workletter Notice 3
1.3 Exhibits to Lease: 3
1.4 Landlord's Work Letter: 4
1.5 Supplemental Lease Documents: 4
2. PREMISES 4
3. COMMON AREAS 4
4. COMMENCEMENT AND EXPIRATION DATES 5
5. RENT 5
6. USES 5
7. HOLDOVER 5
8. COMPLIANCE WITH LAW 6
9. DAMAGE OR DESTRUCTION 6
10. REPAIRS AND MAINTENANCE. 7
11. SERVICES AND UTILITIES. 8
(a) HVAC 8
(b) Electricity 8
(c) Elevators 8
(d) Water 8
(e) Janitorial 8
(f) Access 8
12. LANDLORD ACCESS 8
13. TENANT DEFAULT. 9
14. LANDLORD DEFAULT. 9
(a) Remedies 9
(b) Waiver 9
(c) Emergency 10

15. ASSIGNMENT AND SUBLETTING 10
16. ALTERATIONS AND ADDITIONS 10
17. CONDEMNATION 10
18. INDEMNIFICATION 11
19. INSURANCE 11
20. PARKING 12
21. ENVIRONMENTAL MATTERS 13
22. ESTOPPEL CERTIFICATES 13
23. TENANT IMPROVEMENTS 14
24. LIENS 14
25. SUBORDINATION AND MORTGAGES 14
26. SURRENDER OF POSSESSION 14
27. SIGNAGE 14
28. QUIET ENJOYMENT 15
29. GENERAL 15
30. AUTHORITY 16
31. ACKNOWLEDGEMENT BY LANDLORD 16
32. IRREVOCABLE OFFER 18

COUNTY OF LOS ANGELES

CHIEF ADMINISTRATIVE OFFICE

LEASE AGREEMENT

THIS LEASE is entered into as of the_____ day of_____, 200_ between _____ ("Landlord"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION . The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notice:	Kedrin Acute Psychiatric Hospital and Community Mental Health Center, 4211 Avalon Boulevard, Los Angeles CA., 90011
(b) Tenant's Address for Notice:	Board of Supervisors Kenneth Hahn Hall of Administration, Room 383 500 West Temple Street Los Angeles, California 90012 Fax Number: 213.620-0636 With a copy to: Chief Administrative Office Real Estate Division 222 South Hill Street, 3rd Floor Los Angeles, California 90012 Attention: Director of Real Estate Fax Number: 213.217-4971 _____
(c) Premises:	Approximately 17,000_rentable square feet in the Building (defined below) and referenced as Exhibit A, to be attached upon execution.
(d) Building:	The building located at 1776 E. Century Boulevard, Los Angeles, which is located upon the real property described more particularly in Exhibit B referenced hereto, to be attached upon execution (the "Property").
(e) Term:	Two years commencing upon execution by the County of Los Angeles, Chief Administrative Officer(the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any

	additional Extension Term for which an option has been validly exercised if applicable.
(f) Projected Commencement Date:	To be determined.
(g) Commencement Date:	To be determined.
(h) Irrevocable Offer Expiration Date:	N/A
(i) Basic Rent:	To be negotiated at a cost of $ per month (which is based upon a rental rate of $, to be determined, per rentable square foot (adjustable only as provided in Section 2(b) hereof.)
(j) Early Termination Notice Date:	At anytime during the lease term with appropriate written notice.
(k) Rentable Square Feet in the Premises:	Approximately 17,000 rentable square feet.
(l) Use:	General office use or for any other lawful purposes not incompatible with other uses in the Building.
(m) Initial Departmental Use:	Department of Mental Health clinic and office space.
(n) Parking Spaces:	Approximately 50 parking spaces (the exact number will be determined prior to execution of the lease).
(o) Normal Working Hours:	7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 2:00 p.m. Saturday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.
(p) Asbestos Report:	A report dated _____ prepared by _____, a licensed California Asbestos contractor (to be provided).

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Base Tenant Improvement Allowance	N/A

(b) Additional Tenant Improvement Allowance	N/A N/A_____
(c) Maximum Change Order Allowance	N/A _____
(d) Additional Tenant Improvement and Change Order Amortization Rate:	N/A____% per annum
(e) Basic Rent Reduction	N/A___ and ____ /100 Dollars ($ ___) per month
(f) Tenant's Work Letter Representative	N/A _____
(g) Landlord's Work Letter Representative	N/A _____
(h) Landlord's Address for Work Letter Notice	N/A _____ _____ _____
(i) Tenant's Address for Workletter Notice	Board of Supervisors Kenneth Hahn Hall of Administration, Room 383 500 West Temple Street Los Angeles, California 90012 Fax Number: _____ With a copy to: Chief Administrative Office Real Estate Division 222 South Hill Street, 3rd Floor Los Angeles, California 90012 Attention: Director of Real Estate Fax Number: _____
1.3 Exhibits to Lease:	Exhibit A - Floor Plan of Premises Exhibit B- Legal Description of Property Exhibit C - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit D - HVAC Standards

	Exhibit E - Cleaning and Maintenance Schedule
1.4 Landlord's Work Letter: N/A (executed concurrently with this Lease and made a part hereof by this reference):	Landlord's Work Letter Addendum A: Base Building Improvements Addendum B: Tenant Improvements Addendum C: Form of Budget Addendum D: Costs of Tenant Improvements
1.5 Supplemental Lease Documents: (delivered to Landlord and made a part hereof by this reference):	Document I: Subordination, Non-disturbance and Attornment Agreement Document II: Tenant Estoppel Certificate Document III: Community Business Enterprises Form Document IV: Memorandum of Lease Document V: Request for Notice

2. PREMISES

(a) Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto.

(b) Tenant shall have the right within ninety (90) days of approval of this Lease by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") to field-measure and verify the exact footage of the Premises and/or the Building All measurements shall be taken in accordance with the methods of measuring rentable/usable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association ("BOMA") International except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, Tenant shall have the right to adjust such square footage and reduce the Basic Rent in Section 1 accomplished by the mutual execution of a memorandum of understanding between the Landlord and the Tenant. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no adjustment made to either the square footage or the Basic Rent in the event the measured square footage exceeds the amount represented by Landlord. Should Landlord and Tenant not agree with respect to the results of the measurement conducted pursuant to this subsection (b) Landlord shall appoint an independent firm or person who is experienced in making such measurements whose determination with respect which measurement is correct shall be final and binding upon the parties. Landlord and Tenant shall share equally in the fees of such firm.

3. COMMON AREAS. Tenant may use the following areas ("Common Areas") in common with Landlord and other tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

(a) Term. The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease Terms attached as Exhibit C. The Commencement Date shall begin thirty (30) days after Tenant's Acceptance of the Premises. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Premises are Substantially Complete, Tenant has inspected the Premises and Tenant has accepted the Premises. The term "Substantially Complete" or "Substantial Completion" as used in this Lease shall mean compliance with all of the following: (1) the shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises; (2) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease, including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises; (3) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent; (4) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and (5) if Landlord is responsible for the installation of telecommunication systems, then such systems shall be completely operational.

(b) Termination Right. If the Commencement Date has not occurred within sixty (60) days from the Projected Commencement Date, subject to Tenant Delays or Force Majeure Delays as provided in Landlord's Work Letter, which has been executed concurrently herewith, Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord and the parties shall have no further obligations to one another hereunder.

(c) Early Possession. Tenant shall be entitled to possession of the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period.

(d) Early Termination. Tenant shall have the right to terminate this Lease at any time after the Early Termination Notice Date, as defined in Section 1, by giving Landlord not less than sixty (60) days prior written notice executed by the Chief Administrative Officer of Tenant.

5. RENT. Tenant shall pay Landlord the Basic Rent stated in Section 1 during the Term hereof within fifteen (15) days after a claim therefore for each such month has been filed by Landlord with the Auditor of the County of Los Angeles (the "County") prior to the first day of each month. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month.

6. USES. The Premises are to be used only for the uses set forth in Section 1 and for no other business or purpose; however, Landlord shall not unreasonably withhold its consent to a change of use.

7. HOLDOVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written

notice from the Chief Administrative Officer of Tenant at the last monthly Basic Rent payable under this Lease (as such Basic Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including without limitation, the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION.

(a) Damage. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made untenantable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again using standard working methods. The failure to do so shall be a material Default hereunder. Basic Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

(b) Tenant Termination Right. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving written notice within ten (10) days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenantable. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided insurance proceeds are available to repair the damages.

(c) Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than thirty (30) days after such destruction, in which case (a) Landlord shall have no obligation to restore the Premises, (b) Landlord may retain all insurance proceeds relating to such destruction, and (c) this Lease shall terminate as of the date which is thirty (30) days after such written notice of termination..

(d) Default By Landlord. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant may (a) declare a default hereunder or (b) perform or cause to be performed the restoration work and deduct the cost

thereof plus interest thereon at ten percent (10%) per annum, from the Basic Rent next due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE.

(a) Landlord Representations. Landlord represents to Tenant that (i) the Premises, the Building and all Common Areas (including electrical, heating, ventilating and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including use the Americans With Disabilities Act; and are in reasonable good working order and condition; (ii) the Building and Premises comply with all covenants, conditions, restrictions and underwriter's requirements; and (iii) the Premises, Building and Common Areas are free of the presence of any Hazardous Materials (as hereinafter defined) and (iv) Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation. Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(b) Landlord Obligations. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to: (1) the floor covering (if such floor covering is carpeting it shall be replaced as needed but not less often than after five (5) years of use); (2) interior partitions; (3) doors; (4) the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years and (5) signage. Without limiting the foregoing, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Tenant, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, (c) be in accordance with all laws.

(c) Tenant's Right to Repair. If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and

customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 14.

11. SERVICES AND UTILITIES.

Landlord shall furnish the following services and utilities to the Premises:

(a) HVAC. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit D attached hereto.

(b) Electricity. Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings but in any event not less than seven (7) watts of electric current (connected load) per square foot of Rentable Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or subpanels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators. Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

(e) Janitorial. Landlord shall provide janitorial service on five (5) nights per week generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit E attached hereto.

(f) Access. Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

12. LANDLORD ACCESS. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises, Basic Rent shall be prorated based upon the percentage of the Premises or Building rendered untenantable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency.

13. TENANT DEFAULT.

(a) Default. The occurrence of any one or more of the following events (a "Default") shall constitute a material default and breach of this Lease by Tenant:

(i) the failure by Tenant to make any payment of Basic Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of ten (10) days after written notice to Tenant;

(ii) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

(c) No Effect on Indemnity. Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

14. LANDLORD DEFAULT.

(a) Remedies. In addition to the provisions for Landlord's default provided by Sections 9(d), 10(c) 19 and 20(b), Landlord shall be in default in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five (5) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10(c)) ; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such five (5) day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the default by Landlord ("Landlord Default") is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; or (iv) to terminate this Lease.

(b) Waiver. Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

(c) Emergency. Notwithstanding the foregoing cure period, Tenant may cure any default without notice where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition or materially and adversely affect the operation of Tenant's business in the Premises.

15. ASSIGNMENT AND SUBLETTING. Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent: provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16. ALTERATIONS AND ADDITIONS.

(a) Landlord Consent. Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria: (1) complies with all Laws; (2) is not visible from the exterior of the Premises or Building; (3) will not materially affect the systems or structure of the Building; and (4) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building. If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

(b) End of Term. Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

17. CONDEMNATION.

(a) Controlling Terms. If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

(b) Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

(c) Partial Taking. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the

date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.

(d) Restoration. Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

(e) Award. The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

(f) Waiver of StatuteLandlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

18. INDEMNIFICATION.

(a) Tenant's Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act or omission or willful misconduct of Tenant or its employees or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees.

(b) Landlord's Indemnity. Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, guests, or visitors or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19. INSURANCE.

(a) Landlord's Insurance. During the term of this Lease, Landlord shall maintain the following insurance:

(i) Commercial property insurance which shall (1) cover damage to Landlord's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage

against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates) and (2) be written for full replacement cost of the property, with a deductible of no greater than 5% of the property value. Landlord shall carry insurance on any furniture and furnishings which will become the property of Tenant at the expiration of the Term and on all modular furniture installed in the Premises. Insurance proceeds shall be payable to Landlord and Tenant as their interests may appear and be utilized for repair and restoration of the Premises. .

(ii) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and general aggregate amount of $5,000,000; (2) products/completed operations aggregate of $2,000,000 and (3) personal and advertising injury of $1,000,000.

(iii) Failure by Landlord to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease or to use any insurance proceeds to timely repair and restore the Premises shall constitute a material breach of this Lease

(b) Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating of "AVII" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Tenant shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry.

(c) Certificates. Landlord shall deliver to Tenant on the Commencement Date of this Lease and thereafter at least fifteen (15) days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Tenant has been named a loss payee on Landlord's commercial property insurance policy, as required.. Further, all certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates.

(d) Waiver of Subrogation.Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

20. PARKING.

(a) Tenant's Rights. Tenant shall have the right to the number of exclusive reserved parking stalls set forth in Section 1 without charge for the Term of this Lease. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all other parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

(b) Remedies. Landlord acknowledges that it is a material term of this Lease that Tenant receive all of the Parking Spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual

damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the Parking Spaces required above are not available to Tenant, (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation) Tenant may (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter or (b) deduct from the Basic Rent thereafter accruing hereunder an amount each month equal to the Basic Rent times the percentage of Parking Spaces not so provided times 1.5 but such deduction from Basic Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%).

21. ENVIRONMENTAL MATTERS

(a) Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

(b) Landlord Indemnity. Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

22. ESTOPPEL CERTIFICATES. Tenant shall, within thirty (30) days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document II in the Supplemental Lease Documents delivered to

Landlord concurrently herewith (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.

23. TENANT IMPROVEMENTS. Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in the Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

24. LIENS. Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred byTenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

25. SUBORDINATION AND MORTGAGES

(a) Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein.

(b) Existing Deeds of Trust. The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith within thirty (30) days after the execution of this Lease.

(c) Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Property in the form of Document V in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(d) Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section , Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of Default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional ten (10) days within which to cure such Default.

26. SURRENDER OF POSSESSION. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

27. SIGNAGE. Tenant shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances.

28. QUIET ENJOYMENT. So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

29. GENERAL

(a) Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

(c) Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Tenant shall receive from Landlord or Landlord's broker, within ten (10) days after the execution of this Lease, an amount equal to 50% of all commissions due to Landlord's broker as a result of the execution of this Lease.

(d) Entire Agreement. This Lease (and the Landlord's Work Letter and Supplemental Lease Documents) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

(e) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(f) Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(g) Governing Law and Forum. This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

(h) Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

(i) Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

(j) Consent. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) days after written request is made therefore, together with all necessary information.

(k) Community Business Enterprises Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(l) Memorandum of Lease If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30. AUTHORITY. Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Administrative Officer of the County or its delegee (the "Chief Administrative Officer") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

31. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

(a) Consideration of GAIN Program Participants. Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment, openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

(b) Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or

statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the Lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the landlord's submission being eliminated from consideration.

(c) Landlord Assignment.

(i) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Basic Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

(ii) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

(iii) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of the California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County.

(iv) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of (a) $500,000 or (b) 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(v) Landlord shall give the County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Basic Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

(vi) Landlord shall not furnish any information concerning County or the subject matter of this Lease (including, but not limited to, offering memoranda, financial

statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section.

(vii) The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns whether so expressed or not.

32. IRREVOCABLE OFFER. In consideration for the time and expense that Tenant will invest, including, but not limited to, preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:

_____

By: _____
Name: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

By: _____
Name: _____
Chairman, Board of Supervisors

_____

ATTEST:

Violet Varona-Lukens
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By: _____
Deputy: Francis E. Scott

EXHIBIT A

FLOOR PLAN OF PREMISES

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT C

COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain lease ("Lease") dated _____, 2002, between County of Los Angeles, a body politic and corporate ("Tenant"), and _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

(1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");

(2) Tenant has accepted possession of the Premises and now occupies the same;

(3) The Lease commenced on _____ ("Commencement Date");

(4) The Premises contain _____ rentable square feet of space; and

(5) Basic Rent Per Month is _____.

IN WITNESS WHEREOF, this Memorandum is executed this ___day of _____, 200_.

"Tenant"	"Landlord"
COUNTY OF LOS ANGELES, a body politic and corporate By: _____ Name: _____ Its: _____	_____, a _____ By: _____ Name: _____ Its: _____

EXHIBIT D

HVAC STANDARDS

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

A. Carpets vacuumed.
B. Composition floors dust-mopped.
C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
D. Waste baskets, other trash receptacles emptied.
E. Chairs and waste baskets returned to proper position.
F. Fingerprints removed from glass doors and partitions.
G. Drinking fountains cleaned, sanitized and polished.
H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
I. Bulb and tube replacements, as required.
J. Graffiti expunged as needed within two (2) working days after notice by Tenant.
K. Floors washed as needed.
L. Kitchen/Lunchroom supplies replenished including paper supplies and soap.
M. Exclusive day porter service from ____ to ____ **(if provided by contract).**

2. WEEKLY

A. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
B. Window sills, ledges and wood paneling and molding dusted.

3. MONTHLY

A. Floors washed and waxed in uncarpeted office area.
B. High-reach areas, door frames and tops of partitions dusted.
C. Upholstered furniture vacuumed, plastic and leather furniture wiped.
D. Picture moldings and frames dusted.
E. Wall vents and ceiling vents vacuumed.
F. Carpet professionally spot cleaned as required to remove stains.
G. HVAC chiller water checked for bacteria, water conditioned as necessary.

4. QUARTERLY

A. Light fixtures cleaned and dusted, but not less frequently than Quarterly.
B. Wood furniture polished.
C. Draperies or mini-blinds cleaned as required, but not less frequently than Quarterly.
D. HVAC units serviced for preventative maintenance purposes, all filters changed.

5. SEMI-ANNUALLY

A. Windows washed as required inside and outside but not less frequently than twice annually.
B. All painted wall and door surfaces washed and stains removed.
C. All walls treated with vinyl covering washed and stains removed.

6. ANNUALLY

A. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.

B. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.

C. Touch-up paint all interior painted surfaces in a color and finish to match existing.

7. AS NEEDED

A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.

B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

C. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning: (i) heavy traffic areas as needed with a minimum frequency of bi-monthly [six (6) times per year]; (ii) moderate traffic areas cleaned as needed with a minimum of once every six (6) months [two (2) times per year]; and (iii) clean light traffic areas a minimum of once per year. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

D. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence"). The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute and Occurrence for the purpose of determining the frequency of this work.

8. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

Attachment VI

AMENDMENT NUMBER _____

TO AGREEMENT

BY AND BETWEEN

THE
COUNTY OF LOS ANGELES

AND

FOR THE PROVISION OF

COMMUNITY FAMILY PRESERVATION NETWORK SERVICES

IN GSA ____

AMENDMENT NUMBER ____ TO THE
COMMUNITY FAMILY PRESERVATION NEWTWORK AGREEMENT
WITH _____

This Amendment Number _____ ("Amendment") to Community Family Preservation Network services Agreement, adopted by the Board of Supervisors on June 12, 2001 ("Agreement"), is made and entered into by and between the County of Los Angeles, ("COUNTY") and _____ ("CONTRACTOR") for conduct and administration of Community Family Preservation Network services this _____ day of _____, 2003.

WHEREAS, the purpose of this Amendment Number ____ is to compensate CONTRACTOR for the provision of Community Family Preservation Network services to additional families served under this Agreement;

WHEREAS, this Amendment Number ____ is prepared according to the provisions set forth in Section 12.0, **CHANGES AND AMENDMENTS,** of the Agreement; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services, the Director of the Department of Mental Health, and the Chief Probation Officer to execute the Amendment;

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

Section 4.0, **CONTRACT SUM**, Subsection 4.2.2 is amended to add Subsection 4.2.2.2 as follows:

4.2.2.2 The Contract Sum shall increase by $_____, effective upon the date of execution of Amendment Number ____ by the Director of the Department of Children and Family Services to compensate CONTRACTOR for _____ additional families for a total of _____ families for FS 2003-04. The Maximum Annual Contract Sum for FY 2003-04 shall be $_____ for a total Maximum Contract Sum of $_____.

EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER ___, ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

COMMUNITY FAMILY PRESERVATION NETWORK SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed on its behalf by the Director of the Department of Children and Family Services, the Director of Mental Health, and the Chief Probation Officer and the CONTRACTOR has subscribed the same through its authorized officers, the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

_____
DAVID SANDERS, PH.D.
DIRECTOR, DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

_____
MARVIN J. SOUTHARD, D.S.W.
DIRECTOR, DEPARTMENT OF
MENTAL HEALTH

_____
RICHARD SHAMSKY
CHIEF PROBATION OFFICER
PROBATION DEPARTMENT

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

By _____
Deputy County Counsel

CONTRACTOR

BY_____

_____
Print or Type Name

_____
Title

BY_____

_____
Print or Type Name

_____
Title

Tax ID Number_____

Attachment VII

AMENDMENT NUMBER _____

TO AGREEMENT

BY AND BETWEEN

THE
COUNTY OF LOS ANGELES

AND

FOR THE PROVISION OF

FAMILY SUPPORT SERVICES

IN SERVICE PLANNING AREA 6

AMENDMENT NUMBER _____ TO FAMILY SUPPORT PROGRAM SERVICES AGREEMENT NUMBER _____ WITH <AGENCY NAME>

This Amendment Number ___ (hereafter, Amendment) to the Family Support Program Services Agreement Number _____ (hereafter Agreement), as previously amended, is made and entered into at Los Angeles, California this _____ day of _____ 2003, by and between the County of Los Angeles (hereafter, COUNTY) and _____ (hereafter, CONTRACTOR).

WHEREAS, the parties have previously entered into an Agreement to provide Family Support Program Services;

WHEREAS, the purpose of this Amendment is to increase funding to CONTRACTOR for the provision of Family Support Program services to additional families served under this Agreement; and

WHEREAS, pursuant to Section 2.0, **CHANGES AND AMENDMENTS**, the following changes are made to the Agreement;

NOW THEREFORE, in consideration of the foregoing and mutual consent herein contained, the Agreement is amended as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.1 and Subsection 1.2 are amended in part to add Exhibits A-___ and B-___ as follows:

   1.1 Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, ___, B, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, _____, C, D, E, F, G, H, I, J, K, and L are incorporated by reference to form a part of this Agreement.

   1.2 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

   Exhibit A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, _____– Statement of Work

   Exhibit B, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, _____– Program Budget

2. Section 5.0, **CONTRACT SUM**, is amended in part to restate Subsection 5.1, Subsection 5.2 and Subsection 5.6 as follows:

5.1 The Maximum Contract Sum under the terms of this Agreement shall be the maximum monetary amount payable by COUNTY to CONTRACTOR as specified in Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, _____, Program Budget, for supplying tasks, deliverables, goods, services, and other work specified herein under this Agreement. In no event shall this Agreement give rise to a charge on any other funds of COUNTY.

5.2 The Maximum Contract Sum for the term of this Agreement is $_____ and reflects the amount per Federal Fiscal Year (FFY) as follows:

YEAR 1	YEAR 2	YEAR 3	YEAR 4
$_____	$_____	$_____	$_____
YEAR 5	YEAR 6	YEAR 7	YEAR 8
$_____	$_____	$_____	$_____

5.6 The Maximum Annual Contract Sum, effective from the date of execution of this Amendment Number ____ through June 30, 2004, shall not exceed $_____.

3. Exhibit A-___, Statement of Work, is attached hereto and incorporated by reference. Exhibit A-___, Statement of Work, hereby amends by supplementing Exhibit A, Statement of Work, of the Agreement for the contract period effective from the date of execution of this Amendment Number ___ through June 30, 2004.

4. Exhibit B-___, Budget, is attached hereto and incorporated by reference. Exhibit B-___, Budget, hereby amends by supplementing Exhibit B, Budget, of the Agreement for the contract period effective from the date of execution of this Amendment Number ___ through June 30, 2004.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT AND ITS PRIOR AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER ____ TO THE FAMILY SUPPORT PROGRAM
SERVICES AGREEMENT WITH <AGENCY NAME>

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed on its behalf by the Director, or his designee, of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

_____
DAVID SANDERS, PH.D., DIRECTOR
Department of Children and Family Services

<AGENCY'S NAME>

_____
AUTHORIZED SIGNATURE

_____
PRINT OR TYPE NAME

_____
TITLE

_____
AUTHORIZED SIGNATURE

_____
PRINT OR TYPE NAME

_____
TITLE

_____
Tax Identification Number

APPROVED AS TO FORM BY THE
OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

By _____
Deputy County Counsel

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Community Family Preservation Network (CFPN), Family Support, Wraparound
Program Services Contingency Plan

Program	Program Description	Contingency Plan	Recommended Agencies for redirected funds	Funding/Authority
Community Family Preservation Services GSA 6 and GSA 22	CFPN services are a comprehensive integrated, community-based and collaborative approach to providing services to families which enhance child safety while strengthening and preserving families who are experiencing problems in family functioning characterized by child abuse, neglect or exploitation. The goal is to assure the physical, emotional, social, educational, cultural and spiritual development of children in a safe and nurturing environment.	Contract expires 30 days from Board approval. Children and families in GSA 6 and 22 will transition to other current CFPN providers. DCFS will use the Director's delegated authority to increase funding to existing agencies pending Board approval of CFPN Form Amendment. There will be no laps in service.	GSA 6: Drew Child Development Institute for Max Human Potential Personal Involvement Center Triangle Christian Services GSA 22: Guidance Community Development (Form Agreements were not issued a Contract #.)	GSA 6 $57,432 – Dir. Auth. $86,866 – Dir. Auth. $99,788 – Dir. Auth. $94,045 – Dir. Auth. GSA 22 $58,066 – Dir. Auth. Remaining unspent funds will be redirected under Board authorized Form Amendments.
Family Support Services SPA 6	Family Support services is designed to use community-based services that assist in promoting the well-being, development and safety of children, youth and families by recognizing and building on the strengths of families to enhance their stability, assist parents or other care givers to develop and maintain a safe stable and supportive family and community environment, and to enhance the safety and welfare of children through the prevention of child abuse and/or neglect.	Contract expired 10/31/03. DCFS will use the Director's delegated authority to increase funding to Shields and Y.O.U. for the continuation of services pending Board approval of Family Support Form Amendment.	The Shields for Families Project (Contract #70950) Youth Opportunities Unlimited, Inc. (Contract #70937)	$59,845 – Dir. Auth. $42,541 – Dir. Auth. Remaining unspent funds will be redirected under Board authorized Form Amendments.
Wraparound Approach Phase II Services SPA 6	Wraparound is a strengths-based, family-centered approach with an overall goal of maintaining children in a permanent family setting using community-based services and supports. The Wraparound Program is unconditionally committed to the needs of children ages 8-17 with multiple and complex needs who are in foster care or at risk of being placed or institutionalized. Contract agencies provide individualize services and use whatever resources are necessary to support children in their homes and communities and to persevere until all goals of the Child and Family Plan of care have been met.	Contract expires 30 days from Board approval. DCFS will provide individual assessments to determine the need for continued Wraparound program services. Clients in need of Wraparound services will be referred to Starview. Other clients will transition to other program services such as Systems of Care.	Starview Children and Family Services (Form Agreement was not issued a Contract #.)	No contract/funding adjustments are needed.