#### **CONTRACTOR'S COPY**

**29560**AMENDMENT NO. 2

CONTRACT NO. <u>DMH-02425</u>

THIS AMENDMENT is made and entered into this 19 day of May, 2009, by and between the COUNTY OF LOS ANGELES (hereafter "County") and City of Long Beach (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated September 25, 2006, identified as County Agreement No. <u>DMH-02425</u>, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Years (FY's) 2008-09, 2009-10 and 2010-11 County and Contractor intend to amend Mental Health Services Act (MHSA) Master Agreement as described hereunder; and

WHEREAS, per the recommended revision by the Executive Officer of the Board of Supervisors, replace "Chief Administrative Office" (CAO) with "Chief Executive Office" (CEO) to accurately reflect this Office in the Responsible Department section; and

- TABLE OF CONTENTS: Paragraph 30.0 (CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT) shall be deleted in its entirety and the following inserted in its entirety:
  - 30.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN)
    OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS
    FOR EMPLOYMENT.
- 2. Paragraph 2.0 (APPLICABLE DOCUMENTS) of the MHSA Master Agreement shall be deleted in its entirety and the following inserted in its entirety:
  - 2.0 APPLICABLE DOCUMENTS: Exhibits A, B, C, D, E, F, G and H, 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 Fee Schedule
- 3. Exhibit C- Contractor Acknowledgement and Confidentiality Agreement
- Exhibit D Contractor Employee Acknowledgement and Confidentiality
   Agreement
- 5. Exhibit E Attestation Regarding Federally Funded Programs
- Exhibit F Safely Surrendered Baby Law Fact Sheet (In English & Spanish)
- 7. Exhibit G Charitable Contributions Certifications
- 8. Exhibit H Definitions
- Paragraph 8.1 (INDEMNIFICATION) of the MHSA Master Agreement shall be deleted in its entirety and the following inserted in its entirely:
  - 8.1 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the County, 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 the Contractor's acts and/or omissions arising from and/or relating to this Contract.

- 4. Paragraph 8.2 (GENERAL INSURANCE REQUIREMENTS) of the MHSA Master Agreement shall be deleted in its entirety and the following inserted in its entirely:
  - "8.2 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE: Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.2 and 8.3 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
  - 1) Evidence of Coverage and Notice to County:
    - a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under

this Contract.

- prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to: County of Los Angeles Department of Mental Health,

Contracts Development and Administration Division, 550 South Vermont Avenue, 5<sup>th</sup> Floor, Los Angeles, CA 90020.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### 2) Additional Insured Status and Scope of Coverage:

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement

form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 3) Cancellation of Insurance:

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

#### 4) Failure to Maintain Insurance:

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said beach.

#### 5) Insurance Financial Ratings:

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### 6) Contractor's Insurance Shall Be Primary:

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### 7) Waivers of Subrogation:

To the fullest extend permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all of the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8) Sub-Contractor Insurance Coverage Requirements:

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### 9) Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety

licensed to transact business in the State of California.

#### 10) Claims Made Coverage:

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### 11) Application of Excess Liability Coverage:

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### 12) Separation of Insureds:

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 13) Alternative Risk Financing Programs:

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 14) County Review and Approval of Insurance Requirements:

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

5. Paragraph 8.3 (INSURANCE COVERAGE REQUIREMENTS) of the MHSA Master Agreement shall be deleted in its entirety and the following inserted in its entirety:

#### "8.3 INSURANCE COVERAGE:

1) Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 3) Workers Compensation and Employers' Liability insurance or

qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$ 1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### 4) Unique Insurance Coverage:

#### a) Professional Liability/Errors and Omissions:

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation."

6. Paragraph 9.0 (CONTRACTOR ACKNOWLEDGEMENT AND

CONFIDENTIALITY AGREEMENT) of the MHSA Master Agreement shall be deleted in its entirety and the following inserted in its entirety:

- 9.0 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, Contracts Development and

  Administration Division, 550 South Vermont Avenue, Los Angeles, CA

  90020 on or immediately after the effective date of this Agreement but in no

  event later than the date the Contractor first performs work under this

  Agreement.
- 7. Paragraph 10.0 (CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT) of the MHSA Master Agreement shall be deleted in its entirety and the following inserted in its entirety:
  - CONFIDENTIALITY AGREEMENT: Contractor shall maintain on file an executed Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit D) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreements. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or

audit by authorized representatives of County, State and/or Federal governments.

8. Paragraph 30.0 (CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT) of the MHSA Master Agreement shall be deleted in its entirety and the following inserted in its entirety:

30.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)

PARTICIPANTS FOR EMPLOYMENT: Should contractor require additional or replacement personnel after the effective date of this agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet contractor's minimum qualifications for the open position. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to contractor.

- 9. Paragraph 37.0 (CONTRACTORS EXCLUSION FROM PARTICIPATION ON A FEDERALLY FUNDED PROGRAM) of the MHSA Master Agreement shall be deleted in its entirety and the following inserted in its entirety:
  - 37.0 CONTRACTORS EXCLUSION FROM PARTICIPATION IN A

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

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

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

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in (Exhibit E) as part of its obligation under this Paragraph 37.0.

Failure by Contractor to meet the requirements of this Paragraph 37.0 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

10. Paragraph 40.0 (NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW) of the MHSA Master Agreement shall be deleted in its entirety and the following inserted in its entirety:

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

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

11. Paragraph 44.0 (COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS) shall be added to this Agreement:

YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall

terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

12. Paragraph 45.0 (COMPLIANCE WITH APPLICABLE LAW) shall be added to this Agreement:

#### 45.0 COMPLIANCE WITH APPLICABLE LAW:

- A. Contractor shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.
- C. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.
- D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings,

judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

13. Paragraph 46.0 (ALTERATION OF TERMS) shall be added to this Agreement:
46.0 ALTERATION OF TERMS:

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

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

14. Paragraph 48.0 (NOTICES) shall be changed to read Paragraph 50.0. Any reference made to Paragraph 48.0 (NOTICES) shall be deemed a reference to Paragraph 50.0. Wherever the <u>Paragraph 48.0 "NOTICES"</u>, appears in

Agreement, the parties agree that <u>Paragraph 50.0 "NOTICES"</u> shall be substituted therefore.

15. Paragraph 48.0 (PERFORMANCE STANDARDS AND OUTCOME MEASURES) shall be added to this Agreement:

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

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

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

16. Paragraph 49.0 (FORCE MAJEURE) shall be added to this Agreement:

#### 49.0 FORCE MAJEURE

- A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- B. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable

best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

17. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

COUNTY OF LOS ANGELES

MARVIN J. SOUTH

Director of Mental Health

City of Long Beach

CONTRACTOR

Assistant City Manager

Name Patrick H. West

Title <u>City Manager</u>

(AFFIX CORPORATE SEAL HERE)

APROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT **ADMINISTRATION:** 

DEPARTMENT OF MENTAL HEALTH

By \_ Chief/Contracts Development and Administration Division

ALM:Corrections to Master Agreement 051909

APPROVED AS TO FORM

DEPUTY CITY ATTORN

#### **EXHIBIT A**

#### City of Long Beach

#### **STATEMENT OF WORK**

**STATEMENT OF WORK** 

**TARGET POPULATION:** 

**SERVICES**:

#### **EXHIBIT B**

City of Long Beach

FEE SCHEDULE

#### **EXHIBIT C**

## CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR	City of Long Beach
CONTRACT NUMB	ER DMH-02425

#### 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.

CONTRACTOR ACKNOWLEDGEMENT

#### **EXHIBIT C**

### AND CONFIDENTIALITY AGREEMENT (Continued)

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

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

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

NAME:	Strong Assis	stant City Manager	DATE: 7.77.89
	(Signature)	TO SECTION 301 OF THE CITY CHARTER.	
NAME:_	Patrick H. West		
	(Please print)		
POSITIO	N: City Manager		-

Revised: 4/21/05

APPROVED AS TO FORM

LINDA TRANG DEPUTY CITY TORN

#### **EXHIBIT D**

#### CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT

#### AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME
CONTRACT NUMBER
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that I am an employee of
EMPLOYEE CONFIDENTIALITY AGREEMENT:
You may be involved with work pertaining to services provided by County or and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from County or In addition, you may also have access to proprietary information supplied by County or or by other vendors doing business with
have a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, mental health, criminal and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this agreement as a condition of your work with Please read this agreement and take due time to
consider it prior to signing.
I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work in connection with the
I agree to keep confidential all financial, health, criminal and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from County or, design concepts, algorithms, programs,

#### **EXHIBIT D**

#### CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT

#### AND CONFIDENTIALITY AGREEMENT

programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under the above referenced Agreement.

I agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary information supplied by County or or by other County vendors is provided to me during this engagement, I shall keep such information confidential.
I agree to report to the Contractor Project Manager any and all violations of this Agreement by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the Contractor Project Manager upon completion of termination of this Agreement.
I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.
BY: DATE: (Employee Signature)
NAME:  (Please Print)  When completed, this form must be maintained on file by CONTRACTOR in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

#### ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official Patrick H. West	
Signature of authorized official Please p	Assistant City Manager 7.77.06
Contractor FY07-08 Attestation Exhibit E (DECEMBED PURSUANT TO SECTION 301 OF THE CITY CHARTER	APPROVED AS TO FORM  July 15 20 09
	ByLINDA TRANG
	DEPLITY CITY ATTORNEY

#### **SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

# SafeDSurrendered



No shame. No blame. No names

In Los Angeles County: 1-877-EACY SAFE • 1-977-222-972:

www.companima.com



# Safely Surrendered What he said

Carbinite of the five contention of the content of some content of some content of the content o

personal de la comita y comercia de la comercia del comercia del comercia de la comercia del la comercia de la comercia del la comercia de la comercia del la comercia d

and the second control

#### How does it work?

A discressed tagget who is unable or ministricia de cure foi a buter can logally. municipality and safety surrender a taly which directly; (72 hours) ef Wilk. The biby must be backled to us standar as a facebied of fire station in Liss Angeles Coons. As long as the beby shows as aga of alress or region. iu name or other information is: required. In case the parent changes far to fire each) at a leter date and wants the Taby Saak, maff will use braceless to help which dien is ask other. One luscatet will be placed on the buby, sod a merching brecally will be given to the parest or effer merceloing sight.

#### What it a parent wants the buby back?

Parenti whis change than introde our height the process of scalamiling their haby within 14 days. These parents should call the Los Argeles County Department of Children and Family histories at 1-800-540-6000.

#### Can only a parent being in the baby?

No. While in many cases a parent will bring in the baby, the Law allows other people to thing in the baby if they have lightly candidy.

#### Does the parent or surrendering adult have to self before bringing in the boby?

No. A persuat it autiondering adult canbring in a baby anytime, 14 hours a day, 7 days a words, as long as the persuit or immembering adult unerenders the baby to suntence while works as the inapital or the restion.

## Does the parent or surreadening adult have to tell anything to the people taking the baby?

No. However, hospital or flee socian perspensed will all the surrendering parcy to fill out a quantizatione designed to gather important medical bistory latformation, which is very usuful as caring for the bolo. The questionnaire includes a stamped cerean mixel-ope and that he seem to see it is a later time.

#### What happens to the haby?

The baby will be examined and given medical ireatment. Lipon release from the hospital social workers instabilished; place the baby in a sife and laying house and looks this adoption process.

#### What happens to the parent or surrendering adult?

Once the patent of entrendeding adult suttendeds the baby to hospital or live station patiential, they may leave a rany unia.

#### Why is California doing this?

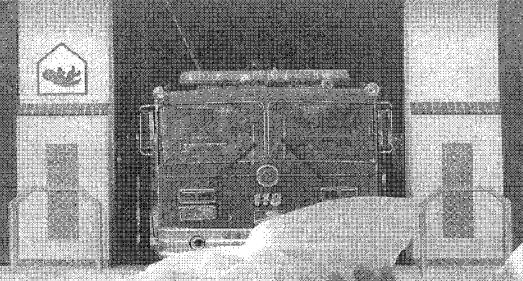
The purpose of the Salely Surrendered Baby Law is so protect believe from being alkindoned hurrior killed by their oseens. You play have heard award indies of biblis late in durapitors or parkita katikiddani. Tijos paratisingy. have been under severe emptional direct. The mother may have higher their preparation familial of what would Nappen if their families found on. Because they were about and had no this or newbers to their fin below they s guidebaidh seidat sedt berobasts belg is diegal and places his baby as estreccie dangen. Top often in kelalis in the baby's death. The Safety Surressiered Buby Law presents that tradigit storie erre fix hospinis vittin in Call fibrally.

#### A babys story

Early in the manning on April 2, 1005, a Scaleby baby toy was cafely surrentified in convey at Planton.

UTA Modical Center. The woman who incorphistic bully to the post of editorial electrics of the baby's atom and stated the baby's mother had saleed her to bring the baby to the isospinal on her babail. The minimal given a branche with a nearbest matching the middle placed on the baby, this would provide some plantification in the week, the covered for minimal about surrentificing the baby and would be octained the baby in the Patilay period allowed by the Law. The same was also provided with a medical enterior and call the world have the medical populate and and back in the stronged setum saveleps provided with a medical enterior and call the world by the fact proteoning beautify and full term. His was placed with a looking family that had been approved to adopt him to the Department of Children and Family Services.

# LOIO Entrega de Bebés Sin Peligio



Los recién nacidos pueden ser entregados en forma segura al personal. de cualquier hospital o cuartel de bomberos del Candado de Los Angeles.

Sin pena. Sin calpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BASY SAFE • 1-877-222-9723

veges ballysatisia on



# $Ley\,de$ Entrega de Bebés :

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Coda rectiri parido e murgo la sperionidad de fener procuedo salvelolde. Si alguien que vistod como en está pensiondo en almodente o no rectira mondo. Informelo que tiene atras apriantes. Hasto eres dias 172 hovas despois del astriniento, se puede entresta un rectir a ando al personal de randiques bespital a canyad de barateros del candado de Los Angeles.

#### zCenio functena?

Bl pide/madré con clificultudes que nopubla o no quient quidu de su toción Backio più de cotregado en Roma legal, confidencial y segure destrá de los mesicias (72 harris) det nocomients: "El kehe debe ser entregado a un emplazido de cualcider. hospical o cuarrel de bomberos del Condudo de Lox Adgetes. Siemper que d'bésé ao. provents region de disers o negligencia, no eri utesselo summetar nembres ai información signat. Si el padre medic tambia de opinión posteriornichte y disea. recuperar a su liché, les embajadores aulitaria branistes para mider vincularior. II bebe Neverkeen begruikse yrg pariedesale o si adulto que lo entregae jesztány mobizszlene égészl

#### ¿Qué pasa si el padre/madre desea recuperar a so babé?

Les padres que contaten de equición pueden comennas el proceso de reclimar a ca reción decreto de ha 14 días. Estos padres debecto llamar al Daparmo emo de Servicios para Niñes y Pamílias (Department of Children and Pamílio Servicio) del Condado de Los Angeleral, 1-800-540-4000.

#### ¿Sólo loz padres podrán flevar al reción hacido?

Dio. Si bien en la mayoria de los cesos son los padres los que lleran al bebé, la ley permite que proxi personas le hagan se tienen sustadar lagal.

#### ¿Los padres o el adulto que entrega al bebe deben llamar antes de llevar al bobe?

No. El panin/mada: o adulto poccis llevar al belió en cualquiar mementas, ha 24 housa del día, ha 7 días de la sentana, ricropus y cuindo assengues a sa belió a sej ampliado del haspiral o cuertel de busallette.

#### ¿Es necesario que el padre/ madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del bospital o caural de bomberos le pedart a la persona que intracque al bebé que lleve un cuissioname con la finalistad de recabar antecedentes medicos importantes, que resultan de gran stilidad para cuidar bien del bebé. El cuestionario incluye un sobje cua el sello postal pegada para miviario en otto memeros.

#### ¿Qué pasara con el bebé?

El helbé sorá examinade y fe helmilación atempini médica; Curndo, le den of alta del hospital, lus realistadoses rociales inmediatamente ablicación al hebé en un hope; segues dunds parans bien accodidos, y a comerciaje el proceso de adopolán.

#### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Lina vez que los padas o adulto hayan entragado al bebé al personal del hospital o caustel de bojoberos, poeden iras en caulquier moniento.

#### ¿Por qué se está haclendo esto en Californio? ?

La finalidad de la Loy de Enreega de Sabés un Peligra es projecto a los bebés para que no state altan donador, hatimadas o mukitos pos sus padies. Ustedi proteblemence him escuebodo historias irágicas sobre beblá abandcinadoren besureros e en beños públicos. Los padres. de esos bebel probablemente havan escudo pasando por dificultades emoclorales graves. Las madas puedon taber ocultado sii tinbaiano, por timor a lo que pasgita și sus families se enteration. Abandonazon a aus beliels, porque tenian missiory, no renian nedk a quen pedir synds. Fi abandano de un trata macido es llegal y pone al bebl en upas mación de peligro rattema. Muy a menualo di abandono produca la puls redel bebit. La Lay de Enrega de Bebés ein Peligio impide que vistiva a suceder esta rragnika en California.

#### Historia de un bebé

A la mañaria terripiano del dia 2 de abril de 2005, se antiggio un reción unación saludable a las enformatas del fraction ACLA Modical Cenars. La mujer que llevá al terrier madida al hespatal se dia a enrocar como la sia del bebó, y dije que la madre le lab in pedido que llevan al Sobi al hospital co su mimbro. La entreparan a la ta un hespatari com en infenero que estabilita con la publica dal bebó esta sentificación identificación se casa de que la recite cambiara de optimón con responso a la timoria del dubé e desidiera recupienció dentre del periodo de 16 dias que permite cens les Tambiara de descrip a la timoria del dubé e desidiera recupienció dentre del periodo de 16 dias que permite cens les Tambiara la diasción a la timoria medica, y alta dio que la materia via enviaria de vuelta dentre del sobre con frança en pagado que la babia diado. El personal médica escapia el bese y se desermino que vestas actualida y a mantina. El hebi fue abrado con una buerra hundia que tra había sum aparta da para adoptario por el Deparamentos de Sarvicios para Lónca y Perodia.

#### CHARITABLE CONTRIBUTIONS CERTIFICATION

City	ty of Long Beach	
Comp	npany Name	
333	33 West Ocean Blvd., Long Beach, CA 90802	
Addre		
Intern	rnal Revenue Service Employer Identification Number	
Califo	fornia Registry of Charitable Trusts "CT" number (if applicable)	
Super	Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to Cali ervision of Trustees and Fundraisers for Charitable Purposes Act which regulate eiving and raising charitable contributions.	fornia's s those
Chec	ck the Certification below that is applicable to your company.	
	Proposer or Contractor has examined its activities and determined that it does receive or raise charitable contributions regulated under California's Supervious and Fundraisers for Charitable Purposes Act. If Proposer engages in a subjecting it to those laws during the term of a County contract, it will timely com them and provide County a copy of its initial registration with the Californi Attorney General's Registry of Charitable Trusts when filed.	ision of ctivities ply with
	OR	
	Proposer or Contractor is registered with the California Registry of Charitable under the CT number listed above and is in compliance with its registratic reporting requirements under California law. Attached is a copy of its most receive with the Registry of Charitable Trusts as required by Title 11 California Control Regulations, sections 300-301 and Government Code sections 12585-12586.  EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.	on and ent filing
	2 IC 12 1 Agangan Vij Managa 1 C 1 2 1	
	Signature Date  Assistant City Manager	
<u>. P</u>	Patrick N West, City Manager	
Nam	me and Title of Signer (please print)  APPROVED AS TO FO	)RM
Contracto	actor Services Agreement (Exhibit G updated 3-27-07)	, 20
	ROBERT E. SHANNON OIT	T
	By	RANG

#### **DEFINITIONS**

The following terms, at used in this Agreement, shall have the following meanings:

- A. "Master Agreement List": means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), have met the minimum qualifications listed in the RFSQ, and have an executed Master Agreement.
- B. "Mental Health Services Act (MHSA) Funds": The MHSA, adopted by the California electorate on November 2, 2004 creates a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health services provided by State and county agencies and requires the development of integrated plans for prevention, innovation, and system of care services.
- C. "Request for Services (RFS)": is a second solicitation process to contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed.
- D. "Request for Statement of Qualifications (RFSQ)": A solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement.
- E. "Statement of Qualification (SOQ)": means a contractor's response to an RFSQ.
- F. "Statement of Work (SOW)": means a written description of services desired by County for a specific Work Order.

#### **DMH Amendment Summary**

LEGAL ENTITY NAME:C	City of Long Beach			_
Contract No.: DMH-02425	Legal Entity No.:	N/A	Amendment No. 2	

#### LIST OF FUNDING SOURCES, PLANS, AND/OR SERVICES

(Please check all applicable funding sources, plans, and/or services for Amendment only.)

	005	
1	CGF	<b>-</b>
_	CGF – Psychiatric Emergency Services (PES)	
2	(NCC)	<del>  </del>
	00F T W 15 11 (15 5 4100)	
3	CGF – Transitional Residential Program (NCC)	-
4	SAMHSA, CFDA #93.958	
	SAMHSA - Child Mental Health Initiative, CFDA	
5	#93.104	
	SAMHSA - Targeted Capacity Expansion,	
6	CFDA #93.243	
7	PATH, CFDA #93.150	
		}
8	CalWORKs – Flex Fund	1
9	CalWORKs - Mental Health Services (MHS)	
	CalWORKs – Community Outreach Services	
10	(COS)	
44	CalWORKs – Families Project – Client Support	
11	Services	
12	CalWORKs – Families Project – MHS & Targeted Case Management	
13	CalWORKs – Families Project - COS	
14	DPSS – GROW	<del> </del>
15	DCFS - AB 2994	+
		-
16	DCFS – Family Preservation	+
17	DCFS – Star View Life Support PHF	
18	DCFS – Independent Living	<del> </del>
10	Dor o independent civing	†
19	DCFS - STOP	
20	DCFS - Medical Hubs	
	DCFS - Basic MH Services - Enhanced	
21	Specialized Foster Care	
	DCFS - Intensive In-Home - Enhanced	
22	Specialized Foster Care	<u>L</u>
	DCFS – Multidisciplinary Assessment Team	
23	(MAT) – Enhanced Specialized Foster Care	<u> </u>
24	DCFS - Wraparound	
	Probation – Substance Abuse/Co-Occurring	
25	Disorder Services	<del>  </del>
	Probation - Neurobehavioral Demonstration	1
26	Pilot Project	<del> </del>
27	Probation – Title IV E Waiver	┼
	Schiff-Cardenas – M.H. Screening, Assessment,	
28	and Treatment (MHSAT)	+
20	Schiff-Cardenas – Multi-Systemic Therapy	
_29	Program (MST)	+
30	ADPA Housing	<u> </u>
	DUG 0.450 UN //4/50	
31	DHS-OAPP HIV/AIDS	_L

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MHSA - Non FSP - Cross-Cutting - Urgent Care  MHSA - Non FSP - Cross-Cutting - Enriched Residential Services  MHSA - Non FSP - Cross-Cutting - One Time Cost  66 MHSA - Family Supportive Services (FSS) 67 MHSA - Wellness Centers - One Time Cost  68 MHSA - Wellness Centers  69 MHSA - Wellness Centers - Client Run 70 MHSA - FCCS - Child - One Time Cost MHSA - FCCS - Child - Client Supportive Services (Flex Funds)  MHSA - FCCS - Child - Mental Health 72 Services  73 MHSA - FCCS - TAY - One Time Cost			
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MHSA – Non FSP - Cross-Cutting – Enriched Residential Services  MHSA – Non FSP - Cross-Cutting – One Time Cost  MHSA – Family Supportive Services (FSS)  MHSA – Wellness Centers – One Time Cost  MHSA – Wellness Centers – Client Run  MHSA – Wellness Centers - Client Run  MHSA – FCCS – Child - One Time Cost  MHSA – FCCS – Child - Client Supportive Services (Flex Funds)  MHSA – FCCS – Child - Mental Health Services  MHSA – FCCS – TAY - One Time Cost		MHSA - Non FSP - Cross-Cutting - Urgent	
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73 MHSA – FCCS – TAY - One Time Cost	70		
	12	<u> </u>	+
	73		
William = 1 Coo = 171 - Client Supportive		MHSA - FCCS - TAY - Client Supportive	
74 Services (Flex Funds)	74	Services (Flex Funds)	

#### **DMH Amendment Summary**

LEGA	AL ENTITY NAME: City of Lo	ong Beach				_
Conti	ract No.: <u>DMH-02425</u>	Legal Entity No.: <u>N/A</u>		Ameno	lment No2	
				MHSA - FCCS -	- TAY - Mental He	alth
32	DHS Dual Diagnosis		75	Services		
33	DHS Social Model Recovery		76		- Adult - One Time	
34	DHS LAMP		77		- Adult - Client Sur	portive
35	HIV AIDS	77 Services (Flex Funds)  MHSA – FCCS – Adult - Mental Health 78 Services				ealth
36	IDEA (AB 3632 – SEP), CFD	A #84.027	79	Cost	- Older Adult - One	
37	AB3632 – SEP (SB 1807); SE	390	80	Supportive Servi		
20	State Managed Cose Allegati			}	- Older Adult - Mer	ntal Health
38 39	State Managed Care Allocation MHSA – FSP – Child – One T		81	Services		
39	MHSA - FSP - Child - Client		82	MHSA – Jail Linl	kage Services	
40	Services (Flex Funds)	Supportive	83	MHSA — Outres	ch and Engageme	at
41	MHSA – FSP - Child – Menta	Health Services	84	Medi-Cal Health	y Families, or MA	A FFP
42	MHSA - FSP - TAY - One Ti		85	SGF - EPSDT	19 1 411111100, 01 1111 0	```
	MHSA - FSP - TAY - Client S				<del></del>	
43	(Flex Funds)					
	NDING SOURCE(S) lect from Funding Sources listed at	pove for Amendment )	Inc	AMOUNT rease/Decrease	FISCAL YEAR	MCA
	N/A		<del> </del>	N/A		-tt
	E:					· · · · · · · · · · · · · · · · · · ·
(See	Financial Summary(ies) for fun	ding details to MCA.)				
	NDMENT ACTION(S): Amendment makes correcti					
New I	Headquarters' (HQ) Address:				HQ Sup. District	·
					Service Area(s):	
ADD	OR DELETE SERVICE SITE(S	<b>)</b> :				
	Name	Address		Sup. Dist.	Svc. Area(s)	Prov. No.
	4.00.00					
Depu	ty Director: Dennis Murata		<del>.</del>	Lead M	lanager: N/A	

Revised: FY 07-08 Agreement Summary 06-10-08