COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

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

March 2, 2010

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

Dear Supervisors:

APPROVAL OF 117 FUNDING AGREEMENTS FOR THE INFORMATION TECHNOLOGY PLAN OF THE TECHNOLOGICAL NEEDS COMPONENT OF THE MENTAL HEALTH SERVICES ACT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request approval of 117 Funding Agreements for the Contract Provider Technology Project under the Information Technology Plan of the Capital Facilities and Technological Needs Component of the Mental Health Services Act.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health, or his designee, to prepare, sign, and execute 117 funding agreements, substantially similar to Attachment I, for the Contract Provider Technology Project (CPTP) under the Information Technology Plan of the Capital Facilities and Technological Needs Component of the Mental Health Services Act (MHSA), to prepare for, and assist in, the transition of contract providers of mental health services to a fully electronic exchange of information with the Department of Mental Health's (DMH) new Integrated Behavioral Health Information System (IBHIS), effective upon the date of execution through June 30, 2016 for the term with provisions for month-to-month extensions for up to 18 months at the discretion of the Director, at a cumulative total amount of $22,905,982, fully funded by MHSA funds.

2. Authorize the Director of Mental Health, or his designee, to enter into future funding agreements, substantially similar to Attachment I, with new qualified contract providers provided that: 1) approval of County Counsel and the Chief Executive Office (CEO) is obtained prior to any such agreement; and 2) the Director of Mental Health notifies your Board in writing within 30 days after the execution of each agreement.

3. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to these funding agreements, provided that: 1) the County's total payments to each contractor under the agreement do not exceed an increase of 20 percent from the applicable Total Contract Amount (TCA); 2) any such increase is used to reflect program changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel and the CEO is obtained prior to the execution of any such amendment; 5) the parties may, by written amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health notifies your Board within 30 days after the execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the proposed funding agreements will allow DMH to provide MHSA funds to contract providers to acquire sustainable information systems that will allow them to efficiently and effectively interface with DMH, and develop sustainable technology programs that empower the consumers they serve. These funds will support contract providers capacity to: 1) effectively sustain their participation in the delivery of mental health services; and 2) make the transition to an Electronic Health Record (EHR).

MHSA Information Technology funds will be distributed to contract providers for the following types of technology projects:

- EHR System Projects
- Electronic Data Interchange (EDI) Projects
- Consumer/Family Access to Computer Resources Projects
- Personal Health Record Projects
- Online Information Resource Projects
- Telemedicine and other rural/underserved access methods projects
- Pilot Projects to monitor new programs and service outcome improvement
- Data Warehousing/Decision Support Projects
- Imaging/Paper Conversion Projects

Additionally, DMH will support contract provider requests for treatment planning libraries that are consistent with MHSA treatment models, automation of eligibility verification, forms translations, and software and hardware to support e-signatures.

These projects will assist contract providers to transition from a Direct Data Entry (DDE) model of submitting claims and other information to DMH to an EDI model, and implementing other information technology projects consistent with the goals of MHSA. EDI is the automated transfer of data in a specific format from one system to another. With the implementation of the IBHIS, DMH will transition from a centralized consumer information and billing system to a decentralized model. This shift will require contract providers to interact with DMH's IBHIS via EDI transactions. MHSA technology funds will assist contract providers in acquiring information systems appropriate to their business model that will, at a minimum, provide the capability to submit EDI transactions to DMH.

DMH is requesting delegated authority to: 1) enter into future funding agreements with new qualified contract providers; and 2) execute future amendments to these funding agreements.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The total CPTP amount is $22,905,982, fully funded by MHSA funds, and is included in the department's FY 2009-10 Final Budget. There is no increase in net County cost.

The anticipated individual amounts allocated for the 117 funding agreements (cumulative $21,887,040) are listed in Attachment II for each contract provider. In addition, DMH recognizes that the number of contract providers in the local public mental health service provider network may increase over time. Therefore, a reserve of $1,018,942, included within the $22,905,982, of MHSA IT funds has been set aside to support the technology needs of these new contract providers.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 3, 2009, your Board approved the MHSA IT Plan in the amount of $69,770,360 for submission to California Department of Mental Health (CDMH) and on June 19, 2009, CDMH approved the MHSA IT Plan. The CPTP is an umbrella project

encompassing a mix of technology projects within the range of projects identified in the MHSA Capital Facilities and Technological Needs Guidelines released by CDMH on March 18, 2008. The $22,905,982 funding amount for the CPTP represents the remainder of MHSA IT Plan funds after all other projects included in the plan were budgeted.

A provision has been added to these agreements to terminate these agreements immediately if a contractor's legal entity agreement with the County terminates. The County's right to terminate these agreements, in whole or part, requires a 30-day notification to the contractor.

The attached agreement format has been approved as to form and use by County Counsel. The CEO has reviewed the recommended actions. The Chief Information Office (CIO) reviewed the project proposal process and the sample agreement and recommended revisions to the documents were incorporated. CIO determined that a CIO Analysis is not required since DMH is essentially requesting approval to distribute funds to 117 contracts.

CONTRACTING PROCESS

Contract providers were selected through a non-competitive process in which DMH limited distribution of MHSA IT Plan to legal entity Short-Doyle providers, including the Department of Health Services (DHS). Three DHS Medical Centers provide mental health services to both in-patient and out-patient mental health clients; DMH intends to provide MHSA IT Plan funds to DHS at a later date via a Memorandum of Understanding to offset costs DHS will incur to meet IBHIS EDI requirements.

DMH used a fixed increment model to determine the TCA available to each contract provider for technological needs projects. Each eligible contract provider was rank ordered from lowest to highest based on the TCA of their legal entity mental health services agreement executed in July 2007. The minimum funding allocation amount was set at $30,000, judged the minimum amount needed to make meaningful improvements. Funding allocations were increased incrementally based on rank order, at an amount of $2,640 per rank, resulting in a range from $30,000 to $346,800.

IMPACT ON CURRENT SERVICES

Contract providers provide mental health services to approximately 50 percent of consumers served in the DMH system and provide nearly two-thirds of billable services annually. These agreements are essential to provide contract providers with a means to pursue technology improvements to prepare them for implementation of the IBHIS and to support other MHSA activities. Providing a mechanism to support the technology needs of contract providers benefits the entire DMH enterprise by supporting efforts to achieve seamless distribution of services across the enterprise. These agreements represent a prudent investment in a very important part of the DMH mental health services provider network.

Respectfully submitted,

Robin Kay for

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

Reviewed by:

Richard Sanchez

Richard Sanchez
Chief Information Officer

MJS:MM:RG:RK

Attachments (2)

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

ATTACHMENT I

FUNDING AGREEMENT
BY AND BETWEEN

COUNTY OF LOS ANGELES
AND

_____

FOR

TECHNOLOGICAL NEEDS PROJECTS

_____, 2010

FUNDING AGREEMENT
FOR
TECHNOLOGICAL NEEDS PROJECTS

CONTRACTOR:

_____ _____
Contract Number

_____

Business Address: _____

_____

_____ _____
Legal Entity Number

Contractor Headquarters' Supervisorial District _____

Mental Health Service Area(s)_____ OR Countywide _____

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

DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director_____ Lead Manager _____

K: S_____ --or-- U____

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
1.0	APPLICABLE DOCUMENTS	3
2.0	ADMINISTRATION OF AGREEMENT - COUNTY	4
3.0	ADMINISTRATION OF AGREEMENT - CONTRACTOR	6
4.0	DESCRIPTION OF TECHNOLOGICAL NEEDS PROJECT PROPOSAL	6
5.0	TERM OF AGREEMENT	6
6.0	CHANGE NOTICES AND AMENDMENTS	7
7.0	COMPENSATION	10
8.0	BILLING	12
9.0	START-UP FUNDS	12
10.0	INDEMNIFICATION AND INSURANCE	13
11.0	SUBCONTRACTING	20
12.0	RECORDS AND AUDITS	24
13.0	INDEPENDENT STATUS OF CONTRACTOR	25
14.0	GOVERNING LAW, JURISDICTION AND VENUE	26
15.0	COMPLIANCE WITH APPLICABLE LAW	27
16.0	THIRD PARTY BENEFICIARIES	28
17.0	TERMINATION FOR INSOLVENCY	28
18.0	TERMINATION FOR DEFAULT	28
19.0	TERMINATION FOR IMPROPER CONSIDERATION	29
20.0	TERMINATION FOR CONVENIENCE	30
21.0	PURCHASES	30
22.0	SEVERABILITY	32
23.0	CAPTIONS AND PARAGRAPH HEADINGS	32
24.0	ALTERATION OF TERMS	33
25.0	WAIVER	33
26.0	AUTHORIZATION OF WARRANTY	33
27.0	COUNTY'S QUALITY ASSURANCE PLAN	33
28.0	PERFORMANCE STANDARDS AND OUTCOME MEASURES	34
29.0	DISPUTE RESOLUTION PROCEDURE	34
30.0	**[INTENTIONALLY OMITTED]**	36

TABLE OF CONTENTS

PARAGRAPH		PAGE
31.0	DELEGATION AND ASSIGNMENT BY CONTRACTOR	37
32.0	LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS	38
33.0	CONFIDENTIALITY	38
34.0	WARRANTY AGAINST CONTINGENT FEES	39
35.0	COUNTY AUDIT SETTLEMENTS	39
36.0	FAIR LABOR STANDARDS	39
37.0	NONDISCRIMINATION AND AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS	40
38.0	COMPLIANCE WITH JURY SERVICE PROGRAM	42
39.0	EMPLOYMENT ELIGIBILITY VERIFICATION	43
40.0	NOTICE OF DELAYS	44
41.0	CONFLICT OF INTEREST	45
42.0	CONTRACTOR'S OFFICES	46
43.0	VALIDITY	46
44.0	RESTRICTIONS ON LOBBYING	46
45.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMEMPLOYMENT LIST	47
46.0	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	47
47.0	NONDISCRIMINATION IN SERVICES	48
48.0	STAFF PERFORMANCE WHILE UNDER THE INFLUENCE	48
49.0	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	49
50.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	49
51.0	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	50
52.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	50
53.0	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	50
54.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT	51
55.0	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	53

TABLE OF CONTENTS

PARAGRAPH		PAGE
56.0	USE OF RECYCLED-CONTENT PAPER PRODUCTS	54
57.0	SAFELY SURRENDERED BABY LAW	54
58.0	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	55
59.0	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	55
60.0	FORCE MAJEURE	57
61.0	SURVIVAL	58
62.0	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	58
63.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	59
64.0	TITLE OF INTELLECTUAL PROPERTY	59
65.0	NOTICES	60

EXHIBITS

Exhibit A -	Technological Needs Project Proposal
Exhibit B -	Project Status Report
Exhibit C-	Invoice
Exhibit D -	Form of Change Notice
Attachment D-1	Technological Needs Projects Budget Change Worksheet
Exhibit E -	Start-Up Funds Request
Exhibit F -	Contractor Employee Acknowledgement and Confidentiality Agreement
Exhibit G -	Subcontractor Employee Acknowledgement and Confidentiality Agreement
Exhibit H -	Contractor's EEO Certification
Exhibit I -	**[INTENTIONALLY OMITTED]**
Exhibit J -	Safely Surrendered Baby Law
Exhibit K -	Charitable Contributions Certification
Exhibit L -	MHSA Capital Facilities and Technological Needs Guidelines (Incorporated by Reference)

FUNDING AGREEMENT

FOR

TECHNOLOGICAL NEEDS PROJECTS

This Funding Agreement (hereafter "Agreement) is made and entered into this ___ day of _____, 2010, by and between the County of Los Angeles (hereafter "County") and _____ (hereafter "Contractor")

Business Address: _____

_____

_____

RECITALS

WHEREAS, Contractor and County have entered into a written agreement, dated _____, entitled "Department of Mental Health Legal Entity Agreement" and further identified as County Agreement No. _____ including all amendments thereto (hereafter collectively "Legal Entity Agreement"), 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 (WIC) Section 5600 et seq.; and

WHEREAS, the Mental Health Services Act (MHSA), adopted by the California electorate on November 2, 2004, provides funding for services and resources that promote wellness, recovery, and resiliency for adults and older adults with severe mental illness and for children and youth with serious emotional disturbances and their families; and

WHEREAS, State Department of Mental Health has identified two overarching goals for advancing Information Technology – Modernization/Transformation of administrative

information systems to ensure quality of care, parity, operational efficiency, and cost effectiveness and Increasing Client and Family Empowerment and engagement by providing the tools for secure client and family access to health information; and

WHEREAS, a portion of the MHSA funds have been specifically set aside for Capital Facilities and Technological Needs pursuant Welfare and Institutions Code (WIC) Section 5892 (a)(2) to promote the efficient implementation of the MHSA; and

WHEREAS, County received MHSA Capital Facilities and Technological Needs funding to support information technology projects consistent with the goals above, the MHSA Capital Facilities and Technological Needs Guidelines and the General Standards in Section 3320 of the California Code of Regulations governing the MHSA; and

WHEREAS, the MHSA Capital Facilities and Technological Needs Guidelines stipulate that the information technology needs of contract service providers must be considered in the local planning process for determining appropriate local uses for Capital Facilities and Technological Needs funds; and

WHEREAS, County believes that it is in the best interest of the people of the County of Los Angeles to allocate a portion of MHSA Capital Facilities and Technological Needs funding to support Contractor information technology infrastructure projects that advance the development of an Integrated Information Systems Infrastructure for mental health and empower mental health clients and family; and

WHEREAS, in order to fulfill its obligations authorized by the MHSA, County believes it is in the best interest of the people of the County of Los Angeles to provide these Technological Needs Projects by contract; and

WHEREAS, Contractor will use funds provided through this Agreement exclusively for Technological Needs Projects that benefit Los Angeles County residents receiving mental

health services and to empower mental health clients and family; and

WHEREAS, Contractor was selected through a non-competitive process in which DMH limited distribution of MHSA Capital Facilities and Technological Needs Information Technology funds to Legal Entity Short Doyle providers; and

WHEREAS, through a Project Request Process, Contractor has demonstrated the capacity and commitment to complete one or more information technology projects as referenced in this Agreement; and

WHEREAS, all information technology projects included in this Agreement are consistent with the MHSA Information Technology goals referenced above, the MHSA Capital Facilities and Technological Needs Guidelines and the General Standards in Section 3320 of the California Code of Regulations governing the MHSA; and

WHEREAS, Contractor desires to participate in said work described herein.

NOW, THEREFORE, Contractor and County agree as follows:

1.0 APPLICABLE DOCUMENTS: Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to, and Exhibit L not attached to and incorporated herein by reference, 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 - Technological Needs Project Proposal
2. Exhibit B - Project Status Report
3. Exhibit C - Invoice
4. Exhibit D - Form of Change Notice
   Attachment D-1 Technological Needs Projects Budgets Change Worksheet
5. Exhibit E - Start-Up Funds Request

6. Exhibit F - Contractor Employee Acknowledgement and Confidentiality Agreement
7. Exhibit G - Subcontractor Employee Acknowledgement and Confidentiality Agreement
8. Exhibit H - Contractor's EEO Certification
9. Exhibit I - **[INTENTIONALLY OMITTED]**
10. Exhibit J - Safely Surrendered Baby Law
11. Exhibit K - Charitable Contributions Certification
12. Exhibit L - MHSA Capital Facilities and Technological Needs Guidelines (Incorporated by Reference)

2.0 ADMINISTRATION OF AGREEMENT – COUNTY:

2.1 County's Project Director: County's Project Director for this Agreement shall be the following person:

Robert Greenless, Ph.D.
Chief Information Officer
Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor
Los Angeles, CA 90005
Phone: (213) 251-6481
Fax: (213) 736-9360
E-mail: rgreenless@dmh.lacounty.gov

2.1.1 From time to time and any time and subject to the remainder of this Paragraph 2.0, County's Project Director may delegate specific authority and responsibilities (but not all) under this Agreement to a designee, and upon and to the extent of such designation, "County's Project Director" as used herein, shall refer to such designee.

2.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.

2.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.

2.1.4 Except as set forth in Paragraph 6.0 (CHANGE NOTICES AND AMENDMENTS), County's Project Director is not authorized to make any changes in any of

the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.1.5 County's Project Director or such person's authorized designee will have the right at all times to inspect any and all work provided by or on behalf of Contractor pursuant to this Agreement.

2.2 County's Project Manager: County's Project Manager for this Agreement shall be the following person:

Gordon Bunch, M.A.
Project Manager
Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 6th Floor
Los Angeles, CA 90005
Phone: (213) 251-6413
Fax: (213) 736-9360
E-mail: gbunch@dmh.lacounty.gov

2.2.1 County will notify Contractor in writing of any change in the name or address of County's Project Manager.

2.2.2 County's Project Manager will be responsible for ensuring that the technical standards and requirements of this Agreement are met.

2.2.3 Except as set forth in Paragraph 6.0 (CHANGE NOTICES AND AMENDMENTS) County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.2.4 County's Project Manager will advise County's Project Director as to Contractor's performance in areas relating to technical requirements and standards.

2.3 County Personnel: All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby

represents that its Project Plan/Schedule and performance hereunder are premised solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

3.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR:

3.1 Contractor's Project Director: Contractor's Project Director for this Agreement shall be the following person:

3.1.1 Contractor's Project Director shall be a full-time employee of Contractor at all times during such designation.

3.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all work and assuring Contractor's compliance with this Agreement.

3.2 Contractor's Project Manager: Contractor's Project Manager for this Agreement shall be the following person:

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

4.0 DESCRIPTION OF THE TECHNOLOGICAL NEEDS PROJECT PROPOSAL: Contractor shall provide to County a description of each Technological Needs Project Proposal(s) as set forth in Exhibit A (Technological Needs Project Proposal) which is attached hereto and incorporated by reference as though fully set forth herein.

5.0 TERM OF AGREEMENT: The term of this Agreement shall be effective upon the date of execution and shall continue in full force and effect through June 30, 2016.

5.1 The term of this Agreement may be extended by the County's Director of DMH ("Director") beyond the expiration date on a month-to-month basis, for a period of time not to exceed 18 months through December 31, 2017, upon the mutual consent of the parties. All provisions of the Agreement in effect on the date the extension term

commences shall remain in effect for the duration of the extension, including, but not limited to, the Total Compensation Amount (TCA) set forth in Paragraph 7.0 (COMPENSATION).

5.2 Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 65.0 (NOTICES).

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

5.4 Immediate Termination of Agreement: County may terminate this Agreement immediately, if Contractor's Legal Entity Agreement with County terminates. Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon receipt of such "Notice of Immediate Termination."

6.0 CHANGE NOTICES AND AMENDMENTS:

6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth below in this Paragraph 6.0.

6.2 County reserves the right to change any portion of the work required under this Agreement and any other provisions of this Agreement. All such changes shall be

accomplished only as provided in this Paragraph 6.0.

6.3 For any change requested by County or Contractor which does not affect payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by County's Project Director and Contractor's Project Director.

6.4 Except as otherwise provided in this Agreement, for any change requested by County or Contractor which affects the payments, or any terms or conditions included in this Agreement, a negotiated Amendment to this Agreement shall be prepared and executed by the County's Project Director and Contractor's Project Director.

6.5 Notwithstanding any other provision of this Paragraph 6.0, County's Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to shift funds between budget categories for each specified project proposal up to and including fifteen percent (15%) of the total project funding set forth in Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal).

6.6 Notwithstanding any other provision of this Paragraph 6.0, County's Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to shift funds between one or more specific project proposals up to and including fifteen percent (15%) of the total project funding set forth in Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal).

6.7 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to increase one or more specific project proposal(s) up to and including fifteen percent (15%) of total project funding set forth in Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal) without increasing the TCA as set forth in Paragraph 7.0.

6.8 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to decrease one or more specific project proposal(s) up to and including fifteen percent (15%) of total project funding set forth in Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal) without reducing the TCA as set forth in Paragraph 7.0.

6.9 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to add a new Exhibit A (Technological Needs Project Proposal) to the Agreement.

6.10 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to alter the Appendix C (Summary Project Schedule) and the Appendix C-1 (Detail Project Schedule) of the Exhibit A (Technological Needs Project Proposal). Exhibit A (Technological Needs Project Proposal) shall be amended to incorporate the revised project schedule appendices.

6.11 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, to alter the Project Scope as described in the Exhibit 3 (Technological Needs Project Proposal Description) of Exhibit A (Technological Needs Project Proposal). Exhibit A (Technological Needs Project Proposal) shall be amended to incorporate the revised project proposal description exhibit.

6.12 Notwithstanding any other provision of this Paragraph 6.0, County Project Director and Contractor's Project Director may execute an amendment to this Agreement in

the form of a Change Notice, to alter the Project Approach as described in Exhibit 3 (Technological Needs Project Proposal Description) of Exhibit A (Technological Needs Project Proposal). Exhibit A (Technological Needs Project Proposal) shall be amended to incorporate the revised project proposal description exhibit.

6.13 Notwithstanding any other provision of this Paragraph 6.0, changes to the Technological Needs Project Proposal shall only be made upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director, provided that County's Project Director and Contractor's Project Director's agreement to alter the Technological Needs Project Proposal shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 6.4 above.

6.14 Any "Change Notice" proposed or executed by mutual agreement of the parties shall be substantially in the form attached hereto as Exhibit D (Form of Change Notice).

7.0 COMPENSATION:

7.1 In consideration of the performance by Contractor in a manner satisfactory to County of the work described in Exhibit A (Technological Needs Project Proposal), Contractor shall be paid in accordance with Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal).

7.2 The TCA may be greater than the sum of the projects set forth in Exhibit A (Technological Needs Project Proposal).

7.3 The TCA for all work furnished hereunder shall not exceed the sum of _____ DOLLARS ($_____).

7.4 In no event shall County pay Contractor more than _____ _____ DOLLARS ($_____). Payment to Contractor shall be only upon written

approval of the invoice by County's Project Manager or his/her designated representative.

7.5 Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this TCA for Contractor's performance hereunder during the term of this Agreement. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the TCA has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 65.0 (NOTICES).

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

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

8.0 BILLING: To request payment, Contractor shall present to County's Project Manager, monthly/quarterly in arrears, invoices for the work completed for the invoice period, as set forth in Exhibit C (Invoice) of this Agreement.

Contractor shall submit invoices to:

County of Los Angeles
Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor
Los Angeles, CA 90005
Attn: Gordon Bunch, M.A., County's Project Manager

8.1 Approval of Invoices: All invoices submitted by Contractor for payment must have the written approval of County's Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than thirty (30) days from receipt of properly prepared invoices by County.

8.2 Discrepancies: In the event discrepancies are found during the invoice review, County's Project Manager will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable, but no later than forty-five (45) days from the date of receipt of such invoice by County. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges as soon as practicable, but no later than forty-five (45) days of receipt of County's notice of discrepancies and disputed charges. "Discrepancies", as used in this Paragraph 8.2, shall mean the details on the invoice or the receiving report which do not conform to the requirements of this Agreement.

9.0 START-UP FUNDS:

9.1 For each approved Technological Needs Project included in this Agreement, Contractor may receive start-up funds, not to exceed twenty (20%) percent of total project cost. Start-up funds must be requested by Contractor as specified in Exhibit 4 (Budget

Summary) to Exhibit A (Technological Needs Project Proposal) for each Technological Needs Project for which start-up funds are needed. Contractor shall complete and submit Exhibit E (Start-Up Funds Request) to request such funds.

9.2 For each approved Technological Needs Project for which start-up funds are provided, Contractor shall provide monthly/quarterly invoices for expenses incurred. Upon written approval of the invoice by County's Project Director or his/her designated representative, approved expenses incurred will be debited until such funds are fully expended.

9.3 Upon full expenditure of project specific start-up funds, future payments to Contractor will be paid in arrears in accordance with Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal). Payment to Contractor shall be only upon written approval of the invoice by County's Project Director or his/her designated representative.

9.4 Invoices for start-up expenses for any new Technological Needs Projects not included in the original Agreement shall be reimbursed in accordance with Paragraphs 9.2, and 9.3 of this Agreement.

10.0 INDEMNIFICATION AND INSURANCE:

10.1 Indemnification: 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 Agreement.

10.2 General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain

at its own expense insurance coverage satisfying the requirements specified in Paragraphs 10.2 and 10.3 of this Agreement. 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 Agreement. 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 Agreement.

10.2.1 Evidence of Coverage and Notice to County

(i) 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 Agreement.

(ii) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

(iii) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement 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 Agreement. 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.

(iv) 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:

Los Angeles County - Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Ave., 5th 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 Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

10.2.2 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.

10.2.3 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.

10.2.4 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 Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

10.2.5 Insurer 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.

10.2.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, 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.

10.2.7 Waivers of Subrogation

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

10.2.8 Subcontractor Insurance Coverage Requirements

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

10.2.9 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.

10.2.10 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 Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3)

years following Agreement expiration, termination or cancellation.

10.2.11 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.

10.2.12 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.

10.2.13 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.

10.2.14 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.

10.3 Insurance Coverage

10.3.1 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

10.3.2 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 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

10.3.3 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.

10.3.4 Unique Insurance Coverage

(i) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of

abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(ii) 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 $3 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.

(iii) Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

11.0 SUBCONTRACTING:

11.1 No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 11.0. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

11.2.1 The reasons for the particular subcontract.

11.2.2 A detailed description of the work to be provided by the subcontract.

11.2.3 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

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

11.2.5 A copy of the proposed subcontract which shall contain the following provision:

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

11.2.6 A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision:

"The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7.for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later."

Further, the Contractor will also be subject to the examination and audit of the State Auditor, pursuant to the Government Code, Section 8546.7, for a period of seven (7) years

from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, which ever occurs later.

11.2.7 Any other information and/or certifications requested by County.

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

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

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

11.6 In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any

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

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

11.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 11.0 or a blanket consent to any further subcontracting.

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

11.10 Contractor shall deliver to County's Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 11.0, on or immediately after the effective date of this Agreement but in no event later than the date any work is performed under the subcontract.

11.11 In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgement and Confidentiality Agreement (Exhibit G), for each subcontractor's employees performing work under the subcontract. Such Acknowledgements shall be obtained and maintained on file and made available upon request on or immediately after the commencement date of the

particular subcontract but in no event later than the date such employee first performs any work under the subcontract.

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

11.13 County's Project Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 11.0, including, but not limited to, consenting to any subcontracting or the replacement thereof.

12.0 RECORDS AND AUDITS:

12.1 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. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Agreement provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. All such material, including, but not limited to, all financial records, time cards and other employment records and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and other

costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

12.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise specifically regarding this Agreement, then Contractor shall file a copy of such audit report with County's Auditor-Controller and County's Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

12.3 Annual Cost Report: For each Fiscal Year that this Agreement is in effect, Contractor will report, in the Contractor's Legal Entity annual cost report, the eligible project expenditures for the fiscal year period ended June 30. Detailed instructions will be provided at the annual cost report training that is conducted in June of each fiscal year. The annual cost report will be due on September 15 following the end of each fiscal year or within seventy-five (75) days following the expiration or termination date of the Legal Entity Agreement. Eligible work expenditures reported in the legal entity annual cost report should have prior written Program Authorization by the designated County's Project Manager.

12.4 Failure on the part of Contractor to comply with any of the terms of this Paragraph 12.0 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

13.0 INDEPENDENT STATUS OF CONTRACTOR:

13.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The

employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

13.4 Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit F), for each of its employees performing work under this Agreement. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs work under this Agreement.

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

15.0 COMPLIANCE WITH APPLICABLE LAW:

15.1 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 furthermore with all applicable Certification Commission for Healthcare Information Technology (CCHIT) and MHSA Capital Facilities and Technological Needs Guidelines and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

15.2 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.

15.3 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.

15.4 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 work under this Agreement.

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

17.0 TERMINATION FOR INSOLVENCY:

17.1 County may terminate this Agreement immediately in the event of the occurrence of any of the following:

17.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

17.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

17.1.3 The appointment of a Receiver or Trustee for Contractor.

17.1.4 The execution by Contractor of a general assignment for the benefit of creditors.

17.2 The rights and remedies of County provided in this Paragraph 17.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18.0 TERMINATION FOR DEFAULT:

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

18.1.1 If, as determined in the sole judgment of County, Contractor fails to perform or complete any work within the times specified in this Agreement or any extension

thereof as County may authorize in writing; or

18.1.2 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.

18.2 In the event that County terminates this Agreement as provided in Paragraph 18.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods, services and other work, 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 goods, services, and other work.

18.3 The rights and remedies of County provided in this Paragraph 18.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

20.0 TERMINATION FOR CONVENIENCE: The performance of work under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

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

21.0 PURCHASES:

21.1 Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

21.2 Proprietary Interest of County: In accordance with all applicable Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the termination for cause of this Agreement, the

discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

21.3 Inventory Records, Controls and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. Within 90 calendar days following the execution of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. The inventory report shall be prepared by Contractor on a form or forms designated by Director, certified and signed by an authorized officer of Contractor, and two (2) copies thereof shall be delivered to County by September 30 of each Fiscal Year of any change in the inventory that the Agreement is in affect. Within five (5) business days after the expiration or termination of the Agreement, Contractor shall submit to County two (2) copies of the same inventory report updated to the expiration or termination date of the Agreement, certified and signed by an authorized officer of Contractor, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or termination date.

21.4 Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage

or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Contractor shall immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Contractor shall immediately send Director a detailed, written report. Contractor shall contact DMH's Chief Information Office Bureau for instructions for disposition of any such property which is worn out or unusable.

21.5 Disposition of Property in Contractor's Custody: Upon the termination of this Agreement for cause, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by County or its authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, in the same condition as such property was received by Contractor, reasonable wear and tear excepted, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

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

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

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

25.0 WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 25.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

/

28.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES:

28.1 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.

28.2 These Federal, State or County performance standards and/or outcome measures will determine the effectiveness of the MHSA Technological Needs Projects delivered by the Contractor in the following performance standards:

Performance Standards:

- Adherence to MHSA Technological Goals
- Adherence to DMH Baseline Electronic Data Interchange (EDI) Requirements as they are defined and Readiness for the Integrated Behavioral Health Information System (IBHIS)
- Project Delivery on Time and Within Budget
- Realization of Expected Project Benefits

29.0 DISPUTE RESOLUTION PROCEDURE:

29.1 Contractor and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 29.0. Time is of the essence in the resolution of disputes.

29.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder,

except for any performance which County, in its sole discretion, determines should be delayed as a result of such dispute.

29.3 If Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

29.4 If County fails to continue without delay to perform its responsibilities under this Agreement which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

29.5 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Manager for the purpose of endeavoring to resolve such dispute.

29.6 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) working days from the date of submission of the dispute, the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute. These persons shall have ten (10) working days to attempt to resolve the dispute.

29.7 In the event that at these two (2) levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

29.8 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At both levels, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face or by telephone, or in writing by exchange of correspondence.

29.9 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 17.0 (TERMINATION FOR INSOLVENCY), Paragraph 18.0 (TERMINATION FOR DEFAULT), Paragraph 19.0 (TERMINATION FOR IMPROPER CONSIDERATION), Paragraph 20.0 (TERMINATION FOR CONVENIENCE), Paragraph 5.4 (IMMEDIATE TERMINATION OF AGREEMENT), Paragraph 63.0 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraph 33.0 (CONFIDENTIALITY), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

30.0 [INTENTIONALLY OMITTED]

/

31.0 DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

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

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

32.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in this Agreement, County shall reduce work 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.

33.0 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 County information system 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 work 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.

/

34.0 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 this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

35.0 COUNTY AUDIT SETTLEMENTS: If, at any time during or after the term of this Agreement representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the sole option of Director, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Total Compensation Amount identified in Paragraph 7.0 (COMPENSATION).

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

Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

37.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS:

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

37.2 Contractor shall certify to, and comply with, the provisions of Exhibit H (Contractor's EEO Certification).

37.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

37.4 Contractor certifies and agrees that it will deal with its vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

37.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex,

age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

37.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 37.0 when so requested by County.

37.7 If County finds that any of the provisions of this Paragraph 37.0 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may immediately terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

37.8 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

37.9 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under

this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit H (Contractors' EEO Certification).

38.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

38.1 Jury Service Program: This Agreement is subject to the provisions of 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.

38.2 Written Employee Jury Service Policy:

38.2.1 Unless Contractor has demonstrated to 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 Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

38.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with 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 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 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.

38.2.3 If Contractor is not required to comply with the Jury Service Program when this 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. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to 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.

38.2.4 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.

39.0 EMPLOYMENT ELIGIBILITY VERIFICATION:

39.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all

employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

39.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 39.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

40.0 NOTICE OF DELAYS: In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within fifteen (15) days following

such determination), notify County's Project Director in writing, which notice shall specify in reasonable detail: (1) any alleged failure, delay or inadequacy of performance by County and (2) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including, but not limited to, any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred. In the event that Contractor fails to fulfill any of its obligations in a timely manner as a direct result of a failure, delay or inadequacy of performance of any of County's obligations after timely written notice to County by Contractor of such failure, delay or inadequacy of performance, then the date for Contractor's completion of such obligation may be appropriately extended, as determined in the sole discretion of County's Project Director. Contractor shall take all reasonable actions to mitigate or reduce any delays. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance in a timely manner as set forth in this Paragraph 40.0, Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including, but not limited to, as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 40.0 shall not be interpreted or construed as expanding in any manner or to any extent the financial obligations of County under this Agreement.

41.0 CONFLICT OF INTEREST:

41.1 No County employee whose position with County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by

Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

41.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts, which do or could 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, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

42.0 CONTRACTOR'S OFFICES: Contractor's business offices are located at _____ _____. Contractor shall notify in writing Department of Mental Health, Chief Information Office Bureau, 695 South Vermont Avenue, 7th Floor, Los Angeles, California 90005, of any change in its business address at least ten (10) days prior to the effective date thereof. Notice should clearly indicate contract identifiers such as contract title, contract number and County's Project Manager's name.

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

44.0 RESTRICTIONS ON LOBBYING: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code

Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

If any Federal funds are to be used to pay for a portion of Contractor's work under this Agreement, Contractor shall also fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

45.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

46.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to 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.

47.0 NONDISCRIMINATION IN SERVICES:

47.1 Contractor shall not discriminate in the provision of work hereunder because of race, color, religion, national origin, ancestry, sex, age, physical or mental handicap, marital status, sexual orientation or political affiliation in accordance with all applicable requirements of federal and state law. For the purpose of this Paragraph 47.0, discrimination in the provision of work may include, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

47.2 Contractor shall ensure that recipients of work under this Agreement are provided such Work without regard to race, color, religion, national origin, ancestry, sex, age, condition of physical or mental handicap, marital status, sexual orientation, or political affiliation.

48.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use reasonable efforts to ensure that no employee will perform work hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance, whether prescribed or otherwise, which might impair such person's physical or mental performance.

49.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

50.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 49.0 (CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 18.0 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County

Code Chapter 2.202.

51.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department ("CSSD") will supply Contractor with the poster to be used.

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

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

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 53.0 shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

54.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

54.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other Agreements, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements Contractor may have with County.

54.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an Agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a

pattern or practice which negatively reflects on same,(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

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

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

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

54.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or

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

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

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

54.9 These terms shall also apply to any subcontractors of County contractors.

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

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

56.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in the services to be performed by Contractor under this Agreement.

57.0 SAFELY SURRENDERED BABY LAW:

57.1 Notice To Employees Regarding The Safely Surrendered Baby Law

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 J (Safely Surrendered Baby Law) of this Agreement and is also available on Internet at www.babysafela.org for printing purposes.

57.2 Contractor's Acknowledgment Of County's Commitment To The Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. A copy of such poster is set forth in Exhibit J (Safely Surrendered Baby Law). The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

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

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM:

59.1 This Agreement is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following

provisions in Chapter 2.204:

59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

59.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(i) Pay to the County any difference between the Agreement amount and what the County's costs would have been if the contract had been properly awarded;

(ii) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and

(iii) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any Contractor that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action Compliance (OAAC) of this information prior to responding to a solicitation or accepting a

contract award.

60.0 FORCE MAJEURE:

60.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, 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 sub-Contractors), 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").

60.2 Notwithstanding the foregoing, a default by a sub-Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such sub-Contractor, 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 sub-Contractor 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 "sub-Contractor" and "sub-Contractors" mean sub-Contractors at any tier.

60.3 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.

61.0 SURVIVAL:

In addition to any provisions relating to indemnification obligations of any party hereunder, the provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

7.6	No Payment for Services Provided Following Expiration/Termination of Agreement
10.0	Indemnification and Insurance
12.0	Records and Audits
14.0	Governing Law, Jurisdiction and Venue
15.0	Compliance with Applicable Law
17.0	Termination for Insolvency
18.0	Termination for Default
19.0	Termination for Improper Consideration
20.0	Termination for Convenience
22.0	Severability
29.0	Dispute Resolution Procedure
30.0	**[INTENTIONALLY OMITTED]**
35.0	County Audit Settlements
36.0	Fair Labor Standards
37.0	Nondiscrimination and Affirmative Action and Compliance with Civil Rights Laws
39.0	Employment Eligibility Verification
40.0	Notice of Delays

62.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

62.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

62.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the Los Angeles County Code Chapter 2.206.

63.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 62.0 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

64.0 TITLE OF INTELLECTUAL PROPERTY:

County shall be the sole and exclusive owner of all rights, title, and interest , (including, without limitation, any copyrights and other rights in works of authorship, including registered and unregistered copyrights, unpublished works of authorship, moral rights and rights of integrity, trade secrets, know-how, show-how, proprietary information, contract and license rights, all international priority rights, improvements, discoveries, creations and all other forms of intellectual property (collectively, the "Intellectual Property Rights") in any and all software and tools developed by Contractor, or on behalf of Contractor, using MHSA IT funds. As used herein, the term "tools" shall include, but shall not be limited to, questionnaires, interview formats, and surveys developed by Contractor, or on behalf of Contractor, to measure client outcomes or service outcome improvement. County and Contractor agree that County's Intellectual Property Rights in the aforementioned software and/or tools shall include all design concepts, algorithms, programs, documentation, technical materials and all other work product produced by

Contractor, or on behalf of Contractor, using MHSA IT funds. County may waive its Intellectual Property Rights at its sole discretion.

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

If to County:

County of Los Angeles
Department of Mental Health
Contracts Development and Administration Division
550 South Vermont Avenue, 5th Floor
Los Angeles, CA 90020
ATTN:

To County:

County of Los Angeles
Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor
Los Angeles, CA 90005
ATTN: Robert Greenless, Ph.D., Project Director

If to Contractor:

/

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

EXHIBIT A

TECHNOLOGICAL NEEDS PROJECT PROPOSAL

EXHIBIT A includes*:

- Exhibit 3 — Technological Needs Project Proposal Descriptions
- Exhibit 4 — Budget Summary
- Appendix A — Project Risk Assessment
- Appendix C — Summary Project Schedule
- Appendix C-1 — Detail Project Schedule

*In accordance with MHSA Capital Facilities and Technological Needs Guidelines and DMH MHSA IT Plan

Note: The following have been Intentionally Omitted:

- Exhibit 1 — Capital Facilities and Technological Needs Face Sheet
- Exhibit 2 — Technological Needs Assessment
- Appendix B — Proposal Considerations and Clarifications

Exhibit 3 - Technological Needs Project Proposal Description

Project Title: _____ **Consortium (Y/N)** _____

Contract Agency Name: _____ **Legal Entity Number:** _____

Print Name	Signature	Date	Phone
Prepared by:			

Print Name	Signature	Date	Phone
Contract Agency Executive Director			

- ***Please check at least one or more boxes from each group that describes this MHSA Technological Needs Project***

  ☐ New system
  ☐ Extend the number of users of an existing system
  ☐ Extend the functionality of an existing system
  ☐ Supports goal of modernization/transformation
  ☐ Supports goal of consumer and family empowerment

- ***Please indicate the type of MHSA Technological Needs Project***

  - **Electronic Health Record (EHR) System Projects (check all that apply)**
    - ☐ Infrastructure, Security, Privacy
    - ☐ Practice Management
    - ☐ Clinical Data Management
    - ☐ Computerized Provider Order Entry
    - ☐ Full Electronic Health Record (EHR) with Interoperability Components (for example, standard data exchanges with other counties, contract providers, labs, pharmacies)
    - ☐ Electronic Data Interchange (EDI)
  - **Client and Family Empowerment Projects**
    - ☐ Client/Family Access to Computing Resources Projects
    - ☐ Personal Health Record (PHR) System Projects
    - ☐ Online Information Resource Projects (Expansion / Leveraging information sharing services)
  - **Other Technology Needs Projects That Support MHSA Operations**
    - ☐ Telemedicine and other rural/underserved service access methods
    - ☐ Pilot projects to monitor new programs and service outcome improvement
    - ☐ Data Warehousing Projects / Decision Support
    - ☐ Imaging / Paper Conversion Projects
    - ☐ Other

- ***Please Indicate the Technological Needs Project Implementation Approach***

  ☐ Custom Interface/Application *Name of Consultant (if applicable)* _____
  ☐ Commercial Off-The-Shelf (COTS) System *Name of Vendor* _____
  ☐ Application Service Provider (ASP) *Name of Vendor* _____
  ☐ Billing Service/Clearinghouse *Name of Vendor/Service* _____
  ☐ Other _____

FAX forms to: **DMH CIOB** Attn: **CPTT** using the FAX Number: **213-736-9360.**
Email a copy to: CPTT@dmh.lacounty.gov.

1. Project Overview:

1.1. Project Description

Describe the following in separate paragraphs divided by subject headings: 1) Project Purpose; 2) Background; 3) Project Goals and Objectives; 4) Project Scope; 5) Project Justification, and; 6) Project Approach.

For EDI/EHR Projects, the proposal should include a description of any existing software systems in use related to electronic health records/clinical systems, and indicate whether they are currently certified for EDI transactions. For full EHR projects, identify all components that will be added to the system (e.g. Practice Management, Clinical Data Management, etc.).

If this project includes the replacement of any existing application or system functionality that was in place prior to November 2, 2004, please describe the reason for the replacement and describe how the proposed replacement meets the non-supplantation policy as described in DMH Letter No. 05-04 at: http://www.dmh.ca.gov/DMHDocs/docs/letters05/05-04.pdf. If no replacement of existing functionality that was in place prior to November 2, 2004 will occur, please state this assertion in this section of the proposal.

Include information documenting whether the organization has the capability and resources necessary to carry out the proposed project. This should include a description of the agency including the number of employees (internal and contractual), number of service locations and types of services provided. Include a description of the current Information Technology environment including number of staff, project management and implementation experience. Provide a brief description of the IT resources, both internal and contractual, that will be supporting the proposed project.

Describe the organization's client base and indicate whether non-DMH clients are served and what proportion of the client-base are DMH clients. Indicate whether the proposed system supported by MHSA funds will be used exclusively for DMH clients or used to support non-DMH client services.

1.2. Results or Benefits Expected

Describe the results and benefits to be derived from the project. Use separate paragraphs to describe both tangible and intangible benefits. Tangible benefits must be quantifiable and measurable and may be used as performance criteria to measure project success.

Identify critical success factors for the project. For example, critical success factors for an Electronic Health Record project using an Application Service Provider approach would likely include: 1) infrastructure in place to support the ASP; 2) clinician involvement in set-up decisions; 3) thorough testing of the ASP software; 4) completion of data conversion or loading of current client data into the system; 5) completion of staff training on the system; 6) development of a cut-over plan; and 7) network bandwidth assessment. Critical success factors can become major milestones in the project schedule.

1.3. Project Approach

Describe the project approach (such as COTS, ASP, Custom Interface) and how the proposed work will be accomplished. Include factors that might influence the approach and/or schedule. Identify the key project milestones with the planned start and completion dates.

1.4. Project Risks (Complete for High Risk Projects)

Describe the project risks including possible risk mitigation strategies. Please refer to the IT Project Status Report for an example of the Risk and Issue Management report. Also, complete Appendix A – Project Risk Assessment for each project proposal.

1.5. MHSA Goals and Objectives:

Describe how the project meets the MHSA Information Technological goals:

- increase Consumer and Family Empowerment by providing tools for secure access to health information within a wide variety of public and private settings
- modernize and transform clinical and administrative information systems to improve quality of care, operational efficiency and cost effectiveness

Describe how the project will change current operations and/or systems in ways that are consistent with the goals above.

2. Project Management: (Complete for High Risk Projects)

2.1. Scope Management:

Describe the approach to manage project scope, evaluate requests for changes in scope, and approve or deny requests for changes in scope.

2.2. Time Management:

Describe the approach to monitor the project schedule in order to complete the project on time.

2.3. Cost Management:

Describe the approach to monitor project costs against project budget including all expenditures for personnel, hardware, software, contract services and other expenses.

3. Cost:

3.1. Cost Justification:

Describe the use of MHSA funds in each of the project budget categories using separate paragraphs divided by the following subject headings: 1) Personnel; 2) Hardware; 3) Software; 4) Contract Services, and; 5) Other Expenses. Provide as much detail as possible to justify the funding request for each budget category. For example, a description of Personnel costs should include a description of the type of resources needed, how many positions are needed, a description of the role these positions will have on the project, and the anticipated length of their engagement. Hardware costs should include a description of the hardware that will be purchased, why the equipment is needed, whether maintenance is included in the cost, and if

maintenance is included, the estimated maintenance costs should be indicated.

If Start-up funds will be requested, indicate the amount of Start-up funds requested and provide a description of how these funds will be used. Start-up funds may be requested for up to 20% of the total project proposal MHSA amount. Start-up funds may only be requested once per project proposal.

Describe project costs that are not eligible for reimbursement by MHSA IT funds. Non-eligible costs include IT project costs for applications or systems that support services to non-DMH clients or IT project costs for applications or systems that support non-Mental Health Services programs. Describe the proposed allocation methodology to determine project costs to be paid by DMH MHSA IT funds. Project costs that are not eligible for reimbursement by MHSA IT funds and costs that the agency will incur above what the agency's MHSA IT funding allocation will cover should be reflected on Exhibit 4 – Budget Summary, in the section marked "Total Costs B".

Exhibit 4 – Budget Summary is a summary budget form for planning purposes. Each agency will be required to have a detailed budget available for review if requested by the CAPPRC.

For Application Service Provider (ASP) costs, include these costs under contract services rather than software.

3.2. Ongoing Sustainability of System:

Describe the ongoing costs and the approach to maintaining the system after MHSA funds are exhausted.

4. Hardware Considerations:

4.1. Hardware Maintenance:

Describe the approach for establishing maintenance/service agreements for hardware, software, and/or any other equipment purchased using MHSA Technological funds.

4.2. Backup Processing Capability:

Describe the approach for evaluating business needs and determining the appropriate backup processing capabilities of any system(s) purchased using MHSA Technological funds.

5. Software Considerations:

5.1. Availability of necessary security features as defined in DMH standards noted in Appendix B (Enclosure 3, pgs 37 – 41):

Describe the approach to meet, at a minimum, all security standards set forth in Enclosure 3, Appendix B of the MHSA Capital Facilities and Technological Needs Guidelines.

5.2. Ability of the Software to Meet Current Technology Standards or be Modified to Meet Them in the Future:

Describe the approach to ensure that the system software is compliant with all applicable

federal, state, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives including without limitation the Americans with Disabilities Act (ADA), Certification Commission for Healthcare Information Technology (CCHIT), and MHSA Capital Facilities and Technological Guidelines and Regulations.

6. Training and Implementation:

6.1. Process for Implementing the Technology:

Describe the approach for determining appropriate implementation strategies to ensure successful project completion. Describe the proposed implementation approach.

6.2. Process for Training:

Where appropriate, describe the approach for determining appropriate training processes to ensure successful project implementation.

7. Security Planning: (If Project Request is EDI/EHR or Includes PHI)

7.1. Protecting Data Security and Privacy:

Describe the approach for developing and maintaining effective security and privacy policies and procedures. Additionally, describe the approach for ensuring compliance with local, State, and Federal security and privacy laws and regulations as they pertain to each project activity supported by MHSA Technological funds.

7.2. Operational Recovery Planning:

For EDI and EHR projects only, describe the approach to address operational recovery planning.

7.3. Business Continuity Planning:

For EDI and EHR projects only, describe the approach to address business continuity planning.

7.4. State and Federal Laws and Regulations:

Describe the approach to ensure that any technology solution implemented using MHSA Technological funds is compliant with all applicable federal, state, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives including without limitation the Americans with Disabilities Act (ADA), CCHIT, and MHSA Capital Facilities and Technological Guidelines and Regulations. If the approach will be determined at a later date during project planning, a statement must be made in this section ensuring intent to comply with the above.

FAX forms to: **DMH CIOB** Attn: **CPTT** using the FAX Number: **213-736-9360.**
Email a copy to: CPTT@dmh.lacounty.gov.

Exhibit 4 – Budget Summary
For Technological Needs Project Proposal
(List in Whole Dollars)

Project Title: _____ **Consortium (Y/N)** ____

Contract Agency Name: _____ **Legal Entity Number:** _____

Category	Fiscal Year 1 (a) ___-___	Fiscal Year 1 Start-up* (b)	Fiscal Year 1 Adjusted (a-b)=c	Fiscal Year 2 (d) ___-___	Fiscal Year 3 (e) ___-___	Fiscal Year 4 (f) ___-___	Total Project Costs (a+d+e+f)
Personnel							
Total Staff (Salaries & Benefits)							
Hardware							
Total Hardware							
Software							
Total Software							
Contract Services (list services to be provided)							
Total Contract Services							
Other Expenses (Describe)							
Total Other Expenses							
Total Costs (A)							
Total Costs (B) **							
NOTE: (If requesting project start-up costs, please describe the reason for the request in project proposal Section 3.1 "Cost Justification".)							

* To calculate maximum allowable start-up {(a+d+e+f) X 0.20 = maximum start-up}. Once calculated distribute start-up funds in column Fiscal Year 1 (b) in the budget categories where start-up funds are needed. You may request less than the maximum allowable, but you may not exceed the maximum allowable start-up. Start-up funds will be awarded one-time-only per project.
** For projects providing services to multiple program clients (e.g. Mental Health and Alcohol and Drug Program clients) attach a description of estimated benefits and Project costs allocated to programs other than Mental Health.

FAX forms to: **DMH CIOB** Attn: **CPTT** using the FAX Number: **213-736-9360.**
Email a copy to: CPTT@dmh.lacounty.gov

Appendix A: Project Risk Assessment

Project Title:_____ **Consortium (Y/N)** _____

Contract Agency Name:_____ **LE Number:**_____

			*Score **NA** if category is not applicable	
Category		Factor	Rating	Score*
Estimated Cost of Project		Over $400,000	6	
		Over $200,000	5	
		Over $100,000	2	
		Under $100,000	1	
Project Manager Experience				
Like Projects completed in a "key staff" role		None	3	
		One	2	
		Two or More	1	
Team Experience				
Like Projects Completed by at least 75% of Key Staff		None	3	
		One	2	
		Two or More	1	
Elements of Project Type				
Hardware	New Install	Local Desktop/Server	1	
		Distributed/Enterprise Server	3	
	Update/Upgrade	Local Desktop/Server	1	
		Distributed/Enterprise Server	2	
	Infrastructure	Local Network Cabling	1	
		Distributed Network	2	
		Data Center/Network Operations Center	3	
Software	Custom Development-		5	
	Application Service Provider		1	
	COTS* Installation	"Off-the-Shelf"	1	
		Modified COTS	3	
	Number of Users	Over 300	5	
		Over 100	3	
		Over 20	2	
		Under 20	1	
*Commercial Off-The-Shelf Software	Architecture	Browser/thin client based	1	
		Two-Tier (client / server)	2	
		Multi-Tier (client & web, database, application, etc. servers)	3	
TOTAL SCORE				

Total Score	Project Risk Rating	check applicable rating (√)
25 – 31	High	
16 – 24	Medium	
8 – 15	Low	

Summary Project Schedule
For Technological Needs Project Proposal

Appendix C

Project Title: _____ **Consortium (Y/N):** ___

Contract Agency Name: _____ **Legal Entity Number:** _____

ID Number	Summary Task/Milestone Name	Duration in Days	Original Start	Revised Start	Original Completion	Revised Completion

Detail Project Schedule
For Technological Needs Project Proposal

Appendix C-1

Project Title: _____ **Consortium (Y/N):** ___

Contract Agency Name: _____ **Legal Entity Number:** _____

ID Number	Task Name	Duration in Days	Original Start	Revised Start	Original Completion	Revised Completion

EXHIBIT B

PROJECT STATUS REPORT

EXHIBIT B

County of Los Angeles
Department of Mental Health
Quarterly Project Status Report
For an MHSA-Funded IT Project

PROJECT INFORMATION		
Project Name:		**DMH Project ID #:**
Contractor's Executive Sponsor: **Title:**		**Contract Agency Name:** **Legal Entity #:**
Project Status ☐ On Schedule ☐ Ahead of Schedule ☐ Behind Schedule	**Budget Status** ☐ Within Approved Budget ☐ Over Budget	**Report for Quarter Ending:** mm/dd/yy **Project Start Date:** mm/dd/yy **Project End Date:**
MHSA IT Project Contact Person's Name: **Telephone Number:** **E-mail Address:**		
Project Objectives:		
Consortium Agencies (If applicable):		

MAJOR MILESTONE STATUS							
Task / Milestone	**Original Start**	**Revised Start**	**Actual Start**	**Original Completion**	**Revised Completion**	**Actual Completion**	**Status**

TOTAL PROJECT BUDGET INFORMATION (MHSA Funding Only)		
Category	**Budgeted Costs**	**Actual Costs to Date**
Personnel (Salaries & Benefits)	$ 0	$ 0
Hardware	$ 0	$ 0
Software	$ 0	$ 0
Contract Services	$ 0	$ 0
Other Expenses	$ 0	$ 0
Total Project Costs	**$ 0**	**$ 0**

STATUS / MAJOR ACCOMPLISHMENTS / SCHEDULED ACTIVITIES / ISSUES

STATUS

-

ACCOMPLISHMENTS

-

SCHEDULED ACTIVITIES FOR THE NEXT THREE MONTHS

-

ISSUES

-

RISK MANAGEMENT

Risk Report

(Please Provide the Risk Log Along with Mitigation, Contingency Plan for each High Priority Short Term Risk)

ID	Risk (Describe The Risk In Simple Terms; Provide Any Details In Additional Comment Sheets.)	Probability	Impact	Timeframe	Response	Escalated To DMH

Explanation Of Entries

- **Probability And Impact Are Based On Three (3) Possible Entries:** High (H), Medium (M), Low (L)
- **Timeframe, Estimation Of How Long The Risk Will Be Relevant:** Short Term (S) <3 months, Medium Term (M) 3 to 6 months, Long Term (L) >6 months
- **Response:** Possible actions are Mitigate, Watch, or Accept whereby you can either fix the risk through mitigation, watch it to see how it develops, or accept the risk because it is not likely to occur or has minimal impact
- **Escalated to County DMH:** Yes or No

List Of Risks That You Might Want To Consider

1. Lack of Clearly-Defined Project Objectives and Business Processes
2. Lack of Clearly Defined Roles and Responsibilities for Stakeholders and Team Members
3. No Project Steering Committee Established
4. Required Funds and Resources are not available in a Timely Manner
5. Lack of Subject Matter Experts with Availability To Share Knowledge in a Timely Manner with The Project Team
6. Lack of Well Defined Requirements or Requirements that are not Finalized
7. Lack of Project Management Methodology and Change Management Process
8. Lack of Knowledge on Technologies Being Used and Stability of Technologies Being Used
9. No Proven Vendor Product (If Package Solution)
10. Excessive Changes after the Completion of the Requirements Phase
11. Lack of User Group Involvement and Buy-In Throughout The Project
12. No Provision for Appropriate Training

Post Implementation Evaluation Report

Please Include The Following Sections In Your Final Status Report

OBJECTIVES ACHIEVED
Describe the Achieved Objectives in Comparison to the Objectives Listed in the Project Description Section 1.1 of Exhibit 3. Also describe the User and Management Acceptance of the Completed Project. •

LESSONS LEARNED
Describe Lessons Learned, Best Practices used for the project, any Notable Occurrences, or Factors that contributed to the project's success or problems, or other information, which could be helpful during future project efforts. Describe Problems that were Encountered and How they were Overcome. •

CORRECTIVE ACTIONS
Note: *This section must be included when the project is deemed to be a Limited Success or Failure, or when there are Significant Differences between Project Expectations and Project Results.* *If this condition applies,* ***summarize alternatives for improving the outcome.*** •

NEXT STEPS
Describe if the project has any Future Phases or Enhancements; or will it be in Maintenance Phase. •

Contract Agency Approvals

Signature	Date	Phone
Prepared By		

Signature	Date	Phone
Contract Agency Executive Director		

Please send the **Signed Original** to the following address:

County of Los Angeles
Department of Mental Health
Chief Information Office Bureau (CIOB)
Attn: Robert Greenless, Ph.D.
695 South Vermont Avenue
Los Angeles, CA 90005

Additionally, please E-mail a **Soft Copy** to:
CPTT@dmh.lacounty.gov

EXHIBIT C

INVOICE

EXHIBIT C

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
FUNDING AGREEMENT FOR TECHNOLOGICAL NEEDS PROJECT

INVOICE

DMH INVOICE NO. (DMH Use Only)	INVOICE DATE:	CONTRACTOR INVOICE NO.
_____	_____	_____

INVOICE PERIOD:

	Fiscal Year	From:	To:
Monthly			
☐ Month/Date	_____		
Quarterly			
☐ Jan.-Mar.	_____		
☐ Apr.-Jun.	_____		
☐ Jul.-Sept.	_____		
☐ Oct.-Dec.	_____		

PROJECT NAME: _____

Project ID No. _____
Contract No. _____
Legal Entity No. _____

Final Invoice ☐ **(check if final)**

SUBMIT TO:
County of Los Angeles
Department of Mental Health
Chief Information Office Bureau
695 S. Vermont Avenue, 7th Floor
Los Angeles, CA 90005
Attn: County's Project Manager

CONTRACTOR REMITTANCE INFORMATION:
Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____
Contractor's Project Director: _____

INSTRUCTIONS:
- Complete the following listed below in accordance with Exhibit A (Technological Needs Project Proposal).
- Attach supporting documentation and receipts for work performed, purchases and/or other expenses.
- All amounts are to be entered in dollars and cents (i.e., $1,234.56).

1. Description of work performed during the invoice period.

2. **Invoice Amount by Budget Category:**
   - Personnel _____
   - Hardware _____
   - Software _____
   - Contract Services _____
   - Other Expenses _____
   - Start-up Costs _____
3. **Total Invoice Amount:** _____
4. Cumulative Amount Invoiced to Date: _____
5. Projected Remaining MHSA Project Costs: _____

Contractor's Project Director **Signature**: _____ Date: _____

County's Project Manager **Signature**: _____ Date: _____

County's Project Director **Signature**: _____ Date: _____

DMH USE ONLY

APPROVED ☐ **DENIED** ☐ If denied, state reason: _____

(Please attach additional sheets as needed)

EXHIBIT D

FORM OF CHANGE NOTICE

EXHIBIT D

LOS ANGELES COUNTY - DEPARTMENT OF MENTAL HEALTH
FUNDING AGREEMENT FOR TECHNOLOGICAL NEEDS PROJECT

FORM OF CHANGE NOTICE

REQUEST DATE:	**DMH CONTROL NO. (DMH Use Only)**

REQUESTOR INFORMATION:

Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____
Contractor's Project Director: _____

PROJECT NAME: _____

Project ID No. _____
Contract No. _____
Legal Entity No. _____

INSTRUCTIONS:

Requestor must include all information as set forth in Agreement Paragraph 6.0 (Change Notices and Amendments). Please check applicable boxes; provide a brief description and attach revised documents.

1. **Shift of project funds up to 15% of original project budget:**

☐ Between budget categories within a single project ☐ Other

☐ Between approved project and one or more approved project(s)

Description: _____

2. **Change project budget within 15% of original project budget. Total Compensation Amount (TCA) remains the same and funds are not shifting to other approved project(s):**

☐ Increase project budget ☐ Other

☐ Decrease project budget

Description: _____

	Original Budget	**Revised Budget**	**Percent of Change**
Project Budget Change:			

3. **Add or Modify Technological Needs Project Proposal (Exhibit A):**

☐ Add a new Project ☐ Modify Project schedule

☐ Modify Project scope ☐ Modify Project approach

Description: _____

Signature Section			
Contractor's Project Director **Signature**:		Date:	
County's Project Manager **Signature**:		Date:	
County's Project Director **Signature**:		Date:	

DMH USE ONLY

APPROVED ☐ **DENIED** ☐ If denied, state reason: _____

Requestor shall submit the Change Notice to County's Project Manager. County's Project Manager shall assign a DMH Control Number to track the Change Notice. All outstanding Change Notices shall be reviewed on a regular basis by the County's Project Director.

TECHNOLOGICAL NEEDS PROJECTS BUDGET CHANGE WORKSHEET
SUMMARY PAGE

Legal Entity: _____ **Contract No.:** _____

Project Name: _____ **Project No.:** _____

	First Budget Modification			Second Budget Modification			Third Budget Modification			Fourth Budget Modification		
Project Name	Baseline	Change	First Revision	First Revision	Change	Second Revision	Second Revision	Change	Third Revision	Third Revision	Change	Fourth Revision
[Insert Project 1 Name]	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
[Insert Project 2 Name]	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
[Insert Project 3 Name]	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
[Insert Project 4 Name]	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
[Insert Project 5 Name]	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
[Insert Project 6 Name]	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total (A)	$0	$0.00	$0	$0	$0.00	$0	$0	$0.00	$0	$0	$0.00	$0
Percent Change		#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!	
Total MHSA	$0	#DIV/0!	$0	$0	#DIV/0!	$0	$0	#DIV/0!	$0	$0	#DIV/0!	$0

TECHNOLOGICAL NEEDS PROJECTS BUDGET CHANGE WORKSHEET

PROJECT NO. 1

Legal Entity: _____ **Contract No.:** _____

Project Name: _____ **Project No.:** _____

Format Dollars in Whole Dollars Only (e.g. $2,541 = two-thousand five-hundred forty-one)

	First Budget Modification			Second Budget Modification			Third Budget Modification			Fourth Budget Modification		
	Baseline	Change	First Revision	First Revision	Change	Second Revision	Second Revision	Change	Third Revision	Third Revision	Change	Fourth Revision
Personnel		0			0			0			0	
Hardware		0			0			0			0	
Software		0			0			0			0	
Contractual		0			0			0			0	
Other Exp		0			0			0			0	
Total (A)	$0		$0	$0		$	$0		$	$0		$0
Within Project Change		#DIV/0!	#DIV/0!		#DIV/0!	0		#DIV/0!	0		#DIV/0!	#DIV/0!
Between Proj. Change		0.00%	OK		0.00%	#DIV/0!		0.00%	#DIV/0!		0.00%	OK
Total MHSA	$0		$0	$0		$0	$0		$0	$0		$0

Maximum amount of baseline budget that can be redirected within project budget categories or shifted to another project: $0.00

TECHNOLOGICAL NEEDS PROJECTS BUDGET CHANGE WORKSHEET

PROJECT NO. 2

Legal Entity: _____ **Contract No.:** _____

Project Name: _____ **Project No.:** _____

Format Dollars in Whole Dollars Only (e.g. $2,541 = two-thousand five-hundred forty-one)

	First Budget Modification			Second Budget Modification			Third Budget Modification			Fourth Budget Modification		
	Baseline	Change	First Revision	First Revision	Change	Second Revision	Second Revision	Change	Third Revision	Third Revision	Change	Fourth Revision
Personnel		0			0			0			0	
Hardware		0			0			0			0	
Software		0			0			0			0	
Contractual		0			0			0			0	
Other Exp		0			0			0			0	
Total (A)	$0		$0	$0		$	$0		$	$0		$0
Within Project Change		#DIV/0!	#DIV/0!		#DIV/0!	0		#DIV/0!	0		#DIV/0!	#DIV/0!
Between Proj. Change		0.00%	OK		0.00%	#DIV/0!		0.00%	#DIV/0!		0.00%	OK
Total MHSA	$0		$0	$0		$0	$0		$0	$0		$0

Maximum amount of baseline budget that can be redirected within project budget categories or shifted to another project: **$0.00**

TECHNOLOGICAL NEEDS PROJECTS BUDGET CHANGE WORKSHEET

PROJECT NO. 3

Legal Entity: _____ **Contract No.:** _____

Project Name: _____ **Project No.:** _____

Format Dollars in Whole Dollars Only (e.g. $2,541 = two-thousand five-hundred forty-one)

	First Budget Modification			Second Budget Modification			Third Budget Modification			Fourth Budget Modification		
	Baseline	Change	First Revision	First Revision	Change	Second Revision	Second Revision	Change	Third Revision	Third Revision	Change	Fourth Revision
Personnel		0			0			0			0	
Hardware		0			0			0			0	
Software		0			0			0			0	
Contractual		0			0			0			0	
Other Exp		0			0			0			0	
Total (A)	$0		$0	$0		$	$0		$	$0		$0
Within Project Change		#DIV/0!	#DIV/0!		#DIV/0!	0		#DIV/0!	0		#DIV/0!	#DIV/0!
Between Proj. Change		0.00%	Ok		0.00%	#DIV/0!		0.00%	#DIV/0!		0.00%	Ok
Total MHSA	$0		$0	$0		$0	$0		$0	$0		$0

Maximum amount of baseline budget that can be redirected within project budget categories or shifted to another project: $0.00

TECHNOLOGICAL NEEDS PROJECTS BUDGET CHANGE WORKSHEET

PROJECT NO. 4

Legal Entity: _____ **Contract No.:** _____

Project Name: _____ **Project No.:** _____

Format Dollars in Whole Dollars Only (e.g. $2,541 = two-thousand five-hundred forty-one)

	First Budget Modification			Second Budget Modification			Third Budget Modification			Fourth Budget Modification		
	Baseline	Change	First Revision	First Revision	Change	Second Revision	Second Revision	Change	Third Revision	Third Revision	Change	Fourth Revision
Personnel		0			0			0			0	
Hardware		0			0			0			0	
Software		0			0			0			0	
Contractual		0			0			0			0	
Other Exp		0			0			0			0	
Total (A)	$0		$0	$0		$	$0		$	$0		$0
Within Project Change		#DIV/0!	#DIV/0!		#DIV/0!	0		#DIV/0!	0		#DIV/0!	#DIV/0!
Between Proj. Change		0.00%	OK		0.00%	#DIV/0!		0.00%	#DIV/0!		0.00%	OK
Total MHSA	$0		$0	$0		$0	$0		$0	$0		$0

Maximum amount of baseline budget that can be redirected within project budget categories or shifted to another project: $0.00

EXHIBIT E

START-UP FUNDS REQUEST

EXHIBIT E

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
FUNDING AGREEMENT FOR TECHNOLOGICAL NEEDS PROJECT

START-UP FUNDS REQUEST

REQUEST DATE:	PROJECT START DATE:	DMH INVOICE NO. (DMH Use Only)
_____	_____	_____

SUBMIT TO:
County of Los Angeles
Department of Mental Health
Chief Information Office Bureau
695 S. Vermont Avenue, 7th Floor
Los Angeles, CA 90005
Attn: County's Project Manager

Project Name: _____

Project ID No. _____
Contract No. _____
Legal Entity No. _____

CONTRACTOR REMITTANCE INFORMATION:

Name: _____
Address: _____
City, State, Zip: _____
Phone: _____ Email: _____
Contractor's Project Director: _____

INSTRUCTIONS: Complete the information below, please enter the amount in dollars and cents (i.e., $1,234.56).

1. Project Start-up Funds Amount: _____
2. Total Project Budget Amount: _____
3. Brief explanation of how these funds will be used for the project:

_____

Contractor's Project Director **Signature**: _____ Date: _____

County's Project Manager **Signature**: _____ Date: _____

County's Project Director **Signature**: _____ Date: _____

DMH USE ONLY

APPROVED ☐ **DENIED** ☐ If denied, state reason: _____

(Please attach additional sheets as needed)

EXHIBIT F

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT F

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME_____

CONTRACT NUMBER_____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that I am an employee of _____, and that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. Although _____ has an Agreement with the County to provide Contractor services, I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

EMPLOYEE CONFIDENTIALITY AGREEMENT:

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

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work in connection with the _____ Agreement with the County. I agree to forward all requests for the release of any data or information received by me to the Contractor's Project Manager.

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY 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's 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's 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.

Revised (5/17/05)

EXHIBIT G

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT G

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

SUBCONTRACTOR NAME_____

CONTRACT NUMBER_____

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that I am an employee of _____, and that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. Although _____ has an Agreement with the County to provide Contractor services, I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

SUBCONTRACTOR EMPLOYEE CONFIDENTIALITY AGREEMENT:

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

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work in connection with the _____ Agreement with the County. I agree to forward all requests for the release of any data or information received by me to the Subcontractor's Project Manager.

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

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY 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 Subcontractor's 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 Subcontractor's 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 Subcontractor in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

Revised (5/17/05)

EXHIBIT H

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT H

CONTRACTOR'S EEO CERTIFICATION

Contractor Name: _____

Address _____

Internal Revenue Service Employer Identification Number _____

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐ No ☐
2.	Contractor periodically conducts a self-analysis or utilization analysis of its work force.	Yes ☐ No ☐
3.	Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐ No ☐
4.	When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐ No ☐

Authorized Official's Printed Name and Title _____

Authorized Official's Signature _____ Date _____

EXHIBIT I

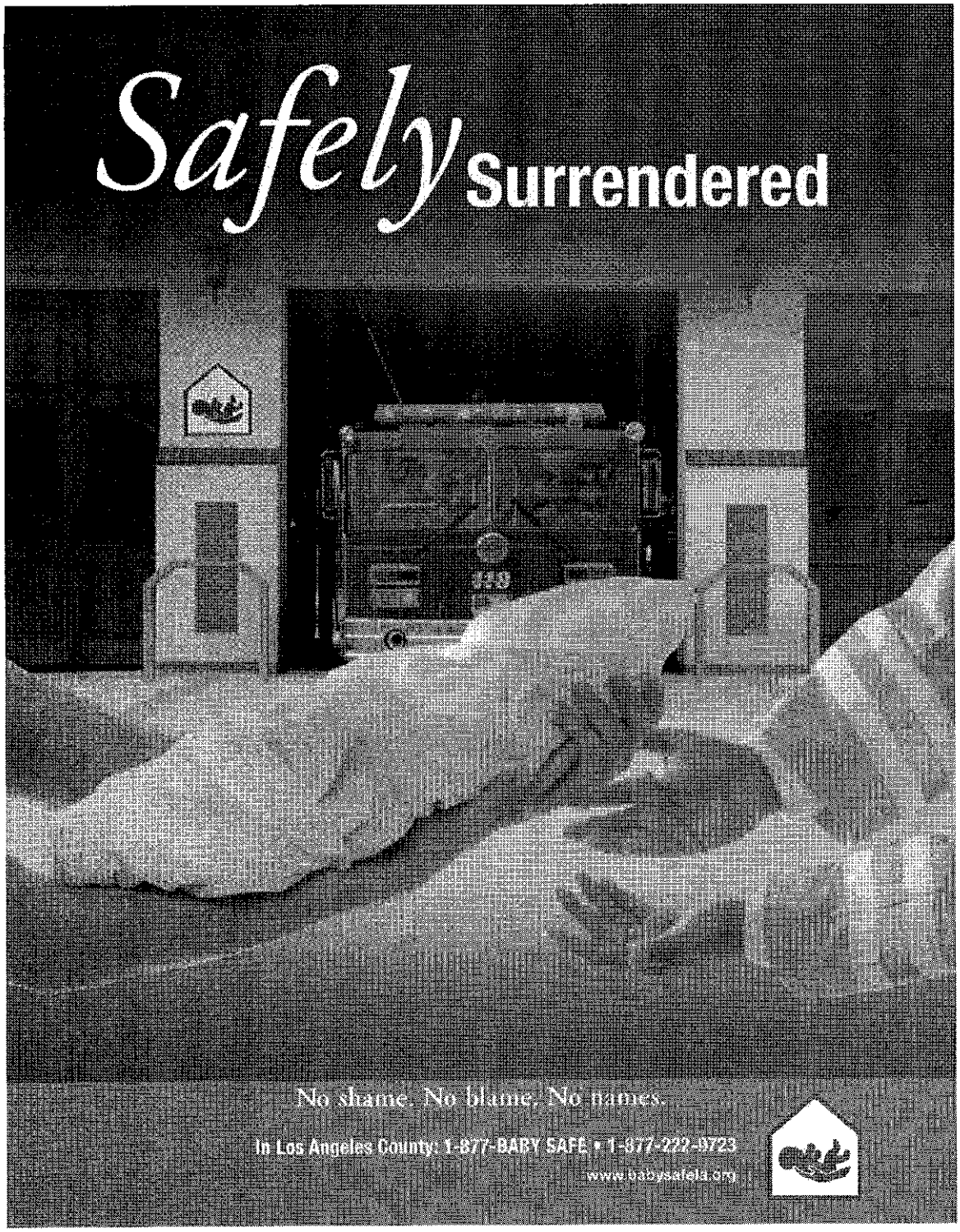
[INTENTIONALLY OMITTED]

EXHIBIT J

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby, as long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

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

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

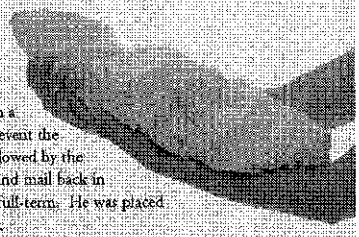
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

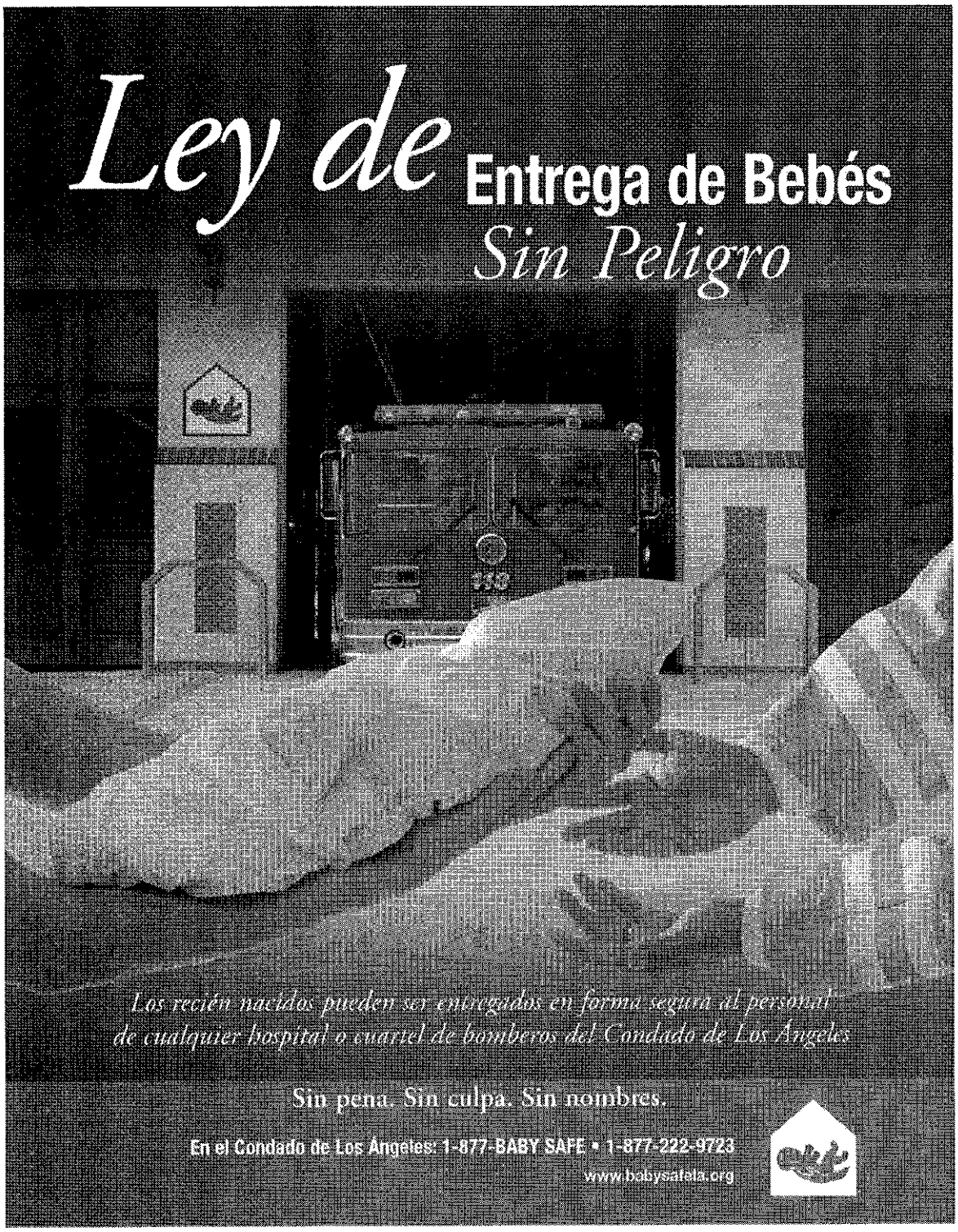
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000.**

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

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

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (Official Name, Official Title)

Please print

EXHIBIT L

MHSA CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS GUIDELINES

[Exhibit L is incorporated herein by reference]

Legal Entity	Legal Entity Name	Amount of Distribution
00256	1736 Family Crisis Center	$48,480
00177	Alcott Center for Mental Health Services	$140,880
00173	ALMA Family Services	$257,040
00180	Amanecer Community Counseling Services, Inc.	$262,320
00409	ASC Treatment Group (The Anne Sippi Clinic)	$127,680
01167	Asian American Drug Abuse Program, Inc.	$80,160
00274	B.R.I.D.G.E.S	$180,480
00175	Barbour and Floyd Medical Associates	$159,360
01150	Behavioral Health Services, Inc.	$77,520
00860	Bienvenidos Children's Center, Inc.	$222,720
01149	California Hispanic Commission, Inc.	$196,320
01192	California Institute of Health and Social Services, Inc. dba Alafia Mental Health Institute	$151,440
01285	Catholic Healthcare West dba California Hospital Medical Center	$85,440
00178	Cedars-Sinai Medical Center (Thalians)	$130,320
01209	Center for Integrated Family and Health Services	$109,200
00210	Child and Family Center (Santa Clarita Valley Child)	$280,800
00207	Child and Family Guidance Center (SFV)	$325,680
00783	ChildNet Youth and Family Services, Inc.	$267,600
00668	Children's Bureau of Southern California	$283,440
00179	Childrens Hospital Los Angeles	$307,200
00591	Children's Institute Inc.	$309,840
00322	City of Gardena	$30,000
00327	Clontarf Manor, Inc.	$101,280
00181	Community Family Guidance Center (Fam Youth & Stars)	$235,920
00779	Counseling and Research Associates, Inc. dba Masada Homes	$278,160
00694	Counseling4Kids (Childreach)	$233,280
01227	David & Margaret Home, Inc.	$135,600
00183	Didi Hirsch Psychiatric Service	$323,040
01181	Drew Child Development Corporation	$154,080
00184	Dubnoff Center for Child Development	$191,040
00778	D'Veal Corporation dba D'Veal Family and Youth Services	$246,480
00185	El Centro de Amistad, Inc.	$169,920
01250	El Centro del Pueblo, Inc.	$64,320
01311	Emotional Health Association dba SHARE! The Self-Help and Recovery Exchange	$53,760
00188	ENKI Health and Research Systems, Inc.(Children and Youth)	$333,600
00995	Ettie Lee Homes, Inc.	$177,840
01567	Exceptional Children's Foundation	$74,880
00527	Exodus Recovery, Inc.	$272,880
00120	FamiliesFirst Inc.	$228,000
00647	Five Acres - The Boys' & Girls' Aid Society of Los Angeles County	$301,920
00870	Florence Crittenton Services of Orange County, Inc.	$188,400
00724	Foothill Family Service	$288,720
00300	For The Child, Inc. (Cedar House Inc.)	$114,480
00190	Gateways Hospital and Mental Health Center	$317,760
00174	Hamburger Home (Aviva Center)	$251,760
00192	Hathaway-Sycamores Child and Family Services	$341,520
00193	Health Research Association (dba USC Satellite Housing Program)	$45,840
00209	Health View, Inc. (San Pedro Residential Center)	$88,080
01232	Helpline Youth Counseling, Inc.	$35,280
00965	Heritage Clinic and The Community Assistance Program for Seniors dba Geronet	$175,200

Legal Entity	Legal Entity Name	Amount of Distribution
00321	Hillsides Home for Children (The Church Home for Children)	$299,280
00194	Hillview Mental Health Center, Inc.	$291,360
00508	Homes for Life Foundation	$148,800
00699	Institute for Multicultural Counseling & Education Services, Inc. (I.M.C.E.S.)	$143,520
00171	Institute for the Redesign of Learning dba Almansor Center	$286,080
00195	Intercommunity Child Guidance Center	$230,640
01521	Jewish Family Service of Los Angeles	$103,920
00197	Kedren Community Health Center, Inc.	$336,240
00326	Koreatown Youth and Community Center, Inc.	$56,400
00317	LAMP, Inc.	$164,640
00697	LeRoy Haynes Center for Children and Family Services, Inc.	$193,680
00315	Los Angeles Unified School District	$206,880
01034	Maryvale	$183,120
00971	McKinley Children's Center, Inc.	$212,160
00200	Mental Health America of LA	$320,400
01142	New Directions, Inc.	$40,560
01170	New Horizons Family Center	$66,960
00305	Ocean Park Community Center	$37,920
00518	Olive Crest Treatment Centers, Inc.	$117,120
00781	Optimist Boys' Home and Ranch, Inc. (Optimist Youth Homes & Family Svcs)	$243,840
00579	Pacific Asian Counseling Services (WRAP)	$167,280
00203	Pacific Clinics	$346,800
01204	Pacific Lodge Youth Services	$132,960
01169	Para Los Ninos	$90,720
01228	Pasadena Unified School District	$185,760
00711	Pediatric & Family Medical Center dba Eisner Pediatric & Family Medical Center	$64,320
00201	Penny Lane (National Foundation for the Treatment)	$312,480
01194	Personal Involvement Center, Inc.	$138,240
00805	Phoenix Houses of Los Angeles, Inc.	$156,720
00838	Prototypes	$254,400
00801	Providence Community Services, LLC (formerly Aspen)	$225,360
00848	Rosemary Children's Services	$146,160
00208	San Fernando Valley Community MHC	$338,880
00320	San Gabriel Children's Center (RTI)	$201,600
01195	Serenity Infant Care Homes	$82,800
00558	SHIELDS for Families Project, Inc.	$270,240
00212	Social Model Recovery Systems, Inc. (dba The River Community)	$209,520
00213	South Bay Children's Health Center Association, Inc.	$72,240
00506	South Central Health and Rehabilitation Program (SCHARP)	$264,960
00214	Special Service for Groups	$330,960
01160	SPIRITT Family Services, Inc.	$61,680
01186	St. Anne's Maternity Home	$172,560
01366	St. Francis Medical Center - Children's Couns. Ctr	$162,000
00217	St. John's Hospital and Health Center	$198,960
00218	St. Joseph Center	$69,600
00543	Star View Adolescent Center, Inc.	$328,320
00215	Step Up on Second Street, Inc.	$217,440
00216	Stirling Academy, Inc.	$214,800
00206	Sunbridge Harbor View Rehabilitaiton Center, Inc. dba Harbor View Adolescent Center	$241,200
01156	Tarzana Treatment Center, Inc.	$122,400

Legal Entity	Legal Entity Name	Amount of Distribution
00108	Telecare Corporation	$296,640
01379	Tessie Cleveland Community Services Corporation	$259,680
01066	The Children's Center of the Antelope Valley	$119,760
00191	The Guidance Center (Greater Long Beach Child Guidance Ctr., Inc.)	$294,000
00198	The Help Group Child and Family Center (LA Center for Therapy & Education)	$304,560
00199	The Los Angeles Child Guidance Clinic	$315,120
01224	The Village Family Services	$125,040
01171	Tobinworld	$96,000
00630	Topanga-Roscoe Corporation (Topanga West)	$59,040
01026	Trinity Youth Services (Trinity El Monte - Trinity Children & Family Svcs)	$98,640
00938	United American Indian Involvement, Inc.	$106,560
00221	Verdugo Mental Health Center	$238,560
01044	VIP Community Mental Health Center, Inc.	$249,120
00196	Vista Del Mar Child and Family Services (Jewish Orphans of So. Cal.)	$275,520
00310	Watts Labor Community Action Committee - WLCAC	$43,200
00316	Westside Center for Independent Living, Inc.	$32,640
00211	WISE and Healthy Aging	$51,120
	Total Contract Provider Distribution	$21,887,040
	Reserve Fund	$1,018,942
	Grand Total	$22,905,982