COUNTY OF LOS ANGELES

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Director

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Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

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

August 18, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 AUGUST 18, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVAL OF A SOLE SOURCE SERVICES AGREEMENT WITH TRILOGY INTEGRATED RESOURCES, LLC, FOR FISCAL YEARS 2009-10 THROUGH 2014-15 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval of a sole source Services Agreement with Trilogy Integrated Resources, LLC, for the continued provision of the Network of Care Mental Health web site.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health, or his designee, to prepare, sign, and execute a Department of Mental Health (DMH) sole source Services Agreement, substantially similar to Attachment I, with Trilogy Integrated Resources, LLC (Trilogy), to provide all personnel, materials, and maintenance and support services necessary for: (1) the continued operation of a comprehensive 24-hour, seven days a week Network of Care (NOC) for Mental Health web site with a consumer job portal available to Los Angeles County (County) residents; and (2) the addition of mental health information specific to veterans (transition age youth, adults, and older adults) as part of the new NOC platform "For Vets" project. The total amount for this Agreement is $586,000 and is fully funded by Mental Health Services Act (MHSA) funds for Fiscal Years (FYs) 2009-10 through 2014-15. The "Initial Period" of this Agreement will be effective upon Board approval through December 31, 2012, with two optional one-year renewal periods. Thereafter, the Agreement may be extended on a month-to-month basis for up to 12 months at the discretion of the Director.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to this sole source Services Agreement and establish as a new Total Compensation Amount (TCA) the aggregate of the original agreement and all amendments provided that: 1) the County's total payments to Trilogy under this Agreement for each fiscal year do not exceed an increase of 20 percent from the applicable Board approved TCA; 2) any such increase will be used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Executive Officer (CEO), or their designee, is obtained prior to any such Amendment; and 5) the Director of Mental Health notifies the Board of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the requested action is to enter into a sole source Services Agreement with Trilogy to provide services necessary to continue to operate a comprehensive 24-hour, seven days a week NOC for Mental Health web site with a consumer job portal available to County residents. The NOC web site is an online resource for consumers, caregivers and providers concerned with mental and emotional wellness, substance abuse and developmental disabilities. This online resource provides critical service information, support, advocacy and state-of-the-art communication tools through a single point of entry. In addition, Trilogy will develop and launch the NOC For Vets web site, which will provide mental health information specific to veterans (transition age youth, adults, and older adults). The NOC For Vets web site is an online resource that assists returning veterans, their dependents and survivors with obtaining benefits from federal, State and local agencies administering programs for veterans and which provide advocacy to the veterans' community regarding entitlement rights to federal, State and local benefits programs. Trilogy shall maintain full functionality of all features of the NOC web site and portal, including a searchable database of mental health service providers in the County.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/ FINANCING

The TCA for this Agreement is $586,000, fully funded by MHSA funds included in the DMH Adopted Budget for FY 2009-10. Funding for FYs 2010-11 through 2014-15 will

be requested through the annual budget request process. There is no increase in net County cost.

The funding will provide: 1) maintenance and support for the NOC Mental Health web site and portal, $468,000 (for term of agreement); 2) a one-time fee for the NOC For Vets web site portal development, $77,000; 3) a one-time set-up fee, $5,000; and 4) a fee to send a monthly MHSA newsletter for up to 50,000 e-mail addresses, $36,000. In addition, Trilogy will provide maintenance services for the term of the Agreement for the NOC For Vets web site at no additional cost to the County since it is a pilot development web site channeled through the NOC Project web site, and will be launched later nationwide.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California State Department of Mental Health (SDMH) commissioned Trilogy to construct a web site for the mental health community. After seven months of development work, including considerable input from SDMH, members of the California Mental Health Directors Association, and a variety of consumer groups, the mental health site was launched in San Diego on April 30, 2003.

The NOC web site assists each county with planning and implementation of MHSA programs, specifically in the areas of Prevention and Early Intervention; Promotion of Recovery, Resiliency and Consumer Empowerment; and Innovative Programs. The web portal improves access to services, especially for underserved populations; enables outreach to multiple audiences; helps reduce stigma and discrimination; supports consumer empowerment, self-determination and self-reliance; and promotes interagency collaboration.

The NOC web site for Mental Health features an easy to use and comprehensive service directory; a political advocacy tool; an enormous library of mental health information; links to mental health web sites nationwide; important information to help link individuals to support groups and personal advocacy resources in the community; as well as a repository of best practices and successful, creative ways for communities to respond to people with mental health needs.

Trilogy's mental health site supports the "No Wrong Door" philosophy of care, enabling families to access needed mental health services regardless of their first point of contact with the public system. It facilitates the integration of services in the System of Care by allowing public and nonprofit agencies to work together more effectively in providing wraparound and other collaborative services to individuals and families.

The attached Agreement format has been approved as to form and use by County Counsel. The CEO has reviewed and approved the recommended actions.

CONTRACTING PROCESS

On December 7, 1999, your Board directed all County departments to implement services and information to be Internet enabled, allowing direct public access from home, business, community centers, libraries and the like. The lack of a recognized, comprehensive mental health web site portal in the County created a strong incentive to implement a full-fledged, County supported NOC for mental health. Consequently, the development and launching of the NOC web site as well as its complete ongoing maintenance requirements was provided by Trilogy under a sole source County Purchase Order No. T40603, dated June 4, 2006. SDMH covered the initial cost of development as part of its effort to create a statewide information network for the purposes of implementing the MHSA.

In October 2000, the NOC Internet project was funded by the State of California (State) through a Long-Term Care Innovation Grant from the Department of Aging in a competitive procurement process. The NOC web site was created and developed as a partnership between the State, County governments, and Trilogy. The NOC web site was first implemented in Alameda and Sacramento counties. It was subsequently deployed in 12 other counties and is now offered to nearly three-quarters of the State's population. The success of the Aging web site prompted two additional sites to be built in the health and human service field.

Trilogy is a company dedicated to improving information and communication in the health, law enforcement (most recently probation), emergency, and social service fields at the community level. Trilogy works primarily with state and county governments and other local human service entities to establish one-stop information resources centered on highly interactive community-based web sites. In addition, in the event of a natural disaster in the County where local communication is inoperable, NOC offers the potential to serve as a back-up web site for DMH. Trilogy owns the rights to the NOC site. Fifty-eight other counties in the State have already developed NOC sites and all have been via sole source contracts with Trilogy.

The current NOC For Vets web site is a standard template version that DMH rented for approximately two months (5/17/09 to 7/11/09) in order to match the statewide launch of the web site by the Governor. Although the rental period ended, Trilogy has not disabled the web site to allow its continuous availability to the public. Upon Board approval of the Agreement, Trilogy will work with DMH and local Veteran Service Organizations to develop the web site (i.e., localize the content) for the County, provide

the necessary trainings on its use, officially launch the Los Angeles County web site, and assist with promoting its use.

DMH has met the County's requirement for advance notification of intent to negotiate a sole source services contract of $250,000 or greater in its notification letter to your Board dated February 10, 2009 (Attachment II).

Attached is the required Sole Source Contract Checklist (Attachment III), identifying and justifying the need for the contract with Trilogy. The Sole Source Contract Checklist has been approved by the CEO.

IMPACT ON CURRENT SERVICES

Approval of these actions will ensure the continued operation of the DMH's NOC Mental Health web site to enable consumers and their families with access to comprehensive information, advocacy, and other resources to empower them to make the best, most informed decisions possible regarding needed care in their lives.

Respectfully submitted,

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

MJS:RG:RK

Attachment (3)

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

ATTACHMENT I

CONTRACTOR:

Trilogy Integrated Resources, LLC

CONTRACT NUMBER

REFERENCE NUMBER

Business Address:

1101 Fifth Avenue, Suite 250

San Rafael, California 94901

Supervisorial District(s) _____

NETWORK OF CARE SERVICES AGREEMENT

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B. PAYMENT SCHEDULE
C. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
D. SUB-CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
E. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
F. FACT SHEET "SAFELY SURRENDERED BABY LAW"
G. CHARITABLE CONTRIBUTIONS CERTIFICATION

NETWORK OF CARE SERVICES AGREEMENT

THIS AGREEMENT for Network of Care Services (hereafter "Agreement") is made and entered into this _____ day of _____, 2009, by and between Trilogy Integrated Resources, LLC (hereafter "CONTRACTOR") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "COUNTY").

RECITALS

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, the COUNTY has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a CONTRACTOR to the COUNTY for the continued provision of the Network of Care (NOC) mental health website; and

WHEREAS, the NOC website is an online resource for consumers, caregivers and providers concerned with mental and emotional wellness, substance abuse, and developmental disabilities; and

WHEREAS, the NOC website provides critical service information, support, advocacy, and state-of-the-art communication tools with a single point of entry; and

WHEREAS, the NOC website provides mental health information specific to veterans (transition age youth, adults and older adults) as part of the new NOC platform "For Vets" project; and

WHEREAS, CONTRACTOR is specifically trained and possesses the skills, experience, education and competency for the continued provision of the NOC mental health website; and

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

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

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

PREAMBLE

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

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

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

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

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

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy – in isolation – can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to

significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated comprehensive information, services and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results

accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well being, safety and survival, emotional and social well-being, and education and workforce readiness. The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post compliant and appeal procedures

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

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

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

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

3.0 SERVICES PROVIDED: Contractor shall provide services to County as set forth in Exhibit A (Statement of Work) which is attached hereto and incorporated by reference as though fully set forth herein.

4.0 TERM OF AGREEMENT:

4.1 Initial Period: The Initial Period of this Agreement shall commence on **BOARD APPROVAL** and shall continue in full force and effect through June 30, 2012.

4.2 Automatic Renewal Periods: After the Initial Period, this Agreement shall be automatically renewed two additional periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period, First or Second Automatic Renewal Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or at the end of the First or Second Automatic Renewal Period, as applicable.

4.2.1 First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2012 and shall continue in full force and effect through June 30, 2013.

4.2.2 Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2013 and shall continue in full force and effect through June 30, 2014.

4.3 Month-To-Month Extensions: 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 12 months, 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 set forth in Paragraph 5.0 (COMPENSATION) (and approved Change Notices). Compensation for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

4.4 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 49.0 (NOTICES).

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

5.0 COMPENSATION:

5.1 Notwithstanding such limitation of funds, Contractor agrees to satisfactorily complete all work specified in Exhibit A. In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A, Contractor shall be paid in accordance with the Payment Schedule established in Exhibit B.

5.2 Total compensation for all services furnished hereunder shall not exceed the sum of ONE HUNDRED SIXTY SIX THOUSAND DOLLARS ($166,000) for Fiscal Year 2009-10; EIGHTY FOUR THOUSAND DOLLARS ($84,000) for Fiscal Year 2010-11; EIGHTY FOUR THOUSAND DOLLARS ($84,000) for Fiscal Year 2011-12; EIGHTY FOUR THOUSAND DOLLARS ($84,000) for Fiscal Year 2012-13; EIGHTY FOUR THOUSAND DOLLARS ($84,000) for Fiscal Year 2013-14 and EIGHTY FOUR THOUSAND DOLLARS ($84,000) for Fiscal Year (2014-15).

5.3 In no event shall County pay Contractor more than this Total Compensation Amount for Contractor's performance hereunder. Payment to Contractor shall be only upon written approval of the invoice and report by County's Project Manager or his/her designated representative.

5.4 To request payment, Contractor shall present to County's Project Manager, monthly in arrears, invoices accompanied by a report of the work completed for the invoice period, including the number of hours worked daily by each individual assigned to the project. This report shall be prepared in a format satisfactory to County's Project Manager or his/her designated representative.

5.5 Contractor shall submit invoices to:

County of Los Angeles
Department of Mental Health
550 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020

Attn: Kumar Menon, MSPA

5.6 Contractor shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 49.0 (NOTICES).

5.7 No Payment for Services Provided Following Expiration/Termination of Agreement: Contractor shall have no claim against County for payment of any money or reimbursement, 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.

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

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Project Manager:

6.1.1 Contractor shall report to County's Project Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by Contractor, and final acceptance of all documentation and work.

6.1.2 Upon advance approval of the County's Project Manager, County may provide Contractor with reasonable or use of certain County resources, such as reasonable clerical support and County facilities, as determined by the County's Project Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of County resources by Contractor shall not relieve Contractor of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to County, and shall not affect Contractor's status as an independent Contractor. County's Project Manager shall be: Kumar Menon, MSPA.

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

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

8.0 INDEMNIFICATION AND INSURANCE:

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

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

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

(i) Specifically identify this Agreement.

(ii) Clearly evidence all coverage's required in this Agreement.

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

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

(v) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained

losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

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

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

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

(iii) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.

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

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

8.2.6 Insurance Coverage Requirements for Sub-Contractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(i) Contractor providing evidence of insurance covering the activities of sub-Contractors, or

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

8.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

10.0 SUB-CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Contractor shall maintain on file an executed Sub-Contractor Acknowledgement and Confidentiality Agreement (Exhibit D) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

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

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

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

12.0 TERMINATION OF AGREEMENT:

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

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

12.2.1 Stop work under this Agreement on the date and to the extent specified in such notice;

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

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

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

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

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

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

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

14.0 DELEGATION AND ASSIGNMENT BY CONTRACTOR:

14.1 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.

14.2 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 legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

14.3 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.

15.0 SUBCONTRACTING:

15.1 No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the prior written consent of County, as provided in this Paragraph 15.0. 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.

15.2 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:

15.2.1 The reasons for the particular subcontract.

15.2.2 A detailed description of the services to be provided by the subcontract.

15.2.3 Identification of the proposed subcontract and an explanation of why and how the proposed Sub-Contractor was selected, including the degree of competition involved.

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

15.2.5 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."

15.2.6 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 Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7)."

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

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

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

15.4 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 Sub-Contractor, including any officers, employees, or agents of any Sub-Contractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

15.5 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 allow ability or appropriateness of any cost or payment under this Agreement.

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

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

15.8 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.

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

15.10 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 Sub-Contractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any Sub-Contractors or their officers, employees, and agents.

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

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

15.13 County shall have no liability or responsibility whatsoever for any payment or other compensation for any Sub-Contractor or its officers, employees, and agents.

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

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

17.0 WAIVER: No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

18.0 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. 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.

19.0 CONFLICT OF INTEREST:

19.1 No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or Contractor economic

dependent of such employee, shall be employed in any capacity by or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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

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

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

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

23.0 ANTI-DISCRIMINATION: Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by Contractor without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. Contractor certifies and agrees that it will deal with its Sub-Contractors,

bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Contractor shall allow County access to its employment records during regular business hours to verify compliance with these provisions when so requested by County. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contact upon which County may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by County of such violation.

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

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

25.0 TERMINATION FOR IMPROPER CONSIDERATION:

25.1 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.

25.2 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.

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

26.0 TERMINATION FOR DEFAULT:

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

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

26.1.2 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.

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

26.3 The rights and remedies of County provided in this Paragraph 26.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

28.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall

give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

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

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

30.0 CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

30.2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth pursuant to Subparagraph 30.1 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 26.0 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

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

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

34.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

34.1 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 terms of the Agreement. It is the County's policy to conduct business only with responsible contractors.

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

Agreements the Contractor may have with the County.

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

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

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

34.6 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.

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

debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

34.9 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.

34.10 These terms shall also apply to Sub-Contractors of County Contractors.

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

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

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

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

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

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

funded health care program. Contractor shall provide the certification set forth in Exhibit E as part of its obligation under this Paragraph.

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

37.0 CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

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

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

lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

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

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

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

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

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

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

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

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

OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

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

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 525
Los Angeles, CA 90012

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

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the Federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health

Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

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

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

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

OBLIGATION OF COVERED ENTITY

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

TERM AND TERMINATION

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

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

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

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

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

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

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

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend

the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

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

5.2 Use of Sub-Contractors and Agents. Business Associate shall require each of its agents and Sub-Contractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or Sub-Contractor to comply with all the terms of this Paragraph.

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

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

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

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

38.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

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

38.2 Written Employee Jury Service Policy:

38.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County

Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

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 Contracts from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

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

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

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

41.0 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.

42.0 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 Contractor to complete the certification in Exhibit G, 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)

43.0 COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

44.0 COMPLIANCE WITH APPLICABLE LAW:

44.1 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 directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

44.2 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.

44.3 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.

44.4 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

services under this Agreement.

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

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

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

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

47.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

47.1 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:

47.2 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.

47.3 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.

47.4 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 Agreement 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 Agreement 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 10 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.

48.0 FORCE MAJEURE:

48.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 Subparagraph as "force majeure events").

48.2 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 Subparagraph, the term "subcontractor" and "subcontractors" mean sub-contractors at any tier.

48.3 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.

49.0 CHANGES AND AMENDMENTS: County reserves the right to change any portion of the work required under this Agreement or amend such other terms and conditions which may become necessary. Any such changes or Amendments shall be accomplished in the following manner:

49.1 For any change which does not affect the Scope of Work, the term, payments or any term or condition included under this Agreement, a written Change Notice shall be prepared and signed by County's Project Manager and Contractor's Project Manager.

49.2 For any change which affects the Scope of Work, the Term, payments or any term and condition included in this Agreement, a negotiated written Amendment to this Agreement shall be approved by the County Board of Supervisors and executed by County and Contractor.

50.0 TERMINATION FOR INSOLVENCY:

50.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

50.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;

50.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

50.1.3 The appointment of a Receiver or Trustee for the Contractor; or

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

50.2 The rights and remedies of County provided in this Paragraph 51.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

51.0 DISPUTE RESOLUTION PROCEDURE:

51.1 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 51.0.

51.2 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.

51.3 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.

51.4 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.

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

51.6 In the event the Project Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's President and the Director of Mental Health. These persons shall have

five (5) days to attempt to resolve the dispute.

51.7 In the event that at these 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.

51.8 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 all two (2) levels described in this Paragraph 52.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

51.9 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 50.0 (TERMINATION FOR INSOLVENCY), Paragraph 26.0 (TERMINATION FOR DEFAULT), Paragraph 27.0 (TERMINATION FOR CONVENIENCE), or Paragraph 25.0 (TERMINATION FOR IMPROPER CONSIDERATION) or any other termination provision hereunder, 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.

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

If to COUNTY:

County of Los Angeles
Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Avenue, 5th Floor
Los Angeles, California 90020
ATTN: Chief of Contracts

County of Los Angeles
Department of Mental Health
550 S. Vermont Avenue, 12th Floor
Los Angeles, California 90020
ATTN: Kumar Menon, MSPA

If to CONTRACTOR:

Trilogy Integrated Resources, LLC
1101 Fifth Avenue, Suite 250
San Rafael, California 94901
ATTN: Bruce Bronzan, President

/

/

/

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

TRILOGY INTEGRATED RESOURCES, LLC
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

NOCServicesAgreement/V5 (revised 3/24/09)
(07/16/09)

EXHIBIT A

STATEMENT OF WORK

NETWORK OF CARE SERVICES TO BE PROVIDED BY TRILOGY INTEGRATED RESOURCES, LLC FOR FISCAL YEARS 2009-10 THROUGH 2014-15

1.0 OBJECTIVE

The Los Angeles County (County) Department of Mental Health (DMH) requires the services of Trilogy Integrated Resources LLC (Trilogy) (hereafter referred to as Contractor) to provide all personnel, materials, and maintenance and support services necessary to continue to operate a comprehensive 24-hour, seven (7) day a week website and portal at: http://www.networkofcare.org (hereinafter known as Network of Care (NOC) website) available to all County residents. In addition, Contractor shall develop and launch a link to the NOC Website named "For Vets" as part of the new project to ensure that veterans are a valuable part of a healthy community and that the community is a meaningful part of the health of the veterans. The NOC website supports, and in some cases implements, the goals and objectives of the Mental Health Service Act (MHSA). Contractor shall maintain full functionality of all features of the NOC website and portal, including a searchable database of mental health service providers in the County.

The NOC website is an online resource for consumers, caregivers and providers concerned with mental and emotional wellness, substance abuse and developmental disabilities. This online community provides critical service information, support, advocacy, and state-of-the-art communication tools with a single point of entry.

The For Vets website is an online resource to assist returning veterans, their dependents and survivors to obtain benefits from the federal, state and local agencies administering programs for veterans and providing advocacy for the veterans' community regarding entitlement to federal, state and local benefits programs. This public service is an attempt to bring together critical information for all components of the veterans' community, including veterans, family members, active-duty personnel, reservists, members of the National Guard, employers, service providers, and the community at large.

2.0 BACKGROUND

The NOC Internet project was funded by the State of California (State) through a Long-Term Care Innovation Grant from the Department of Aging in a competitive procurement process (Request for Proposals), in October 2000. This was part of Governor Gray Davis' "Aging with Dignity" initiative, which expanded the availability of alternatives to nursing home care and assisted older Californians and those with disabilities to remain in their own homes and communities.

The NOC website was created and developed as a partnership between the State, County governments and Trilogy. The project provides access to a broad array of social

services online to people with disabilities, the elderly, and to their families and caregivers. The project was first implemented in Alameda and Sacramento counties and quickly spread to twelve (12) other counties and is now offered to nearly three-quarters of the state's population. The success of the Aging website prompted two (2) additional sites to be built in the health and human service field.

California Proposition 10 Commission commissioned Trilogy to build a similar site for kids at risk starting in Contra Costa County and the State Department of Mental Health (SDMH) commissioned Trilogy to construct a website for the mental health community. After seven (7) months of development work including considerable input from SDMH, members of the California Mental Health Director's Association, and a variety of consumer groups, the mental health site was launched in San Diego on April 30, 2003.

The NOC website for mental health features an easy to use and comprehensive Service Directory; a political advocacy tool; an enormous library of mental health information; links to mental health websites nationwide; important information to help link individuals to support groups and personal advocacy resources in the community, as well as a repository of best practices and successful, creative ways for communities to respond to people with mental health needs.

Trilogy's mental health site supports the "No Wrong Door" philosophy of care, enabling families to access needed mental health services regardless of their first point of contact with the public system. It facilitates the integration of services in the System of Care by allowing public and nonprofit agencies to work together more effectively in providing wraparound and other collaborative services to individuals and families.

3.0 DEFINED TERMS

The following definitions apply to terms with initial capital letters used in this Exhibit A (Statement of Work) that are not defined in the body of the Agreement.

"AQL" or "Acceptable Quality Level" shall mean a measure to express the allowable variance from the Contract Standard, beyond which the County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

"Business Continuity Plan" or "BCP" shall mean a comprehensive plan for restoring the business functions that support critical programs and services after an emergency. The program may become unavailable due to a major widespread disaster, or a local incident such as a power failure, fire, or some other problem with the building or the systems that support a program. The BCP describes, among other things, how programs and functions will be restored following an incident.

"Contract Discrepancy Report" or "CDR" shall have the meaning set forth in Section 7.1.2.

"DMH" or "Department of Mental Health" shall mean the County department responsible for assessing mental health needs, developing policies to address those needs,

implementing service delivery systems to meet those needs, and for providing clinically competent, culturally sensitive and linguistically appropriate mental health services to its consumers.

"Performance Evaluation Meetings" shall have the meaning set forth in Section 7.1.1.

"Quality Control Plan" or "Plan" shall mean a comprehensive plan to assure the County a consistently high level of service throughout the term of this Agreement.

"Resource Data Base" shall have the meaning set forth in Section 10.4.

"Standard" shall mean a minimum requirement set by the County for Contractor to perform a service or activity.

4.0 SCOPE OF WORK

4.1 Network of Care Website:

Contractor shall:

4.1.1 Provide a simple, fast, centralized, accessible and searchable online information resource for consumers, their families and/or caregivers to find out what appropriate community services are available to them, and for providers to have and use information about other services in their community;

4.1.2 Provide online capacity for consumers to maintain a personal information record that could, with the consumer's consent, also be used by care coordinators;

4.1.3 Provide significantly improved community access to information and services for all consumers, including people with disabilities, people with limited or no English literacy skills, and for low-income individuals;

4.1.4 Provide timely and accurate educational materials to be available on the website regarding diseases and conditions, medications and treatments, care management issues, prevention, early intervention, planning, consumer advocacy and protection, and other related topics on mental health;

4.1.5 Provide a legislation/bill-tracking section of all proposed state and federal legislation that affects the mental health community. Contractor will update the bill-tracking section on a daily basis in order to follow amendments and votes. The legislation channel would include methods of communicating directly with legislators on all proposed legislation and thus serve as a powerful information and advocacy tool;

4.1.6 Provide a mechanism for greater communication among consumers as well as greater advocacy capability for the mental health community and policy makers;

4.1.7 Provide easy access to information about county and state programs, information, and assistance; and

4.1.8 Provide a subscription-based e-mail distribution of a quarterly newsletter intended to communicate MHSA success and ongoing confidence amongst stakeholders, decision-makers, and the general public in order to build support and advocate for on-going MHSA funding.

4.2 For Vets Website:

Contractor shall:

4.2.1 Provide a comprehensive service directory of resources for veterans in our service areas. Users can find nonprofit agencies, associations, clinics, research foundations, and other resources that deal with their specific needs in an easy-to-use online tool that is 2-1-1 compliant;

4.2.2 Provide a library of articles, checklists, and commentaries written by the leading experts and organizations dealing with veterans' issues. Articles would be easily available for online viewing, printing, and e-mailing to others;

4.2.3 Provide a legislation/bill-tracking section of all proposed state and federal legislation that affects the veteran community. Contractor will update the bill-tracking section on a daily basis in order to follow amendments and votes. The legislation channel would include methods of communicating directly with legislators on all proposed legislation and thus serve as a powerful information and advocacy tool;

4.2.4 Provide a link to a network of city, county, state, and federal resources dealing with issues related to veterans;

4.2.5 Provide a folder for a family member or care provider to create a private, secure file of information and, if they choose, share it with a trusted friend or relative;

4.2.6 Provide links to credible support and advocacy agencies at the national, state, and local level; and

4.2.7 Provide information about assistive devices currently made in the United States searchable by function and manufacturer.

4.3 Contractor shall also provide DMH with the following services:

4.3.1 A blog and social networking component which will allow veterans to share their stories and ideas;

4.3.2 A "Vet to Vet" peer support component which will connect peers and mentors with those looking for a mentor;

4.3.3 An "Operation Healthy Reunion" component aimed at providing information that will assist veterans in facilitating healthy reunions and long term relationships with their civilian friends and family; and

4.3.4 A "Local Employment and Training Options" component which will provide information on any local job, vocational training, or educational opportunities available to veterans.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

5.1 County's Responsibilities:

5.1.1 County's Project Manager:

5.1.1.1 County's Project Manager or his/her respective designee shall provide management oversight and have full authority to monitor Contractor's day-to-day activities as related to this Agreement.

5.1.1.2 County's Project Manager shall provide direction to Contractor regarding County's and DMH's policy and procedural requirements with regards to doing business with the County.

5.1.1.3 County's Project Manager shall negotiate with Contractor on changes in service requirements pursuant to Paragraph 50.0 (Changes and Amendments) of the body of this Agreement.

5.1.1.4 County's Project Manager shall have the right to approve or disapprove any work, task, deliverable, goods, services and other work provided by Contractor.

In the event County's Project Manager disapproves of any work, task, deliverable, goods, services and other work provided by Contractor, Contractor shall have ten (10) days from Contractor's receipt of written notice of disapproval to correct, modify, supplement or otherwise remedy such disapproved matter and resubmit it to County's Project Manager for approval. In the event of a

subsequent disapproval, County's Project Manager may request subsequent resubmissions, enter into the Dispute Resolution Process, or declare the Agreement breach.

Unless expressly provided otherwise, any and all approval or acceptance by County's Project Manager under this Agreement may be given, withheld, or denied in County's Project Manager's sole and absolute discretion.

5.1.1.5 County's Project Manager or his/her respective designee shall have the right to inspect any and all Contractor's work in-progress on a non-interference basis. The purpose of such inspections will be to verify project progress as reported by Contractor and to ensure that work products are in compliance with the requirements of this SOW. Upon notification by County's Project Manager; Contractor shall immediately correct deviations from requirements or Agreement provisions at no cost to County.

5.1.1.6 County's Project Manager is not authorized to make any changes to the Scope of Work, term, payments or any terms and conditions to this Agreement and is not authorized to further obligate the County in any respect whatsoever.

5.1.1.7 County will inform the Contractor of the name, address, and telephone number of County's Project Manager, in writing, upon the effective date of this Agreement, and at any time thereafter a change of County's Project Manager is made.

5.1.2 <u>County's Content Manager</u>:

5.1.2.1 County's Director of Mental Health (Director) shall designate a Content Manager for oversight of the website content under this Agreement. County's Content Manager will have full authority to seek compliance from the Contractor with DMH requirements for published content on the NOC website and portal. The DMH Web Governance Committee shall assist County's Content Manager in oversight of website content under this Agreement.

5.1.2.2 County's Content Manager shall provide direction to Contractor regarding the content needs of the Department, County staff and County residents.

5.1.2.3 County's Content Manager shall ensure appropriate content specified as County responsibility is provided in a timely fashion to Contractor.

5.1.2.4 County's Content Manager is not authorized to make any changes to the Scope of Work, term, payments or any terms and conditions to this Agreement and is not authorized to further obligate the County in any respect whatsoever.

5.1.2.5 County will inform the Contractor of the name, address, and telephone number of County's Content Manager, in writing, upon the effective date of this Agreement, and at any time thereafter a change of County's Content Manager is made.

5.2 Contractor's Responsibilities:

5.2.1 Contractor's Project Manager:

5.2.1.1 Contractor's Project Manager shall be responsible for the overall management and coordination of the Agreement. Contractor's Project Manager shall be the central point of contact for County and shall act as liaison for Contractor in coordinating the performance under the Agreement. Contractor's Project Manager, or his/her respective designee, shall respond within twenty-four (24) hours of verbal notice from County, excluding weekends and holidays, and shall be available for monthly meetings (in person or via teleconference with advance approval by County's Project Manager) with County's Project Manager to discuss project status, obstacles to progress, and work anticipated in the coming month within five (5) business days of notification.

5.2.1.2 Contractor's Project Manager shall provide County's Project Manager with a written status report once monthly throughout the term of this Agreement. The status report shall be submitted with Contractor's monthly invoice.

5.2.1.3 Contractor's Project Manager, or his/her respective designee, shall have full authority to act for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis.

5.2.1.4 Contractor's Project Manager, or his/her respective designee, shall be identified in writing prior to the effective date of this Agreement and within five (5) business days after a change of Contractor's Project Manager or alternate designee is made.

5.2.2 Contractor's Content Publisher:

5.2.2.1 Contractor shall designate a Content Publisher who shall be responsible for the overall content and design of the NOC website and portal specified in this Agreement and act as liaison with County's Content Manager. Contractor's Content Publisher or his/her respective designee shall act on Contractor's behalf, and shall respond within twenty-four (24) hours of verbal notice from County, excluding weekends and holidays, and shall be available for meetings (in person or via teleconference with advance approval by County's Project Manager) with County staff within five (5) business days of notification.

5.2.2.2 Contractor's Content Publisher, or his/her respective designee, shall have full authority to act for the Contractor on all matters related to the content and design of the NOC website and portal specified in this Agreement.

5.2.2.3 Contractor's Content Publisher, or his/her respective designee, shall be identified in writing prior to the effective date of this Agreement and within five (5) business days after a change of Contractor's Content Publisher or alternate designee is made.

5.2.3 Other Contractor Staff:

5.2.3.1 Contractor shall provide Contractor staff with the professional background, experience and expertise to provide the work products required in this SOW.

5.2.3.2 In the event Contractor should ever need to remove any staff from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) business days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

5.2.3.3 All Contractor staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

5.2.4 Contractor's Employee Acceptability:

5.2.4.1 Contractor shall provide County's Project Manager with the names of its staff assigned to work on County's Agreement.

5.2.4.2 Contractor shall not subcontract with any personnel for performance of services hereunder unless the provisions in Paragraph 15.0 (Subcontracting) of the Agreement are met.

6.0 QUALITY CONTROL

6.1 Contractor shall establish and utilize a Quality Control Plan (Plan) to assure County of a consistently high level of product quality and service throughout the term of this Agreement. The Plan, which is subject to approval or disapproval by County, shall be submitted to County's Project Manager on the effective date of the Agreement with revisions submitted any time changes to the Plan occur. The Plan shall include, but not be limited to the following:

6.1.1 A monitoring system covering all services required by the Agreement. The system must specify the methods for preventing, identifying and correcting deficiencies in the quality of service performed before the level of performance becomes unacceptable. The monitoring system must include the following:

6.1.1.1 Specific activities to be monitored;

6.1.1.2 Methods of monitoring to be used;

6.1.1.3 Frequency of monitoring;

6.1.1.4 Samples of forms to be used in monitoring; and

6.1.1.5 Title/level and qualifications of personnel performing monitoring functions.

6.1.2 A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County's Project Manager quarterly or more frequently at the option of the County.

6.1.3 The method for continuing to provide services to County in the event of a strike or other work action of Contractor's employees, not to exceed monetary amounts set forth in Paragraph 5.0 (Compensation) of the body of this Agreement.

7.0 QUALITY ASSURANCE

7.1 County's Project Manager shall monitor Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 41.0 (County's Quality Assurance Plan) of this Agreement. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and performance standards set forth in Attachment A-1 (Performance Requirements Summary (PRS) Chart. The Contractor's deficiencies, which County determines

are severe or continuing and 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 the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. (Refer to Attachment A-1 (Performance Requirements Summary (PRS) Chart) hereunder).

7.1.1 ***Performance Evaluation Meetings*** shall be held jointly by County's Project Manager and Contractor's Project Manager as often as deemed necessary by County's Project Manager. However, if a Contract Discrepancy Report (CDR) (Attachment A-2) is issued, and at the discretion of County's Project Manager, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

7.1.1.1 The minutes of any Performance Evaluation Meeting shall be prepared by County's Project Manager and signed by the Contractor's Project Manager and County's Project Manager. Should Contractor's Project Manager not concur with the minutes, he/she shall submit written statement to County's Project Manager within ten (10) business days from the date of receipt of the signed minutes. Contractor's Project Manager's written statement shall be attached to County's Project Manager's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written. If any dispute is still unresolved, the decision of County's Project Manager will be final.

7.1.1.2 Upon advance notice, either County or Contractor may make an auditory recording of the meeting.

7.1.2 Contract Discrepancy Reports:

7.1.2.1 Verbal notification of a contract discrepancy will be made by County's Project Manager to Contractor's Project Manager or his/her respective designee, as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved by Contractor's Project Manager within a reasonable time period not to exceed five (5) business days of receipt of a verbal notification unless a different period is agreed to in writing by County's Project Manager.

7.1.2.2 County's Project Manager will determine whether a formal CDR shall be issued.

7.1.2.3 Upon receipt of a CDR, Contractor's Project Manager is required to respond in writing to County's Project Manager within five (5) business days, acknowledging the reported

discrepancies or presenting contrary evidence. A plan, including a time table, for correction of all deficiencies identified in the CDR shall be submitted to County's Project Manager within ten (10) business days.

7.2 Government Observations:

Federal, State, and/or County personnel, in addition to County contract management staff, may observe performance activities, or review documents required by this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

7.3 Hours of Operation/Holidays:

Contractor shall provide the services required under this Agreement twenty-four (24) hours a day, seven (7) days a week or as otherwise specified in this Agreement.

8.0 BUSINESS CONTINUITY PLAN

Contractor shall, within thirty (30) days of Agreement implementation, provide to County a written business continuity plan describing a structured and integrated process that ensures uninterrupted provision of critical services related to the Agreement following any event which could interrupt these business operations. The plan shall include, but not be limited to, the following:

8.1 Contractor policies and procedures to assure County's continued operation following an event;

8.2 A description of County critical services and business processes prioritized in their importance;

8.3 Establish viable recovery time frames relative to its impact to County's operation;

8.4 Address, computer, telephone, facsimile, key contact and all other critical information concerning alternative business processes and/or location(s) following an event.

Contractor shall provide County with annual plan updates, due on the anniversary of the Agreement.

This plan is subject to the approval of County. County shall not be required to identify deficiencies in Contractor's Business Continuity Plan. County shall neither assume responsibility nor liability for Contractor's Business Continuity Plan.

9.0 COUNTY FURNISHED ITEMS

All County furnished items are provided by the County for the duration of the Agreement only, and solely for the performance of this Agreement. The County shall provide no

materials, equipment, and/or services necessary to perform the work specified as Contractor's responsibility, except as identified below.

9.1 County seal in electronic format as a file with extension .jpg or .gif;

9.2 Telephone number(s) for local mental health crisis hotline, list of local agencies that provide crisis and emergency referral services, and any subsequent changes to the information;

9.3 A list of county-contracted and county-operated services for the Service Directory, and periodic updates to the list; and

9.4 Translations of selected web content in County's threshold languages (e.g. Armenian, Cambodian, Chinese (traditional), Chinese (simplified), English, Farsi, Korean, Russian, Spanish, Tagalog, Vietnamese) currently not available on NOC website.

10.0 CONTRACTOR FURNISHED ITEMS

Contractor shall furnish all personnel, equipment and supplies and training (except as provided by County as set forth in Section 8.0 (County Furnished Items) herein above) necessary to perform all services required by this Agreement and will adhere to all requirements imposed on Contractor by this Agreement.

10.1 Personnel:

Contractor shall conduct background checks on all personnel, including replacement personnel, providing services relating to this Agreement. All background checks shall be kept on file and available for review upon County's request.

Disqualification, if any, of Contractor personnel, including replacement personnel, pursuant to this Section 9.1 and Section 5.2.3.2, shall not relieve Contractor its obligation to complete all work in accordance with the terms and conditions of this Agreement.

10.2 Equipment, Supplies and Materials:

Contractor shall furnish all equipment, supplies and materials necessary to perform all services required by this Contract, except those items furnished by the County as set forth in Section 8.0 (County Furnished Items) of this SOW.

10.3 Training:

Contractor shall provide training in all aspects of services provided in this Agreement. Contractor shall furnish child abuse, elder abuse, cultural awareness and Civil Rights training for all Contractor personnel. Contractor will provide the training by utilizing County provided written materials and/or videos. Contractor shall provide employee orientation and in-service training for all staff. Such training will cover all aspects of Agreement services.

10.4 NOC Website and Portal Services:

Contractor shall make available the NOC website and portal twenty-four (24) hours a day, seven (7) days a week, during the period of this Agreement, to residents of Los Angeles County who have Internet access, except for routine maintenance with prior notice to County and under circumstances that County and Contractor agree are beyond the control of the Contractor. Such access shall include the ability to use all the standard features of the NOC website.

10.5 Emergency Notifications:

Contractor's and County's Project Managers, or their respective designees, shall be accessible twenty-four (24) hours a day, seven (7) days per week to each other and/or other County staff for emergency reporting or consultation. Contractor shall provide an emergency telephone number where Contractor's Project Manager, or his/her respective designee, may be reached on a twenty-four (24) hour per day basis.

10.6 Posted Materials:

Contractor shall post in its facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Non-discrimination In-Service notices. Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

11.0 TASK DESCRIPTIONS

Contractor shall provide for the complete ongoing maintenance and support required for the website, which shall include:

11.1 Network of Care Website and Portal Services:

11.1.1 Monthly Update of Resource Data Base

11.1.2 Quarterly and annual updates on all content within the Library. Included are all costs for licensed content.

11.1.3 Regular and Annual Updates for the Insurance Section.

11.1.4 Nightly Update of Legislative Module, State and Federal, as well as annual updates.

11.1.5 Regular additions to and monitoring of the Library

11.1.6 Daily News updates

11.1.7 Maintenance and updates of County and City links

11.1.8 All other updates of the Web site

11.1.9 Special updates for the County/City

11.1.10 24/7/365 support

11.1.11 Replies to all visitor feedback e-mails

11.1.12 Monitoring of all message boards postings

11.1.13 Special requests for publishing on a monthly basis

11.1.14 All bandwidth and storage

11.1.15 Free updates and upgrades at least once a year

11.1.16 For Provider section offer the following to the County Community Based Organizations (CBOs) and the necessary maintenance:

11.1.16.1 Free website

11.1.16.2 Private message boards

11.1.16.3 Online calendar of events

11.1.16.4 Unlimited private or public pages

11.1.16.5 Hosting

11.2 Provide 24-Hour Availability:

The NOC website and accompanying user services shall be available to the public twenty-four (24) hours per day, seven (7) days per week, and 365 days per year.

11.3 Accommodate Language & Disability Access:

In order to provide service to all persons in the County needing service, Contractor shall respond to the needs of the community by publishing web content in County's threshold languages (e.g. Armenian, Cambodian, Chinese (traditional), Chinese (simplified), English, Farsi, Korean, Russian, Spanish, Tagalog, Vietnamese) (using County provided translations where needed) and ensuring website meets the accessibility standards for use by people with hearing and vision impairments.

11.4 Resource Data Base:

Contractor shall maintain an effective resource information database that includes data obtained by Contractor in the course operating the Agreement as well as information and periodic updates provided by County. This database consists of listings of private and public agencies and programs which provide mental health and related supportive services in the County. County shall retain ownership of intellectual property (data) contained in the Resource Data Base.

11.4.1 Resource Database Maintenance:

Contractor shall be responsible for maintaining the Resource Database in accordance with criteria described hereunder. Each agency/program listing will include:

11.4.1.1 Name of agency and type of service provided;

11.4.1.2 Application procedures;

11.4.1.3 Criteria for service eligibility;

11.4.1.4 Information concerning service availability, including hours, physical location, and notation if there are waiting lists;

11.4.1.5 Fees or other costs to the client;

11.4.1.6 Facilitating services which are available, such as translation or transportation;

11.4.1.7 Geographic area served; and

11.4.1.8 Source(s) of financial support for the agency/program.

11.4.2 Program Indexing:

Contractor shall index each program using Contractor Taxonomy to enable user-friendly search capacity under the Service Directory feature.

11.4.3 Updates:

Contractor shall perform, at a minimum, updates as listed in Section 10.1 (Network of Care Website and Portal Services) of this SOW.

11.4.4 On-Line Access:

Contractor shall provide Internet online capacity for consumers and their families to maintain important information in a personal folder to include a Hotlist/My Notes section.

11.4.5 Agency/Program Validation:

Any additions to the Resource Data Base recommended by the Contractor or any third parties shall require information verification and approval by County's Content Manager.

11.4.6 Non Discrimination in Services:

No agency which denies service on the basis of color, race, religion, ancestry or nationality, which proselytizes as a condition of service, or whose service is illegal, will be included in Contractor's resource file.

11.5 Cultural Awareness and Child Abuse Reporting Responsibilities:

Contractor shall provide to Contractor employees, cultural awareness, and sensitivity training and provide child abuse training, using training materials provided by County (see Sections 5.2 (Contractor's Responsibilities), 8.0 (County Furnished Items), and 9.0 (Contractor Furnished Items).

11.6 Required Notices:

Contractor shall ensure that Equal Employment Opportunity and the State-approved Non Discrimination in Services poster, Equal Under the Law, are posted in Contractor's facilities, where they are easily accessible to Contractor's employees.

11.7 Conciliation/Grievance/State Hearings:

Contractor shall participate in conciliation, grievance, State and other public hearings upon request of County, including attendance by Contractor's staff and providing records and documents as necessary. Whenever possible, County shall provide Contractor with at least three (3) business days notice prior to such meetings.

11.8 Statistical Reporting:

Contractor shall provide quarterly site traffic reports that include advanced segmentation (isolation and analysis of subsets) for main portals and their major features as well as custom reports as needed.

11.9 Standards and Quality Control:

Contractor shall maintain and enforce appropriate standards and quality controls, such as Web Content Accessibility Guidelines (WCAG) 2.0 as appropriate and feasible. Contractor shall monitor the quality of NOC website and support, including regular testing using applicable validation tools similar to those recommended by the World Wide Web Consortium (W3C).

11.10 For Vets Website Development:

Contractor shall provide, but not be limited to the following tasks for the For Vets website:

11.10.1 Service Directory:

Provide a comprehensive service directory of resources for veterans in the County's service areas. Users shall have the ability to locate nonprofit agencies, associations, clinics, research foundations, and other resources that deal with their specific needs in a fast, easy-to-use online tool that is 2-1-1 compliant.

11.10.2 Library:

Provide a library of articles, checklists, and commentaries written by the leading experts and organizations dealing with veterans' issues. Articles would be easily available for online viewing, printing, and e-mailing to others.

11.10.3 Legislation:

Provide a legislation/bill-tracking section of all proposed state and federal legislation that could affect the veteran community. Contractor will update it daily so one could follow amendments and votes. The legislation channel would include methods of communicating directly with legislators on all proposed legislations and thus serve as a powerful information and advocacy tool.

11.10.4 Links:

Provide a link to a network of city, county, state, and federal resources dealing with issues related to veterans.

11.10.5 My Folder:

Provide a folder for a family member or care provider to create a private, secure file of information and, if they choose, share it with a trusted friend or relative.

11.10.6 Support and Advocacy:

Provide links to credible support and advocacy agencies at the national, state, and local level.

11.10.7 Assistive Devices:

Provide information about assistive devices currently made in the United States searchable by function, and manufacturer.

11.10.8 In addition to these website channels, the For Vets website will include the following:

11.10.8.1 A blog and social networking component which will allow veterans to share their stories and ideas.

11.10.8.2 A "Vet to Vet" peer support component which will connect peers and mentors with those looking for a mentor.

11.10.8.3 An "Operation Healthy Reunion" component aimed at providing information that will assist veterans in facilitating healthy reunions and long term relationships with their civilian friends and family.

11.10.8.4 A "Local Employment and Training Options" component which will provide information on any local job, vocational training, or educational opportunities available to veterans.

11.11 <u>For Vets Website Implementation</u>:

11.11.1 Conduct a Train-the-Trainers workshop for key County staff;

11.11.2 Assist County with the planning and execution of the official launch activities by organizing and executing a press conference; and

11.11.3 Troubleshoot and fix any problems with the launch of the website.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Required Service	Standard(s)	Deviation from Acceptable Quality Level (AQL)	Deductions	Monitoring Method
Exhibit A, Section 5.2 (Contractor's Responsibilities), Subsection 5.2.1.1	Contractor is required to attend a monthly meeting with County's Project Manager (in person or via teleconference with advance approval by County's Project Manager).	5%	$50 per occurrence of a requirement not met	Review record of attendance
Exhibit A, Section 5.2 (Contractor's Responsibilities), Subsection 5.2.1.2	Contractor shall provide to County a monthly written status report. The status report shall be submitted with Contractor's monthly invoice.	5%	$50 per occurrence of a requirement not met	Review of status report
Exhibit A, Section 5.1.2 (County's Content Manager)	Contractor shall remove incorrect information within twenty-four (24) hours of being notified by the County's Content Manager.	5%	$50 per occurrence of a requirement not met	Track duration between notification and removal of content

ATTACHMENT A-2

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative *Date*

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative *Date*

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative *Date*

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

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

Contractor's Project Manager's Signature and Date: _____

EXHIBIT B

PAYMENT SCHEDULE

NETWORK OF CARE SERVICES AGREEMENT
TRILOGY INTEGRATED RESOURCES, LLC
FISCAL YEARS 2009-10 THROUGH 2014-15

I. NETWORK OF CARE WEBSITE MAINTENANCE

	Total Fixed Price
Initial Years (FY 2009-12)	$234,000
First Option (FY 2012-13)	78,000
Second Option (FY 2013-14)	78,000
Month-to-Month Extension (FY 2014-15)	78,000
SUB-TOTAL	**468,000**

II. FOR VETS PROJECT

Fixed One-Time Fee for website development	77,000

III. E-MAIL DISTRIBUTION

Fixed One-Time Set-Up Fee	5,000
Initial Years (FY 2009-12)	18,000
First Option (FY 2012-13)	6,000
Second Option (FY 2013-14)	6,000
Month-to-Month Extension (FY 2014-15)	6,000
SUB-TOTAL	**118,000**
TOTAL COMPENSATION AMOUNT	**$586,000**

EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

CONTRACTOR _____

CONTRACT NUMBER _____

CONTRACTOR ACKNOWLEDGEMENT:

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

CONFIDENTIALITY AGREEMENT:

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

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

EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT
(Continued)

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

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

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

NAME:_____ DATE: _____
(Signature)

NAME:_____
(Please print)

POSITION: CONTRACTOR

Revised: 4/21/05

EXHIBIT D

SUB-CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

SUB-CONTRACTOR NAME _____

CONTRACT NUMBER _____

SUB-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.

EXHIBIT D

SUB-CONTRACTOR 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 E

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

- Any event that would require Contractor or any of its officers, employees, agents and/or Sub-Contractors exclusion or suspension under federally funded health care programs, or

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

Name of authorized official _____

Please print name

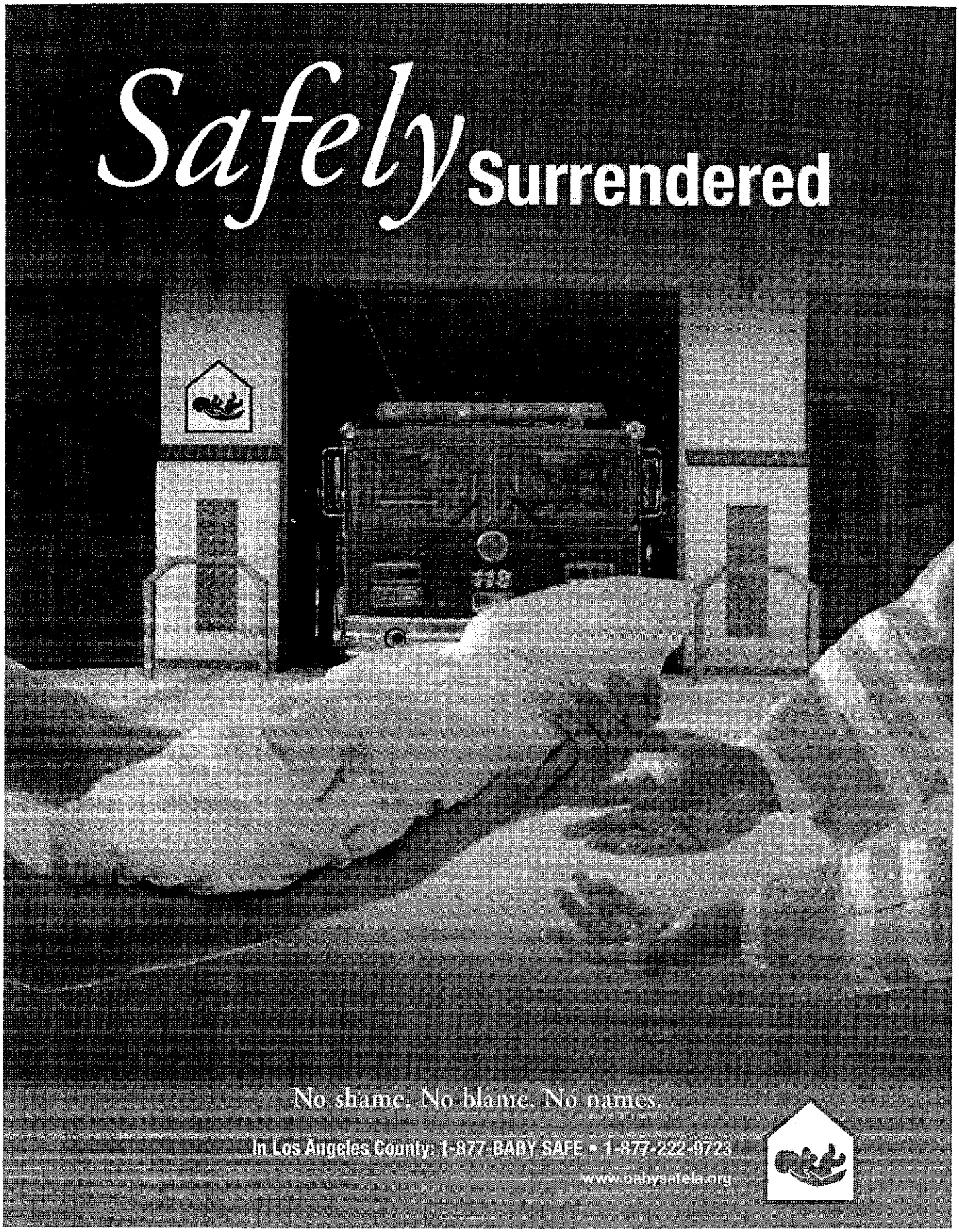
Signature of authorized official _____ Date _____

EXHIBIT F

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 lawful custodians to leave a baby at a hospital in Los Angeles County anytime, 24 hours a day, 7 days a week, without fear of being prosecuted or arrested. The Law means anyone who is in lawful custody of a newborn can leave the baby at a hospital in Los Angeles County and remain anonymous. There is no need to give any information or name. The baby must be healthy and not show signs of abuse or neglect. The Law protects parents who want to give their baby a chance at a healthy life but are afraid or not able to care for the child. The Law also protects those who want to adopt a baby. As long as the baby is three days (72 hours) or less in 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.

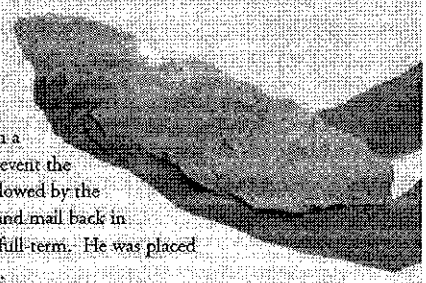
What happens to the parent or surrendering adult?

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?

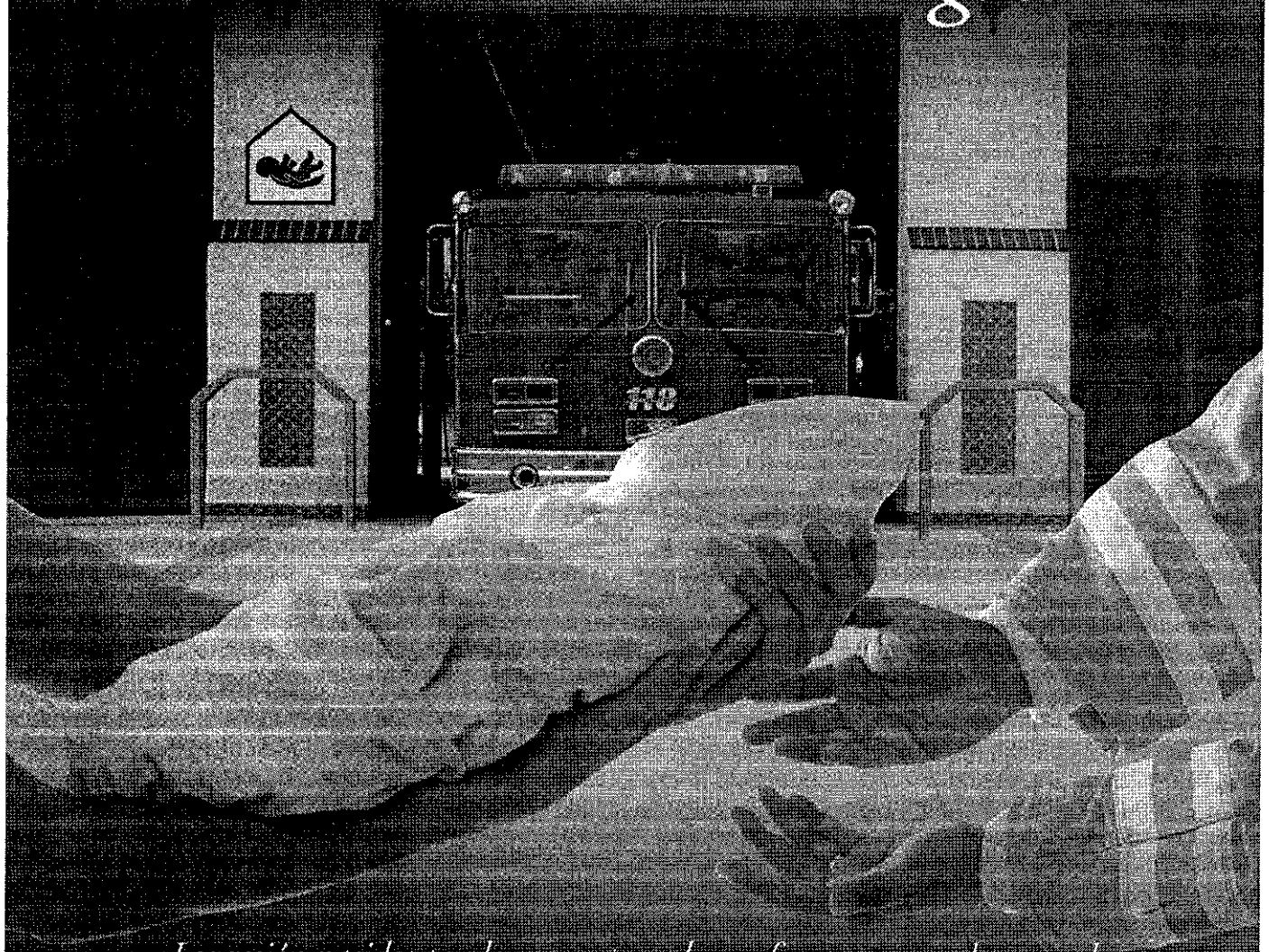
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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 Ángeles: 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?

[illegible] Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres o otras personas con custodia legal, [illegible] 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 Angeles.

¿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 G

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

Contractor Services Agreement (Exhibit G updated 3-27-07)

ATTACHMENT II

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

February 10, 2009

TO: Each Supervisor

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

SUBJECT: **NOTICE OF INTENT TO ENTER INTO SOLE SOURCE NEGOTIATIONS WITH TRILOGY INTEGRATED RESOURCES, LLC**

In accordance with the contracting for Personal Services Consultants Criteria and Procedures agreement approved by the Board of Supervisors (Board) on February 9, 1999, this is to advise your Board that the Department of Mental Health (DMH) intends to enter into sole source negotiations with Trilogy Integrated Resources, LLC (Trilogy) to provide all personnel, materials, and services necessary to continue to operate a comprehensive 24-hour, seven (7) day a week Network of Care (NOC) for Mental Health web site and portal available to Los Angeles County (County) residents. In addition, DMH is requesting the addition of mental health information specific to veterans (transition age youth, adults, and older adults) as part of the new NOC platform "For Vets." Contractor shall maintain full functionality of all features of the NOC web site and portal, including a searchable database of mental health service providers in the County.

Trilogy was initially selected through a County Purchase Order No. T40603, dated June 4, 2006, for the development and launching of the NOC site as well as its complete ongoing maintenance requirements. The State Department of Mental Health (SDMH) covered the initial cost of development to counties as part of its effort to create a statewide information network for the purposes of implementing the Mental Health Services Act (MHSA).

BACKGROUND

NOC is an internet project that was funded by the State of California (State) through a Long-Term Care Innovation Grant from the Department of Aging in a competitive procurement process in October 2000. This was part of Governor Gray Davis' "Aging with Dignity" Initiative, which expanded the availability of alternatives to nursing home care and assisted older Californians and those with disabilities to remain in their own homes and communities. The NOC web site was created and developed as a partnership between the State, County governments, and Trilogy. The project provides access to a broad array of social services online to people with disabilities, the elderly, and to their families and caregivers. The project was first implemented in Alameda and Sacramento counties and quickly spread to

15 other counties and is now offered to nearly three-quarters of the state's population. The success of the Aging web site prompted two (2) additional sites to be built in the health and human service field.

The Prop 10 Commission authorized Trilogy to build a similar site for kids at risk starting in Contra Costa County, and SDMH authorized Trilogy to construct a web site for the mental health community. After seven (7) months of development including considerable input from SDMH, members of the California Mental Health Directors Association, and a variety of consumer groups, the mental health site was launched in San Diego County on April 30, 2003.

The NOC web site for mental health features an easy to use and comprehensive Service Directory; a political advocacy tool; an enormous library; links to mental health web sites nationwide; important information to help link individuals to support groups and personal advocacy resources in the community, as well as a repository of best practices and successful, creative ways for communities to respond to people with mental health needs.

Trilogy's mental health site supports the "No Wrong Door" philosophy of care, enabling families to access needed mental health services regardless of their first point of contact with the public system. It facilitates the integration of services in the System of Care by allowing public and nonprofit agencies to work together more effectively in providing wraparound and other collaborative services to individuals and families.

Mental Health Services Act (MHSA)

The SDMH adopted a proposal by the California Mental Health Directors Association to partner with counties to utilize the NOC to support and implement the goals and objectives of the MHSA. The establishment of the NOC assists each county with planning and implementation of MHSA programs, specifically in the areas of Prevention and Early Intervention; Promotion of Recovery, Resiliency and Consumer Empowerment; and Innovative Programs. The web portal improves access to services, especially for underserved populations; enables outreach to multiple audiences; helps reduce stigma and discrimination; supports consumer empowerment, self-determination and self-reliance; and promotes interagency collaboration.

JUSTIFICATION

The NOC web site originated as a demonstration project through the Long Term Care (LTC) Innovation Grant that encouraged innovative service delivery. The State determined through its Request for Proposal (RFP) process that the NOC concept was innovative, creative and could be replicated throughout the State. There is no other Internet site that provides the following services to the mentally ill and their families and caregivers in an integrated approach: 1) updated community services; 2) on-line capacity for consumers to

maintain a personal information record that can be shared with care coordinators (for example, prescription data); 3) timely and accurate educational materials; and 4) directly links with local, State and federal legislators to assist consumers and advocates in direct access to policy-makers and others.

Trilogy is a company dedicated to improving information and communication in the health, law enforcement (most recently probation), emergency, and social service fields at the community level. Trilogy works primarily with State and county governments and other local human service entities to establish one-stop information resources centered on highly interactive community-based web sites. There is no other comparable web site available for price or performance comparison. In addition, in the event of a natural disaster in Los Angeles County where local communication is inoperable, NOC offers the potential to serve as a back-up web site for DMH. When the State awarded the original pilot project to the counties of Alameda and Sacramento for the aging site, Trilogy became the chosen vendor. Likewise, when SDMH wished to develop the mental health site, Trilogy was the only entity that could realistically be considered. Trilogy owns the rights to the NOC site. Fifty-eight other counties in the State have already developed NOC sites and all have been via sole source contracts with Trilogy.

SCOPE OF WORK

The goal of the NOC web site is to improve coordination of health, law enforcement, emergency and social services and provide critical information to the community in a simple, fast and accurate manner through the Internet.

Contractor objectives are to:

- Provide a simpler, faster, centralized, accessible and searchable online information resource for consumers, their families and/or caregivers to find out what appropriate community services are available to them, and for providers to have and use information about other services in their community;
- Provide online capacity for consumers to maintain a personal information record that could, with the consumer's consent, also be used by care coordinators;
- Provide significantly improved community access to information and services for all consumers, including people with disabilities, people with limited or no English literacy skills, and for low-income individuals;
- Provide timely and accurate educational materials to be available on the web site regarding diseases and conditions, medications and treatments, care management issues, prevention, early intervention, planning, consumer advocacy and protection, and other related topics on mental health;

- Provide a legislation/bill-tracking section of all proposed State and federal legislation that affects the mental health community. Contractor will update the bill-tracking section on a daily basis in order to follow amendments and votes. The legislation channel would include methods of communicating directly with legislators on all proposed legislation and thus serve as a powerful information and advocacy tool;
- Provide a mechanism for greater communication among consumers as well as greater advocacy capability for the mental health community and policy makers;
- Provide easy access to information about county and State programs, information, and assistance; and
- Provide a subscription-based e-mail distribution of a quarterly newsletter intended to communicate MHSA success and ongoing confidence amongst stakeholders, decision-makers, and the general public in order to build support and advocate for on-going MHSA funding.

The goal of the new NOC platform for the "For Vets" project is to provide specific channels on the site dealing with veterans' issues.

Contractor objectives are to:

- Provide a comprehensive service resources directory for veterans in our service areas. Users can find nonprofit agencies, associations, clinics, research foundations, and other resources that deal with their specific needs in an easy-to-use online tool that is 2-1-1 compliant;
- Provide a library of articles, checklists, and commentaries written by the leading experts and organizations dealing with veterans' issues. Articles would be easily available for online viewing, printing, and e-mailing to others;
- Provide a legislation/bill-tracking section of all proposed State and federal legislation that affects the veteran community. Contractor will update the bill-tracking section on a daily basis in order to follow amendments and votes. The legislation channel would include methods of communicating directly with legislators on all proposed legislation and thus serve as a powerful information and advocacy tool;
- Provide a link to a network of city, county, state, and federal agencies dealing with issues related to veterans;
- Provide a folder for a family member or care provider to create a private, secure file of information and, if they choose, share it with a trusted friend or relative;
- Provide links to credible support and advocacy agencies at the national, state, and local level; and

- Provide information about assistive devices currently made in the United States searchable by function and manufacturer.

In addition to these web site channels, Contractor will also provide:

- A blog and social networking component which will allow veterans to share their stories and ideas;
- A "Vet to Vet" peer support component which will connect peers and mentors with those looking for a mentor;
- An "Operation Healthy Reunion" component aimed at providing information that will assist veterans in facilitating healthy reunions and long term relationships with their civilian friends and family; and
- A "Local Employment and Training Options" component which will provide information on any local job, vocational training, or educational opportunities available to veterans.

NOTIFICATION TIMELINE

Unless otherwise directed by your Board within two (2) weeks from the date of this notification, we will proceed with negotiating the sole source agreement.

If you have any questions or need additional information, please contact me at (213) 738-4601, or your staff may contact Robert Greenless, Ph.D., DMH Chief Information Officer, at (213) 251-6481, or Kumar Menon, Community & Government Relations, at (213) 639-6757.

MJS:RK:RG:dm

c: Sheila Shima, DCEO, Health & Mental Health Services
Stephanie Farrell, County Counsel
Robert Greenless, CIO, DMH
Henry Balta, Associate CIO
David Seindenfeld, CEO Budget Analyst

NOTED AND APPROVED:

Richard Sanchez
Acting Chief Information Officer

2-12-09
Date

NoticeInt/Trilogy.v4 (02/10/09)

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS *Identify applicable justification and provide documentation for each checked item.*
(✓)	➢ **Only one bona fide source for the service exists; performance and price competition are not available.**
	➢ **Quick action is required (emergency situation).**
	➢ **Proposals have been solicited but no satisfactory proposals were received.**
	➢ **Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.**
	➢ **Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.**
(✓)	➢ **It is more cost-effective to obtain services by exercising an option under an existing contract.** Current annual subscription cost @$8,667/month = $104,000 <less> 25% discount for NACBHD[1] membership = <$26,000> Projected annual subscription cost = $78,000 An additional 4% discount will be applied if DMH pays the maintenance on an annual basis.
	➢ **It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.**
(✓)	➢ **Other reason. Please explain:** There is no other comparable Network of Care (NOC) website available for price or performance comparison. Fifty-eight (58) other counties in the State have already developed NOC sites with Trilogy Integrated Resources, LLC.
Deputy Chief Executive Officer, CEO	8/4/09 **Date**

[1] National Association of County Behavioral Health Directors