

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

June 06, 2012

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

44 June 6, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVAL TO EXTEND THE TERM OF FIVE CONSULTANT SERVICES AGREEMENTS FOR SITING MENTAL HEALTH FACILITIES AND PROGRAMS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to extend the term of five Consultant Services Agreements for the provision of consultation services to Department of Mental Health and Department of Mental Health's contracted providers seeking to site new mental health programs or facilities, and for authority to execute similar agreements with additional qualified agencies.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute amendments, substantially similar to Attachment I, to extend the term of five existing Consultant Services Agreements (Agreements) from June 30, 2012, to June 30, 2013, with the following five consultants: 1) A Community of Friends; 2) Law Office of Kim Savage; 3) Mental Health Advocacy Services, Inc.; 4) NAMI Urban Los Angeles; and 5) Step Up on Second. These agreements allow these consultants to provide on an "as needed basis" support to the Department of Mental Health (DMH) and to DMH-contracted mental health providers in siting new mental health facilities and affordable supportive housing developments in accordance with DMH's approved Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan. The amendments will be effective June 30, 2012 and will extend the term of the Agreements for one year, with a provision for four automatic one-year renewal periods. The funding for all five agreements will not exceed \$50,000 for Fiscal Years (FYs) 2012-13 through 2016-17. These agreements will be fully funded by State MHSA revenue.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future Agreements, substantially similar to Attachment II, with additional qualified agencies that respond favorably to DMH's Request For Statement of Interest (RFSI) for Siting new Mental Health Programs or Facilities under the MHSA.

3. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments that add a specific Statement of Work (SOW) to the Agreement for specific siting projects as such projects are developed provided that: 1) approval of County Counsel, or designee, is obtained prior to any such amendments; 2) the cost of each siting project does not exceed \$10,000; and 3) the Director, or his designee, notifies your Board and the Chief Executive Officer (CEO) of any such amendment in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The five Consultant Services Agreements for siting mental health facilities and programs are currently authorized through June 30, 2012. Approval of the recommended actions will allow DMH to extend the term of the existing Agreements and to contract with other qualified agencies for support on an "as needed basis" to agencies that anticipate community opposition to siting facilities or housing developments in neighborhoods where clients can readily access services or housing.

DMH will not guarantee a qualified contractor a specific project or a funding amount as this will be based on the specific needs for siting related consultant services. Once a request is received from DMH directly-operated clinics, contract agencies and/or other community-based agencies, a SOW will be developed in conjunction with the requesting agency. The SOW will be sent out to bid to consultants determined to be qualified pursuant to DMH's RFSI for Siting new Mental Health Programs or Facilities under the MHSA. The County will compensate the consultant selected for each project in accordance with the rates established in their individual agreement, which will remain the same in this extension. Projects will vary in length, time and intensity, and may include hands-on consulting to project managers, training, preparing written material, community involvement, attending meetings or other tasks that may be required to site a project in the community. Each project will be limited to \$10,000.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The total funding available for these Agreements in FY 2012-13 is \$50,000 fully funded with State MHSA revenue included in DMH's FY 2012-13 Recommended Budget. Funding for future fiscal years will be requested in the Department's annual budget request process.

The Agreements do not contain a contract dollar amount. The County will not guarantee a contractor a specific project or funding amount as this will be based on an "as needed basis."

There is no net County cost impact associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Siting issues and conflicts have been a long-standing obstacle and deterrent to establishing new community programs and facilities and/or affordable housing that serve individuals with mental illness. There have been numerous incidents in the past in which neighborhood coalitions have actively and vigorously protested sites selected to provide mental health services or affordable housing and, in some instances, have prevailed in having the program site moved elsewhere.

In anticipation that communities may strongly oppose DMH's efforts to implement the new programs funded through the MHSA, DMH stakeholders identified funds to develop siting strategies that would both raise public awareness and address the opposition community referred to as "Not In My Back Yard" (NIMBYism) before and during the implementation of new mental health facilities or affordable housing, and provide direct consultation to providers currently engaged, or about to be engaged, in the siting process.

The attached amendment and agreement formats have been approved as to form by County Counsel. DMH will administer the agreements to ensure that the consultant/training services requested are provided and that the agreement provisions and Departmental policies are being followed.

Attachment III provides information regarding Contracting with Minority/Women-Owned Firms Percentage of Ownership in Firms Contracting with the County.

CONTRACTING PROCESS

On September 30, 2008, DMH issued a Request for Information (RFI) and on May 12, 2010, DMH issued a RFSI for "Siting New Mental Health Programs or Facilities" under the MHSA (Bid# DMH093008B1 and Bid# DMH051210B1)" to over 1,400 agencies and individuals on the DMH master bidders' list, and posted the RFI/RFSI on the County and DMH websites: (<http://lacounty.info>) and (<http://dmh.lacounty.info/RFSQ>). Seven agencies responded to the RFI or RFSI. The five contractors listed on Attachment IV met the minimum qualifications and successfully responded to the Siting Mental Health Facilities and Programs RFI or RFSI. Your Board previously authorized DMH to enter into agreements with these five contractors effective through June 30, 2012. The proposed amendments will extend these agreements through June 30, 2017.

DMH will accept responses to the Siting Program RFSI on a continuous basis through June 30, 2012, and an addendum to the RFSI will be posted to extend this date to June 30, 2017, provided that funding remains available.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The extension of these Consultant Services Agreements will ensure the uninterrupted provisions of needed support to DMH directly-operated programs, contract agencies and/or community-based agencies who are currently experiencing opposition or anticipate difficulty with locating their program or affordable housing in the community will avail themselves of the opportunity to consult with experts in the areas of siting.

The Honorable Board of Supervisors

6/6/2012

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mg Southard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:RK:MM:RK:jn

Enclosures

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

CONTRACT NO. _____

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this ____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____
_____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated April 7, 2009, identified as County Agreement No. _____, as subsequently amended (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year (FY) 2012-13, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County desires to provide support on an "as needed" basis in siting new mental health facilities and affordable housing developments in accordance with the Department of Mental Health's (DMH) approved Mental Health Services Act (MHSA), Community Services and Supports (CSS) Plan; and

WHEREAS, the Contractor has been providing support on an "as needed" basis in siting new mental health facilities and affordable housing developments services pursuant to the Agreement. The parties wish to extend the term of Agreement to cover an additional period of five (5) years and make other revisions to the Agreement as set forth herein.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. This Amendment shall be effective on June 30, 2012.
2. Paragraph 4 (Term of Agreement), subparagraphs A and B shall be deleted in their entirety and replaced with the following:

“A. Initial Period: The Initial Renewal Period of this Agreement shall commence on July 1, 2012 and shall continue in full force and effect through June 30, 2013.

B. Automatic Renewal Period(s): After the Initial Renewal Period stated in Section A, this Agreement shall be automatically renewed by DMH, in its sole discretion, for up to four additional one-year terms, unless the desire of either party to terminate this Agreement is given in writing to the other party on or before May 31 of any COUNTY fiscal year (July 1 through June 30) in which this Agreement is in effect.

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

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2014, and shall continue in full force and effect through June 30, 2015.

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the Third Automatic Renewal Period shall commence on July 1, 2015, and shall continue in full force and effect through June 30, 2016.

(4) Fourth Automatic Renewal Period: If this Agreement is automatically renewed, the Fourth Automatic Renewal Period shall commence on July 1, 2016, and shall continue in full force and effect through June 30, 2017.”

3. Paragraph 4.0, TERM OF AGREEMENT, Subparagraph C (Termination) shall be

deleted in its entirety and the following substituted therefor:

“C. Termination: This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party. County may also terminate this Agreement immediately if County determines that any Federal, State, and/or County funds are not budgeted or available for this Agreement or any portion hereof.”

4. Paragraph 4.0, TERM of AGREEMENT, Subparagraph 4.3 shall be added to Agreement as follows:

“4.3 Contractor Alert Reporting Database (CARD): The County maintains database that track/monitor consultant performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.”

5. Paragraph 8.0, INDEMNIFICATION AND INSURANCE, shall be deleted in its entirety and the following substituted therefor:

“8.0 INDEMNIFICATION AND INSURANCE:

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

8.2 General Provision for all Insurance Coverage: Without limiting Consultant’s indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Consultant shall provide and

maintain at its own expense insurance coverage satisfying the requirements specified in Section 8.0 and 8.3 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Consultant pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Agreement.

1) Evidence of Coverage and Notice to County

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Consultant's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

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

(c) Certificate shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Consultant identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

(d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Los Angeles County - Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Ave., 5th Floor
Los Angeles, CA 90020**

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

2) Additional Insured Status and Scope of Coverage

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

they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

3) Cancellation of or Changes in Insurance

Consultant shall provide County with, or Consultant's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (3) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

4) Failure to Maintain Insurance

Consultant's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Consultant, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

5) Insurer Financial Ratings

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

6) Consultant's Insurance Shall Be Primary

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

7) Waivers of Subrogation

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

8) Sub-contractor Insurance Coverage Requirements

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

9) Deductibles and Self-Insured Retentions (SIRs)

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

by a corporate surety licensed to transact business in the State of California.

10) Claims Made Coverage

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

11) Application of Excess Liability Coverage

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

12) Separation of Insureds

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

13) Alternative Risk Financing Programs

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

14) County Review and Approval of Insurance Requirements

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

8.3 Insurance Coverage

1) Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional

insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

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

4) Unique Insurance Coverage

a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million

aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

b) Professional Liability/Errors and Omissions

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

8.4 A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, respondents may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com."

6. Paragraph 52.0, BACKGROUND AND SECURITY INVESTIGATIONS, shall be added to Agreement as follows:

"52.0 BACKGROUND AND SECURITY INVESTIGATIONS:

52.1 Each of Consultant's staff performing services under this Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees

associated with the background investigation shall be at the expense of the Consultant, regardless if the member of Consultant's staff passes or fails the background investigation.

52.2 If a member of Consultant's staff does not pass the background investigation, County may request that the member of Consultant's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to Consultant or to Consultant's staff any information obtained through the County's background investigation.

52.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

52.4 Disqualification of any member of Consultant's staff pursuant to this Paragraph 52.0 shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement."

7. Paragraph 52.0 (NOTICES), shall be changed to read Paragraph 53.0. Any references made to Paragraph 52.0 (NOTICES), shall be deemed a reference to Paragraph 53.0. Whenever the Paragraph 52.0 (NOTICES) appears in Agreement, the parties agree that Paragraph 53.0 (NOTICES) shall be substituted therefore.
8. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

COUNTY OF LOS ANGELES

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

CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

 Business Address:

 CONTRACT NUMBER

 REFERENCE NUMBER

Supervisory District(s) _____

CONSULTANT SERVICES AGREEMENT

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EXHIBITS

- A. STATEMENT OF WORK / FEE SCHEDULE
- B. CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- C. CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D. CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
- F. FACT SHEET “SAFELY SURRENDERED BABY LAW”
- G. CHARITABLE CONTRIBUTIONS CERTIFICATION

CONSULTANT SERVICES AGREEMENT

THIS MASTER AGREEMENT (hereafter "Agreement") is made and entered into this ____ day of _____, 2012, by and between _____ (hereafter "CONSULTANT") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "COUNTY").

RECITALS

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

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

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

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

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

PREAMBLE

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

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and

prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

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

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

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

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

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

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.

- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated comprehensive information, services and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and

workforce readiness.

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

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

- Post compliant and appeal procedures

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

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

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

- | | |
|--------------|---|
| 1.Exhibit A- | Statement of Work / Fee Schedule |
| 2.Exhibit B- | Consultant Acknowledgement and Confidentiality Agreement |
| 3.Exhibit C- | Consultant Employee Acknowledgement and Confidentiality Agreement |
| 4.Exhibit D- | Consultant Non-Employee 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: Consultant shall provide services to County as set forth in Exhibit A (Statement of Work / Fee Schedule) which is attached hereto and incorporated by reference as though fully set forth herein.

4.0 TERM OF AGREEMENT:

A. Initial Period: The initial Period of this Agreement shall commence on _____, 2012 and shall continue in full force and effect through June 30, 2013.

B. Automatic Renewal Period(s): After the Initial Renewal Period stated in Section A, this Agreement shall be automatically renewed by DMH, in its sole discretion, for up to four additional one-year terms, unless the desire of either party to terminate this Agreement is given in writing to the other party on or

before May 31 of any COUNTY fiscal year (July 1 through June 30) in which this Agreement is in effect.

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

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2014, and shall continue in full force and effect through June 30, 2015.

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the Third Automatic Renewal Period shall commence on July 1, 2015, and shall continue in full force and effect through June 30, 2016.

(4) Fourth Automatic Renewal Period: If this Agreement is automatically renewed, the Fourth Automatic Renewal Period shall commence on July 1, 2016, and shall continue in full force and effect through June 30, 2017.”

C. Termination: This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party. County may also terminate this Agreement immediately if County determines that any Federal, State, and/or County funds are not budgeted or available for this Agreement or any portion hereof.

4.1 Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 53.0 (NOTICES).

4.2 Suspension of Payments: Payments to Consultant under this Agreement shall be suspended if Director, for good cause, determines that Consultant 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 Consultant, including a statement of the reason(s) for such suspension. Thereafter, Consultant may, within 15 calendar days, request reconsideration of the Director’s decision. Payments shall not be withheld pending the results of the reconsideration process.

4.3 Contractor Alert Reporting Database (CARD): The County maintains database that track/monitor consultant performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

5.0 COMPENSATION:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A, Consultant shall be paid in accordance with the Fee Schedule established in Exhibit A. Total compensation for all services furnished hereunder shall not exceed the sum of _____ DOLLARS (\$) for Fiscal Year 2012-2013; _____ DOLLARS (\$) for Fiscal Year 2013-2014; for Fiscal Year 2014-2015, _____ DOLLARS (\$) for Fiscal Year 2015-2016, _____ DOLLARS (\$) for Fiscal Year 2016-2017, _____ DOLLARS (\$_____). Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A. To request payment, Consultant shall present to County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

5.2 The Total Compensation Amount for this Agreement shall not exceed _____ DOLLARS (\$) for Fiscal Year 2012-2013, _____ DOLLARS (\$) for Fiscal Year 2013-2014, _____ DOLLARS (\$) for Fiscal Year 2014-2015, _____ DOLLARS (\$) for Fiscal Year 2014-2015, _____ DOLLARS (\$) for Fiscal Year 2015-2016, _____ DOLLARS (\$) for Fiscal Year 2016-2017, _____ DOLLARS (\$_____). In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Consultant shall submit invoices to:

County of Los Angeles
Department of Mental Health
695 South Vermont Avenue, 10th Floor
Los Angeles, CA 90005

ATTN: Maria Funk

5.3 Notwithstanding any other provision of this Agreement, in no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder during the Initial Period. Furthermore, Consultant shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 53.0 (NOTICES).

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

5.5 Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Consultant under this Agreement shall also be reduced correspondingly. The County's notice to the Consultant 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 Consultant shall continue to provide all of the services set forth in this Agreement.

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Program Manager:

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

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

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

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

8.0 INDEMNIFICATION AND INSURANCE:

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

8.2 General Provision for all Insurance Coverage: Without limiting Consultant's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Consultant shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 8.0 and 8.3 of this Agreement. These minimum insurance coverage terms,

types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Consultant pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Agreement.

1) Evidence of Coverage and Notice to County

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Consultant's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

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

(c) Certificate shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Consultant identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

(d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County - Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Ave., 5th Floor

Los Angeles, CA 90020

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

2) Additional Insured Status and Scope of Coverage

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

3) Cancellation of or Changes in Insurance

Consultant shall provide County with, or Consultant's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (3) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

4) Failure to Maintain Insurance

Consultant's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Consultant, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

5) Insurer Financial Ratings

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

6) Consultant's Insurance Shall Be Primary

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

7) Waivers of Subrogation

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

8) Sub-contractor Insurance Coverage Requirements

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

9) Deductibles and Self-Insured Retentions (SIRs)

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

10) Claims Made Coverage

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

11) Application of Excess Liability Coverage

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

12) Separation of Insureds

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

13) Alternative Risk Financing Programs

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

14) County Review and Approval of Insurance Requirements

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

8.3 Insurance Coverage

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

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

4) Unique Insurance Coverage

a) Sexual Misconduct Liability

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

person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

b) Professional Liability/Errors and Omissions

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

8.4 A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, respondents may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

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

10.0 CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall maintain on file an executed Consultant Employee Acknowledgement and Confidentiality Agreement (Exhibit C) 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 CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall maintain on file an executed Consultant Non-Employee Acknowledgement

and Confidentiality Agreement (Exhibit D) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

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

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

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

13.0 TERMINATION OF AGREEMENT:

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

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

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

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

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

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

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

Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant'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 Consultant of any such changes in allocation of funds at the earliest possible date.

15.0 DELEGATION AND ASSIGNMENT BY CONSULTANT:

A. Consultant shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and

executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.

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

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

16.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Consultant without the prior written consent of County, as provided in this Paragraph 16.0. Any attempt by Consultant to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Consultant, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Consultant desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Consultant shall make a written request to County for written approval

to enter into the particular subcontract. Consultant's request to County shall include:

- (1) The reasons for the particular subcontract.
- (2) A detailed description of the services to be provided by the subcontract.
- (3) Identification of the proposed subcontract and an explanation of why and how the

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

- (4) A description of the proposed subcontract amount and manner of compensation,

together with Consultant's cost or analysis thereof.

- (5) A copy of the proposed subcontract which shall contain the following provision:

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

- (6) A copy of the proposed subcontract, if in excess of \$10,000 and utilizes State funds,

shall also contain the following provision:

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

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

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

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

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

E. Notwithstanding any County consent to any subcontracting, Consultant shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to

limit in any way Consultant's performance, obligations, or responsibilities, to County, not shall such approval limit in any way Consultant's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

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

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

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

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

J. In the event that County consents to any subcontracting, Consultant shall be solely Liable and responsible for any and all payments and/or other compensation to all Sub-Consultants and their

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

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

L. In the event that County consents to any subcontracting, Consultant shall obtain an executed Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit D) attached hereto and incorporated herein by reference for each of the subconsultant's employees performing services under the subcontract. Such acknowledgements shall be delivered to the Chief of DMH's Contract Development and Administration Division on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

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

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

17.0 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.

18.0 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.

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

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

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

21.0 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.

22.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Consultant 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 Consultant'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 Consultant whenever County policies or procedures are to apply to this contract provision at least, where feasible, 30 calendar days prior to implementation.

23.0 INDEPENDENT CONSULTANT STATUS: It is understood and agreed, and it is the intention of the parties hereto, that Consultant is an independent Consultant and not the employee, agent, joint venture, or

partner of County for any purpose whatsoever. Consultant shall be solely liable and responsible for the payment of any and all Federal, State or local taxes which may be or become due as a result of Consultant's engagement under this Agreement.

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

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

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

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

Agreement on behalf of Consultant.

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

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

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

28.0 TERMINATION FOR DEFAULT:

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

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

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

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

incurred by County, as determined by County, for such similar services.

28.3 The rights and remedies of County provided in this Paragraph 27.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

31.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. If Consultant decides to pursue consideration of GAIN/GROW participants for hiring, Consultant 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 the Consultant.

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

32.0 CHILD SUPPORT COMPLIANCE PROGRAM:

32.1 Consultant's Warranty of Adherence to County's Child Support Compliance Program:

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

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

32.2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth pursuant to Subparagraph 32.1 (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 28.0 (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

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

34.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Consultant

shall notify its employees, and shall require each Sub-Consultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

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

36.0 CONSULTANT RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

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

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

Board pursuant to the same procedures as for a debarment hearing.

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

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

37.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY

EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Consultant hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Consultant certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Consultant certifies that, to its knowledge, none of its Sub-Consultants, at any tier, or any owner, officer, partner, director or other principal of any Sub-Consultant is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Consultant shall immediately notify County in writing, during the term of this Agreement, should it or any of its Sub-Consultants or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Consultant to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

38.0 CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

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

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

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

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

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

Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

Consultant shall also comply with DMH Policy "Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts" which includes the following topics: 1) Consultant's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Consultant's responsibility to provide employee identification information within three (3) business days should DMH or its

representatives request it related to sanction list screening compliance.

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

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

39.0 CONSULTANT'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT:

Under this Agreement, Consultant ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) 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 ("Business Associate Agreement") 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.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, title XIII and title IV of Division B, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

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

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "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. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "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.

1.6 "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).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "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 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.

1.10 "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.

1.11 "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.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

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

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

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

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 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 or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 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 Business Associate Agreement. 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 as in effect or as amended.

(b) as to Electronic Protected 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; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate:

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, agents, subcontractors, or other

parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

**Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166**

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is

reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed;
and

(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than

30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 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 Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal

address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language. Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 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.

2.8 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. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 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.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order 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 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 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 2.10, 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 2.10 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. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all

liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

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 Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 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 either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

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

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

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or

expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate 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 Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

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

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

5.4 Regulatory References. A reference in this Business Associate Agreement 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 Business Associate Agreement 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 Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

40.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

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

(2) For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Consultant. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any Sub-Consultant to perform services for the

County under the Agreement, the Sub-Consultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

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

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

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

42.0 CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage

its Sub-Consultants, if any, to post this poster in a prominent position in the Sub-Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

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

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

45.0 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 Consultant'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.

46.0 COMPLIANCE WITH APPLICABLE LAW:

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

B. Consultant 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 Consultant, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

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

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

47.0 ALTERATION OF TERMS:

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

The County's Board of Supervisors or 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 Consultant and by the Director of Mental Health.

48.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This Contract 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, Consultant shall pay particular attention to the following provisions in Chapter 2.204:

Consultant 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.

Consultant 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.

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

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. 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 contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Consultant Non-responsibility and Consultant Debarment).

The above penalties shall also apply to any Consultant 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 Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

49.0 FORCE MAJEURE:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-paragraph, the term "subconsultant" and "subconsultant" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Consultant 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.

50.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY

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

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

51.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S

DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 50.0 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this

contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52.0 BACKGROUND AND SECURITY INVESTIGATIONS:

52.1 Each of Consultant's staff performing services under this Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Consultant, regardless if the member of Consultant's staff passes or fails the background investigation.

52.2 If a member of Consultant's staff does not pass the background investigation, County may request that the member of Consultant's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to Consultant or to Consultant's staff any information obtained through the County's background investigation.

52.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

52.4 Disqualification of any member of Consultant's staff pursuant to this Paragraph 52.0 shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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53.0 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
550 S. Vermont Avenue
Los Angeles, California 90020
ATTN: Chief, Contracts Development & Admin.

If to CONSULTANT:

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

COUNTY OF LOS ANGELES

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

CONSULTANT

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

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

EXHIBIT A

CONSULTATION AND TRAINING FOR DEVELOPERS AND SERVICE PROVIDERS SEEKING TO SITE NEW MENTAL HEALTH PROGRAMS OR FACILITIES UNDER THE MENTAL HEALTH SERVICES ACT

STATEMENT OF WORK / FEE SCHEDULE FOR FISCAL YEARS 2012-13, 2013-14, 2014-15, 2015-16 AND 2016-17

1. Overview

Los Angeles County Mental Health Service Act (MHSA) stakeholders recognized early in the planning process that barriers to siting new programs, such as Wellness Centers and Drop-In Centers, as well as new and affordable housing for individuals with mental illness, could negatively impact the implementation of the Community Services and Support (CSS) Plan. There have been numerous incidents in the past in which neighborhood coalitions or elected officials have actively and vigorously protested sites selected to provide mental health services and, in some instances, have prevailed in having the program site moved elsewhere. Funding was consequently earmarked in the CSS Plan to provide consultation and training to new programs that could potentially encounter difficulties within their communities as they attempted to site their project.

The County of Los Angeles – Department of Mental Health (LAC-DMH's) objectives are to support these agencies in securing community and political acceptance and to provide brief, specific expertise in addressing a myriad of issues that may present themselves in the siting process.

2. General Scope of Work

This Agreement does not guarantee a specific project or funding amount as this will be based on specific needs of the provider. Each request for consultation will vary in nature, scope, and duration since it will be based on the needs of the individual project. A project is defined as either a service delivered to one provider as a result of the provider's request for assistance or a service, such as a training, that is delivered to many agencies by one consultant. A more detailed Scope of Work will be developed for each project which will specify the deliverables, payment and time frame and which will be added to the Agreement via an amendment. Each project will be limited to a maximum cost of \$10,000 ensuring sufficient funding for a minimum of five projects.

The following are examples of deliverables that can be requested and which Contractor may be requested to provide.

Affordable Housing

- Provide training on the planning and development process of affordable housing;
- Provide consultation on developing an affordable supportive housing model that includes a breakdown of the development costs, operating expenses, services, staffing and funding;
- Provide consultation on developing a business plan for an affordable supportive housing project; and
- Provide training to the Department of Mental Health (DMH) service providers and affordable housing developers on various models that are feasible to implement in Los Angeles County.

Public Relations

- Provide training on Successful Strategies for Siting Mental Health Programs;
- Provide consultation on individual projects in overcoming local community and political opposition to siting a mental health project;
- Provide consultation on using the media to rally support for a mental health project; and
- Provide consultation on outreaching to a community before projects are sited to stem potential “Not In My Backyard (NIMBY)” reactions.

Land Use, Zoning, Fair Housing

- Provide consultation on selecting a site for development or rehabilitation with respect to Land Use and Zoning regulations;
- Provide consultation on how to successfully petition for a variance or conditional use permit;
- Provide consultation on seeking reasonable accommodation for a site or tenants who have special needs; and
- Provide training on Fair Housing Laws and their applicability to DMH clients.

Financing

- Provide Consultation on evaluating the financial feasibility of prospective affordable housing projects;

- Provide consultation on seeking an array of potential funding sources taking into consideration the timing of the assistance and the terms of the assistance; and
- Provide training on layering financing from multiple sources and leveraging funds for maximum returns.

Other Areas

- Provide legal expertise in areas not covered in the sections above; and
- Provide site selection expertise to accommodate local practices of enforcing municipal code regulations.

3. Payment for Deliverables

Consultation fees may range from \$100 - \$250 per hour;

Training fees may range from \$250 - \$400 per hour; and

Consultants and trainers will be responsible for providing all clerical and secretarial support and all other expenses such as supplies, telephone and transportation.

In the event the State or federal government deny any or all claims submitted by County on behalf of Consultant, County will not be responsible for any payment obligation and, accordingly, Consultant shall not seek any payment from County and shall indemnify and hold harmless County from any and all liabilities for payment of any or all of those specific denied claims, except for any claims which are denied due to the fault of the County. Any controversy or dispute arising from such State or federal denied claims shall be handled by Consultant in accordance with the applicable State and/or federal administrative appeal process.

CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSULTANT NAME _____ Contract No. _____

GENERAL INFORMATION:

The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Consultant Acknowledgement and Confidentiality Agreement.

CONSULTANT ACKNOWLEDGEMENT:

Consultant understands and agrees that the Consultant employees, consultants, Outsourced Vendors and independent Consultants (Consultant's Staff) that will provide services in the above referenced agreement are Consultant's sole responsibility. Consultant understands and agrees that Consultant's Staff must rely exclusively upon Consultant for payment of salary and any and all other benefits payable by virtue of Consultant's Staff's performance of work under the above-referenced contract.

Consultant understands and agrees that Consultant's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Consultant's Staff 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. Consultant understands and agrees that Consultant's Staff 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:

Consultant and Consultant's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Consultant and Consultant's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Consultant and Consultant's Staff may also have access to proprietary information supplied 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, criminal, and welfare recipient records. Consultant and Consultant's Staff understand that if they are involved in County work, the County must ensure that Consultant and Consultant's Staff, will protect the confidentiality of such data and information. Consequently, Consultant must sign this Confidentiality Agreement as a condition of work to be provided by Consultant's Staff for the County.

Consultant and Consultant's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Consultant and the County of Los Angeles. Consultant and Consultant's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Consultant and Consultant's Staff agree to keep confidential all 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, Consultant proprietary information and all other original materials produced, created, or provided to Consultant and Consultant's Staff under the above-referenced contract. Consultant and Consultant's Staff agree to protect these confidential materials against disclosure to other than Consultant or County employees who have a need to know the information. Consultant and Consultant's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Consultant and Consultant's Staff shall keep such information confidential.

Consultant and Consultant's Staff agree to report any and all violations of this agreement by Consultant and Consultant's Staff and/or by any other person of whom Consultant and Consultant's Staff become aware.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Revised: 082508

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONSULTANT

Consultant Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Consultant Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Consultant referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied 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, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken 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 between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all 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, Consultant 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 my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

When completed, this form must be maintained on file by CONSULTANT in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.
Revised (082508)

CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Consultant Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Consultant referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Consultant referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied 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, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Consultant for the County. I have read this agreement and have taken 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 between the above-referenced Consultant and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Consultant.

I agree to keep confidential all 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, Consultant 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 the above-referenced Consultant or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Consultant any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Consultant upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

Name of authorized official _____

Please print name

Signature of authorized official _____ Date _____

Consultant FY12-13 Attestation Exhibit E

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



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

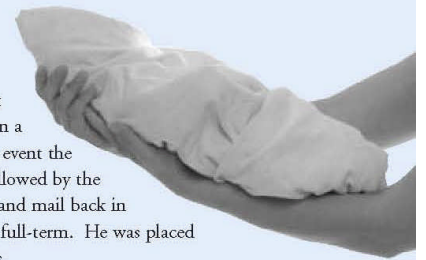
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division**

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

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	A Community of Friends	NP								
2	Law Office of Kim Savage	P								100%
3	Mental Health Advocacy Services, Inc.	NP								
4	NAMI Urban Los Angeles	NP								
5	Step Up on Second	NP								
7										
8										
9										
10										
11										
12										
13										

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

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

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

ATTACHMENT IV

CONSULTANT SERVICES AGREEMENTS
FOR SITTING NEW MENTAL HEALTH PROGRAMS OR FACILITIES
UNDER THE MENTAL HEALTH SERVICES ACT

Item No.	CONTRACTOR	SUP. DIST.	Agreement Term FY 2012-13 thru FY 2016-17
1	A Community of Friends 3701 Wilshire Blvd., Ste. 700 Los Angeles, CA 90010	ALL	5 Yrs.
2	Law Office of Kim Savage Post Office Box 41580 Long Beach, CA 90853	ALL	5 Yrs.
3	Mental Health Advocacy Services, Inc. 3255 Wilshire Blvd., Ste. 902 Los Angeles, CA 90010	ALL	5 Yrs.
4	NAMI Urban Los Angeles 4305 Degnan Boulevard, Ste. 101 Los Angeles, CA 90008	ALL	5 Yrs.
5	Step Up on Second 1328 Second Street Santa Monica, CA 90401	ALL	5 Yrs.