



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV



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

ROBIN KAY, Ph.D.,
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 02, 2015

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

30 OF JUNE 2, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO RENEW A SOLE SOURCE SERVICES AGREEMENT WITH
TRILOGY INTEGRATED RESOURCES, LLC
FOR FISCAL YEARS 2015-16 THROUGH 2019-20
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute a Department of Mental Health (DMH) sole source Services Agreement, substantially similar to Attachment I, with Trilogy Integrated Resources, LLC (Trilogy), to provide all personnel, materials, maintenance and support services necessary for: (1) the continued operation of two comprehensive 24-hour, seven days a week Network of Care (NOC) websites available to all Los Angeles County (County) residents; and (2) the addition of a Web Application on the NOC websites to enhance identification of service locations using Geographic Information System (GIS) mapping technology. The Total Compensation Amount (TCA) for the term of the Agreement is \$390,500. The TCA for Fiscal Year (FY) 2015-16 is \$78,500, and the TCA for each subsequent fiscal year is \$78,000, fully funded with the State Mental Health Services Act (MHSA) revenues for FYs 2015-16 through 2019-20.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the Agreement with Trilogy, provided that: 1) the County's total payment under this

Agreement does not exceed an increase of ten percent from the Board-approved TCA; 2) any such increase will be used to provide additional functionality or additional services of the same type as described in the Agreement, or to reflect program and/or Board policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, or designee, is obtained prior to such amendments; 5) the Director notifies your Board and the Interim Chief Executive Officer in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to renew its sole source NOC Services Agreement with Trilogy to ensure uninterrupted services in operating two comprehensive, 24-hours a day, seven days a week NOC websites for Mental Health and Veterans (Service Members); and implement Trilogy's Web Application for a one-time deployment cost of \$500 in FY 2015-16.

Trilogy has successfully developed a Web Application on the NOC websites for Mental Health and Veterans (Service Members). The Web Application is a software browser that would allow County residents to utilize the GIS mapping to display service locations based on a selected zip code, service category, or key word. The Web Application will enhance identification of service locations. Ongoing maintenance for the Web Application will be included in the annual maintenance agreement for both websites.

The NOC Mental Health website provides critical and resourceful information, support, advocacy, and state-of-the-art communication tools for residents, caregivers, and providers concerned with mental and emotional wellness, substance abuse and developmental disabilities. The NOC Mental Health website features a comprehensive user-friendly service directory that includes website links to local, state and national resources and a network of support groups and advocacy resources. The website also provides a personal health record feature, human-translated information in 14 languages, and machine translation services in many languages.

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

The NOC websites support and implement the goals and objectives of the MHSA through the "No Wrong Door" philosophy of care, enabling access to needed services regardless of their first point of contact with the public system. It facilitates the integration of services in the system of care by allowing public and nonprofit agencies to work together more effectively in providing wraparound and other collaborative services to individuals, veterans (service members), and their families and caregivers.

Implementation of Strategic Plan Goals

The recommended Board actions support the County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The total cost of the TCA of this agreement for FY 2015-16 is \$78,500, fully funded with the State MHSA revenue. Funding is included in DMH's Recommended Budget. Funding for future years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In October 2000, the NOC Internet project was funded by the State of California (State) through a Long-Term Care Innovation Grant from the Department of Aging in a competitive Request for Proposals process. The NOC websites were created and developed as a partnership between the State, County governments, and Trilogy.

Trilogy is a company dedicated to improving information and communication in the health, law enforcement, emergency, and social service fields at the community level. Trilogy works primarily with the state and county governments and other local human service entities to establish one-stop information and resources centered on highly interactive community-based websites. In addition, in the event of a natural disaster in the County where local communication is inoperable, NOC offers the potential to serve as a back-up website for DMH.

Currently, there are 32 regional jurisdictions within California, including Los Angeles County, utilizing the NOC websites for mental health. The NOC websites assist California counties with planning and implementation of MHSA programs, specifically in the areas of Prevention and Early Intervention, Promotion of Recovery, Resiliency, Consumer Empowerment, and Innovation Programs. The websites improve access to services, especially for underserved population, enables outreach to multiple audiences, helps reduce stigma and discrimination, fosters self-determination and self-reliance, supports consumer empowerment, and promotes interagency collaboration.

The attached Agreement has been approved as to form by County Counsel. DMH program and administrative staff will continue to monitor compliance to the Agreement and ensure the Agreement's provisions and departmental policies are followed.

CONTRACTING PROCESS

On August 18, 2009, your Board approved a sole source Services Agreement with Trilogy for FYs 2009-10 through 2014-15 for the provision of NOC Mental Health websites.

Attached are the required sole source checklist (Attachment II) and the Department's notification of intent to renew Trilogy's sole source Services Agreement, submitted to your Board on April 30, 2015 (Attachment III).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the proposed actions will ensure the continued operation of the DMH's NOC Mental Health and Veteran (Service Members) websites to enable consumers and their families with access to comprehensive information, advocacy, and other resources to empower them to make the best, most informed decisions possible regarding needed care in their lives.

Respectfully submitted,

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:DM:KM:RK:sc

Enclosures

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

CONTRACTOR:

Trilogy Integrated Resources, LLC

TBA

Contract Number

N/A

Provider Number

Business Address:

1101 Fifth Avenue, Suite 250

MH190065

Reference Number

San Rafael, California 94901-2989

Supervisory District: All

Mental Health Service Area(s): All

NETWORK OF CARE SERVICES AGREEMENT

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS.....	1
1. TERM.....	2
2. ADMINISTRATION.....	3
3. DESCRIPTION OF SERVICES.....	3
4. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS.....	4
5. COMPENSATION.....	4
6. COUNTY AUDIT SETTLEMENTS.....	5
7. STAFFING.....	5
8. STAFF TRAINING AND SUPERVISION.....	6
9. PROGRAM SUPERVISION, MONITORING AND REVIEW.....	6
10. COUNTY'S QUALITY ASSURANCE PLAN.....	6
11. REPORTS.....	7
12. DISCLOSURE OF INFORMATION.....	7
13. CONFIDENTIALITY.....	8
14. REPORTING OF ABUSE AND RELATED PERSONNEL REQUIREMENTS.....	9
15. NONDISCRIMINATION IN SERVICES.....	10
16. NONDISCRIMINATION IN EMPLOYMENT.....	11
17. FAIR LABOR STANDARDS.....	12
18. INDEMNIFICATION AND INSURANCE.....	13
19. WARRANTY AGAINST CONTINGENT FEES.....	19
20. CONFLICT OF INTEREST.....	19
21. UNLAWFUL SOLICITATION.....	20
22. INDEPENDENT STATUS OF CONTRACTOR.....	20
23. DELEGATION AND ASSIGNMENT BY CONTRACTOR.....	21
24. SUBCONTRACTING.....	21
25. GOVERNING LAW, JURISDICTION AND VENUE.....	24
26. COMPLIANCE WITH APPLICABLE LAW.....	24
27. COMPLIANCE WITH CIVIL RIGHTS LAWS.....	25
28. THIRD PARTY BENEFICIARIES.....	25
29. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.....	25
30. FORM OF BUSINESS ORGANIZATION DISCLOSURE.....	26
31. TERMINATION FOR INSOLVENCY.....	26
32. TERMINATION FOR DEFAULT.....	27
33. TERMINATION FOR IMPROPER CONSIDERATION.....	28

<u>PARAGRAPH</u>	<u>PAGE</u>
34. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	28
35. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	28
36. TERMINATION OF AGREEMENT.....	29
37. TERMINATION FOR CONVENIENCE.....	30
38. SEVERABILITY.....	30
39. CAPTIONS AND PARAGRAPH HEADINGS.....	30
40. ALTERATION OF TERMS.....	30
41. ENTIRE AGREEMENT.....	31
42. WAIVER.....	32
43. EMPLOYMENT ELIGIBILITY VERIFICATION.....	32
44. PUBLICITY.....	32
45. CONTRACTOR'S OFFICES.....	33
46. AUTHORIZATION WARRANTY.....	33
47. RESTRICTIONS ON LOBBYING.....	33
48. COUNTY LOBBYISTS.....	33
49. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES.....	33
50. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS.....	34
51. CERTIFICATION OF DRUG-FREE WORK PLACE.....	34
52. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	34
53. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEE ON A RE-EMPLOYMENT LIST.....	35
54. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....	35
55. RECYCLED BOND PAPER.....	35
56. CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	36
57. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM.....	38
58. CONTRACTOR'S OBLIGATION UNDER THE HEALTH INSURANCE PORTABILITY ACT OF 1996 (INADVERTENT ACCESS).....	39
59. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM.....	40
60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	42
61. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	42
62. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76).....	42
63. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE.....	43
64. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS.....	43
65. PERFORMANCE STANDARDS AND OUTCOME MEASURES.....	43
66. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM.....	44
67. FORCE MAJEURE.....	45
68. PUBLIC RECORDS ACT.....	45
69. NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	46
70. TIME OFF FOR VOTING.....	48
71. FAIR LABOR STANDARDS.....	48
72. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	48
73. BACKGROUND AND SECURITY INVESTIGATIONS.....	49
74. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT.....	50
75. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.....	51
76. NOTICES.....	53

EXHIBITS

- A. STATEMENT OF WORK
- B. PAYMENT SCHEDULE
- C. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D. CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E. CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
- G. FACT SHEET ON "SAFELY SURRENDERED BABY LAW"
- H. CHARITABLE CONTRIBUTIONS CERTIFICATION
- I. CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
- J. CONTRACTOR'S EMPLOYEE JURY SERVICE
- K. COUNTY'S ADMINISTRATION
- L. CONTRACTOR'S ADMINISTRATION

NETWORK OF CARE SERVICES AGREEMENT

THIS AGREEMENT for the Network of Care Services (hereafter "Agreement" is made and entered into this ____ day of _____, 2015, by and between the Trilogy Integrated Resources, LLC (hereafter "CONTRACTOR") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "COUNTY"), and

RECITALS

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

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

WHEREAS, the NOC web sites are an online resource for consumers, caregivers, and providers concerned with mental and emotional wellness, substance abuses, and developmental disabilities; and

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

WHEREAS, the NOC web sites provide mental health information specific to veteran (transition-age youth, adults, and older adults); and

WHEREAS, CONTRACTOR is specifically trained and possesses the skills, experience, education and competency for the continues provision of the NOC mental health and veterans (service members) web sites; and

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

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

NOW, THEREFORE, Contractor and County agree as follows:

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2015 and shall continue in full force and effect through June 30, 2020.

B. Contractor shall provide services, as described in Paragraph 3 (DESCRIPTION OF SERVICES), continuously and without interruption from the commencement date of this Agreement through the expiration date of this Agreement unless sooner terminated as provided hereunder.

C. This Agreement may be terminated without cause at any time by either party by giving at least thirty (30) 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.

This Agreement shall automatically terminate on the date: (1) that a majority ownership of Contractor changes by sale or otherwise or (2) that there is any sale or other change of ownership of the facility(ies) where services are to be provided as described in Exhibit A (Statement of Work). Contractor shall provide written notice to County immediately after Contractor first becomes aware that either of these circumstances will occur or has occurred.

Other termination provisions for County are found in Paragraphs 6 (COUNTY AUDIT SETTLEMENTS), 16 (NONDISCRIMINATION IN EMPLOYMENT), 18 (INDEMNIFICATION AND INSURANCE), 19 (WARRANTY AGAINST CONTINGENT FEES), 23 (DELEGATION AND ASSIGNMENT BY CONTRACTOR), 24 (SUBCONTRACTING), 31 (TERMINATION FOR INSOLVENCY), 32 (TERMINATION FOR DEFAULT), 33 (TERMINATION FOR IMPROPER CONSIDERATION), 35 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM), 36 (TERMINATION OF AGREEMENT), 37 (TERMINATION FOR CONVENIENCE), and 72 (RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT).

/

/

D. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 76 (NOTICES).

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

F. Contractor Alert Reporting Database (CARD): The County maintains databases that track/monitor contractor 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.

2. ADMINISTRATION: The Director shall have the authority to administer this Agreement on behalf of County. All references to this actions or decisions to be made by the County in this Agreement shall be made by the Director unless otherwise expressly provided.

A. The Director may designate one or more persons to act as his/her designee for the purpose of administering this Agreement. Therefore "Director" shall mean "Director and/or his/her designee"

B. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

3. DESCRIPTION OF SERVICES: Contractor shall provide mental health services in the form as described in Exhibit A (Statement of Work) attached hereto and incorporated herein by reference. Services provided by Contractor shall be the same regardless of the client's ability to pay or source of payment.

/

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

5. COMPENSATION:

A. In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A (Statement of Work), Contractor shall be paid in accordance with the Payment Schedule established in Exhibit B.

Each annual billing shall be submitted within sixty (60) days per the end of each fiscal year for which funds are appropriated. The annual billing shall be made in accordance with County policies and procedures. If billings are not submitted as required by County, then payment shall be withheld until County is in receipt of correct and complete billings.

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

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

whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

6. COUNTY AUDIT SETTLEMENTS:

A. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then, the difference shall be either: (1) repaid by Contractor to County by cash payment upon demand or (2) at the sole discretion of Director, deducted from any amounts due by County to Contractor, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

B. Failure on the part of Contractor to comply with any of the terms of this Paragraph 6 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

7. STAFFING:

A. Contractor shall operate continuously throughout the term of this Agreement with a sufficient number of staff necessary to provide the services described in Exhibit A (Statement of Work). The Director may at his sole discretion, determine from time to time the number and type of staff which Contractor shall provide for services hereunder.

B. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, and experience, who are providing any services hereunder.

/

/

8. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program for all its staff providing services under this Agreement. Contractor shall institute and maintain appropriate supervision of all persons providing services hereunder. Contractor shall be responsible for the training of all appropriate staff on any matters that County may reasonably require.

9. PROGRAM SUPERVISION, MONITORING AND REVIEW: Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. The Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. Upon receipt of a DMH Monitoring Report, Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies. In the event of a State audit of this Agreement, if State auditors disagree with County's written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State. Authorized State representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.

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

/

/

/

11. REPORTS:

A. Contractor shall make reports as required by Director or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least thirty (30) days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

B. Income Tax Withholding:

(1) If Contractor has not had a DMH contract in effect for at least the last three consecutive years, Contractor shall submit to DMH's Contracts Development and Administration Division (CDAD) the following reports showing timely payment of employees' Federal and State income tax withholding. Further, Contractor shall provide these reports to DMH whenever requested by Director. These reports shall include, but are not limited to:

(a) Within ten (10) days of filing with the Federal or State government, a copy of Contractor's Federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).

(b) Within ten (10) days of each payment, a copy of a receipt for, or other proof of payment of, each employee's Federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

(2) Required submission of above quarterly and monthly reports by Contractor may be waived or discontinued by Director in writing based on Contractor's demonstration of prompt and appropriate payment of all its obligations. This Subparagraph B shall not apply to governmental agencies.

12. DISCLOSURE OF INFORMATION: During and after the term of this Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials, using the name of County or of any County employee or agent or of any County client without prior written consent of Director. The Director shall have the sole and absolute right to grant or deny such consent.

13. CONFIDENTIALITY:

13.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

13.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 13, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

13.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

13.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit C.

13.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit D.

13.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit E.

14. REPORTING OF ABUSE AND RELATED PERSONNEL REQUIREMENTS:

A. Elders and Dependent Adults: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15630 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor, and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et sec. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

C. Contractor Personnel:

(1) Contractor shall assure that any person who enters into employment as a care custodian of elders, dependent adults, and minor children or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign a statement on a form provided by Contractor in accordance with the above code sections to the effect that such person has knowledge of, and will comply with, these code sections.

(2) Although clerical and other nontreatment staff are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

(3) For the safety and welfare of elders, dependent adults, and minor children Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all

current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

(4) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults, or minor children or which otherwise make it inappropriate for such person to be employed by Contractor. In the event that Contractor becomes aware that a criminal complaint has been filed against any employee or prospective employee, Contractor shall make a determination whether the acts as alleged in the complaint would be inimical to the interests of elders, dependent adults, and minor children or would otherwise make it inappropriate for such person to be employed by Contractor. If Contractor determines that such alleged acts would be inimical to the interests of elders, dependent adults, and minor children or would otherwise make it inappropriate for such person to be employed by Contractor, then Contractor shall not employ or continue to employ such person or shall take other appropriate action to fully protect all persons receiving services under this Agreement.

15. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 15, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin,

ancestry, sex, age, or physical or mental handicap.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services hereunder may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State.

C. Contractor shall have admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in writing and available to the public. Contractor shall not employ discriminatory practices in the admission of any person and assignment of accommodations. At the time any person applies for services under this Agreement, such person shall be advised by Contractor of the complaint procedures described in Subparagraph B. A copy of such complaint procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

16. NONDISCRIMINATION IN EMPLOYMENT:

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

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

C. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Paragraph 16.

D. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

E. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 19 when so requested by Director.

F. Contractor shall comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 (29 United States Code Section 794). Policy and procedure guidelines for such compliance are available to Contractor from the DMH's Personnel Division.

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

H. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph 19, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

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

which County may be found jointly or solely liable.

18. INDEMNIFICATION AND INSURANCE:

18.1 Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

18.2 General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 18 Indemnification and Insurance and Section 18.2 Paragraph C Insurance Coverage of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this 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 Contractor'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 ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the

Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding FIFTY THOUSAND DOLLARS (\$50,000), and list any County required endorsement forms.

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

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

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

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

(2) Additional Insured Status and Scope of Coverage

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

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

(3) Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor'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 (30) 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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

(4) Failure to Maintain Insurance

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

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

(7) Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and

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

(8) Subcontractor Insurance Coverage Requirements

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

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

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

(10) Claims Made Coverage

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

(11) Application of Excess Liability Coverage

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

(12) Separation of Insureds

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

(13) Alternative Risk Financing Programs

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

(14) County Review and Approval of Insurance Requirements

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

C. Insurance Coverage

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

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

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

(3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not

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

(4) Unique Insurance Coverage

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

(c) Property Coverage

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

D. 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 web site directly at www.2sparta.com.

19. WARRANTY AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to immediately terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. CONFLICT OF INTEREST:

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

B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of

all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

21. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

22. INDEPENDENT STATUS OF CONTRACTOR:

22.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

22.4 The Contractor shall adhere to the provisions stated in Paragraph 13 – Confidentiality.

/

/

23. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

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

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

24. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 24. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by

Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

- (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 subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
- (4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price 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) Any other information and/or certifications requested by County.

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

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

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform, all work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be

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

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 subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

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 Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

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 24 or a blanket consent to any further subcontracting.

J. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their

officers, employees, and agents.

K. Contractor shall deliver to the Chief of DMH's CDAD a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 24, 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, Contractor shall obtain an executed Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit D) attached hereto and incorporated herein by reference for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be delivered to the Chief of DMH's CDAD on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee first performs services under the subcontract.

M. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 24, including, but not limited to, consenting to any subcontracting.

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

26. COMPLIANCE WITH APPLICABLE LAW:

26.1. In the performance of this Agreement, Contractor shall comply with all Federal, State and local laws, rules regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

26.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances,

directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 29.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by county. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit I - Contractor's Equal Employment Opportunity (EEO) Certification.

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

29. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all

licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to DMH's CDAD.

30. FORM OF BUSINESS ORGANIZATION DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to DMH's CDAD, an affidavit sworn to and executed by an authorized officer of Contractor, containing the following:

(1) A statement indicating the form of Contractor's business organization (i.e., proprietorship, partnership, corporation, joint venture, or a combination thereof) and whether Contractor is for profit or non-profit.

(2) A detailed statement indicating whether Contractor is totally or substantially owned by any other business organization(s), and if so, the name and address of each such business organization.

(3) A detailed statement indicating whether Contractor totally or partially owns any other business organization(s) that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement, and if so, the name and address of each such business organization and the specific nature of its business with Contractor.

If, during the term of this Agreement, the form of Contractor's business organization changes, or the majority ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify DMH's CDAD in writing detailing such changes thirty days prior to any such changes.

31. TERMINATION FOR INSOLVENCY:

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

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

and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

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

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 31 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR DEFAULT:

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

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

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

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

C. The rights and remedies of County provided in this Paragraph 32 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

/

/

/

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

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or 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, services, the provision of travel or entertainment, or tangible gifts.

34. 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.

35. 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 34 (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.

36. TERMINATION OF AGREEMENT:

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

36.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor 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.

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

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

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

County for travel, per diem, and other cost incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

37. TERMINATION FOR CONVENIENCE:

37.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

37.2 After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Agreement on the date and to the extend specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

37.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with paragraph 72, Record Retention AND Inspection/Audit Settlement.

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

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

40. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or Statement of Work (Exhibit A) or Fee Schedule (Exhibit B) 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 Administrative 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 Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director of Mental Health.

41. ENTIRE AGREEMENT: The body of this Agreement, and Exhibits A through L, all of which are attached hereto and incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A (Statement of Work)
2. Exhibit B (Payment Schedule)
3. Exhibit C (Contractor Acknowledgement and Confidentiality Agreement)
4. Exhibit D (Contractor Employee Acknowledgement and Confidentiality Agreement)
5. Exhibit E (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)
6. Exhibit F (Attestation Regarding Federally Funded Program)
7. Exhibit G (Fact Sheet on "Safely Surrendered Baby Law")
8. Exhibit H (Charitable Contributions Certification)
9. Exhibit I (Contractor's Equal Employment Opportunity (EEO) Certification)
10. Exhibit J (Contractor's Employee Jury Service)
11. Exhibit K (County's Administration)
12. Exhibit L (Contractor's Administration)

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

43. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

44. PUBLICITY: The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contract shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

44.1 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this paragraph 44 shall apply.

45. CONTRACTOR'S OFFICES: Contractor shall notify in writing DMH's CDAD, and any other County office(s) as identified in Paragraph 76 (NOTICES), of any change in its business address, at least thirty (30) days prior to the effective date thereof.

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

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

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

49. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 49.

/

/

50. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS: Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

51. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify Director in writing.

52. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

52.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

52.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all

applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding 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).

52.3. Termination of Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in paragraph 52 (Contractors' Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default with ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 32 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

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

55. RECYCLED-BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Agreement.

56. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

56.1 Responsible Contractor

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

56.2 Chapter 2.202 of the County Code

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

56.3 Non-responsible Contractor

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

56.4 Contractor Hearing Board

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

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

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

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

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

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

7. These terms shall also apply to subcontractors of County Contractors.

57. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health 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 healthcare program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its Sub-Contractors or its significant business transactions; (6) loss of a state license to

practice a health-care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

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-al beneficiary.

Contractor 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) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor'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.

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

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

58. CONTRACTOR'S OBLIGATION UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (INADVERTENT ACCESS):

58.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

58.2 Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

58.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

59. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

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

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

/

/

60. NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

61. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post in the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

62. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred ineligible, or excluded from securing

federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the county may immediately terminate or suspend this Agreement.

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

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

65. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures.

County will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, thirty (30) calendar days prior to implementation. These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

66. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

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

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

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

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 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 Contractor Non-responsibility and Contractor Debarment).

66.4 The above penalties shall also apply to any business 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, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

67. FORCE MAJEURE:

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

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

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

68. PUBLIC RECORDS ACT:

68.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 72 – Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to any solicitation conducted by the

County for any services and/or programs for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

68.2 County shall notify Contractor upon receipt of a request for such marked documents.

68.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agree to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

69. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age (over 40), physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. The Contractor shall certify to, and comply with, the provisions of Exhibit I - Contractor's Equal Employment Opportunity (EEO) Certification.

C. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age (over 40), physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

E. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

F. The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph 69 when so requested by the County.

G. If the County finds that any provisions of this paragraph 69 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

I. Contractor shall include the provisions of this Paragraph 69 in every subcontract or purchase order unless expressly exempted.

/

/

70. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

71. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

72. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT: The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

72.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph 72 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

72.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

73. BACKGROUND AND SECURITY INVESTIGATIONS

A. All Contractor staff performing services under this Contract who are 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 Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall

be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

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

C. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor'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.

D. Disqualification of any member of Contractor's staff pursuant to this Paragraph 73 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

74. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

74.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

74.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

74.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by

the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

74.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

74.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 74.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 74.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

74.6 All the rights and obligations of paragraph 74 shall survive the expiration or termination of this Contract.

75. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

75.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

75.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

75.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

76. NOTICES: All notices or demands required or permitted to be given 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 pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director, or his designee, shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

For the County, please use the following contact information:

County of Los Angeles - Department of Mental Health

Contracts Development and Administration Division

550 S. Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: Chief of Contracts

For the Contractor, please use the following contact information:

Trilogy Integrate Resources, LLC

1101 Fifth Avenue, Suite 250

San Rafael, California 94901-2989

Attention:

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

Trilogy Integrated Resources, LLC
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

STATEMENT OF WORK**TRILOGY INTEGRATED RESOURCES, LLC
“NETWORK OF CARE SERVICES”****FISCAL YEARS 2015-16 THROUGH 2019-20****1.0 DESCRIPTION**

The Los Angeles County (County) Department of Mental Health (DMH) requires the services of Trilogy Integrated Resources LLC (Trilogy) (hereafter referred to as Contractor) to provide all personnel, materials, and maintenance and support services necessary to continue to operate two comprehensive 24-hour, seven (7) days a week Network of Care (NOC) web sites at: <http://losangeles.networkofcare.org/mh/> and <http://losangeles.networkofcare.org/veterans/> (hereinafter known as NOC web site/s) available to all County residents. The NOC web sites support, and in some cases implement, the goals and objectives of the Mental Health Service Act (MHSA). Contractor shall maintain full functionality of all features of the NOC web sites, including a searchable database of mental health and veteran's service providers in the County.

The NOC web site for mental health is an online resource for residents, caregivers and providers concerned with mental and emotional wellness. This online community provides critical service information, support, advocacy, and state-of-the-art communication tools with a single point of entry. It features an easy to use and comprehensive Service Directory; a political advocacy tool; an enormous library of mental health and related information; links to local, state and national resources; important information to help link individuals to support groups and personal advocacy resources in the community; as well as a repository of best practices and successful, creative ways for communities to respond to people with mental health needs. The web site also provides a personal health record feature, human-translated information in 14 languages and machine translation services in many languages.

The NOC web site for Veterans (Service Members), with many of the useful features of the NOC web site for mental health, is an online resource to assist returning veterans, their dependents and survivors to obtain benefits from the federal, state and local agencies administering programs for veterans and providing advocacy for the veterans' community regarding entitlement to federal, state and local benefits programs. This public service is an attempt to bring together critical information for all components of the veterans' community, including veterans, family members, active-duty personnel, reservists, members of the National Guard, employers, service providers, and the community at large.

2.0 BACKGROUND

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

The NOC web site was created and developed as a partnership between the State, County governments and Trilogy. The project provides access to a broad array of social services online to people with disabilities, the elderly, and to their families and caregivers. The project was first implemented in Alameda and Sacramento counties and quickly spread to twelve (12) other counties and is now offered to nearly three-quarters of the State's population. The success of the Aging web site prompted two (2) additional sites to be built in the health and human service field.

California Proposition 10 Commission commissioned Trilogy to build a similar site for kids at risk starting in Contra Costa County and the State Department of Mental Health (SDMH) commissioned Trilogy to construct a web site for the mental health community. After seven (7) months of development work including considerable input from SDMH, members of the California Mental Health Director's Association, and a variety of consumer groups, the mental health site was launched in San Diego on April 30, 2003. Currently, 32 regional jurisdictions within California, including Los Angeles County, use the NOC web site for mental health.

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

3.0 SCOPE OF WORK

3.1. Network of Care Mental Health Web Site:

Contractor shall provide a web site that includes the following:

- 3.1.1 Service Directory: A comprehensive directory of behavioral-health resources in the Los Angeles County service area. Trilogy will begin with data provided by Los Angeles County and then will acquire, collect and assemble data specific to Los Angeles County. Trilogy will evaluate the data and make the necessary improvements/additions to make the data launch-ready. Trilogy will then complete the taxonomy coding and resolve any integration issues.
- 3.1.2 Library: More than 30,000 articles, checklists and fact sheets written by leading experts and organizations in the fields of behavioral health, substance use and developmental disabilities. Articles will be easily available for online viewing, printing, posting and emailing. Trilogy will continually maintain, update and expand Library content.
- 3.1.3 Legislate: A bill-tracking section with all proposed state and federal legislation that could affect the behavioral-health community. Trilogy will update the section daily to track amendments, votes and other updates. The section also will provide methods to communicate directly with legislators, and Trilogy will regularly update contact information for state and federal elected officials.
- 3.1.4 Links: A broad collection of links to city, county, state and national government agencies and nonprofit organizations that focus on behavioral-health issues. Trilogy will continually maintain, update and expand Links content.
- 3.1.5 Insurance: A complete directory of all public and private health-insurance options for behavioral-health coverage in the Los Angeles County service area.
- 3.1.6 Support & Advocacy: A comprehensive list of the known and creditable organizations that provide support and advocacy at the local, state and national levels.
- 3.1.7 Emergency Services: A quick-access list of all crisis programs and contact information in the Los Angeles County service area.

- 3.1.8 Build Your Own Site: Publicly accessible software that enables anyone to build a free web site, which Trilogy then hosts for free. Web-site options include unlimited pages, calendars, message boards, and other features. Trilogy will maintain the software and the server that hosts these sites.
 - 3.1.9 Nationwide News: News articles, culled from more than 3,000 periodicals nationwide, which are posted every weekday morning. Trilogy will select and post the articles and maintain a long-term News Archive.
 - 3.1.10 Learning Center: Consumer-friendly health wise content and tools, focused on health promotion, education, early intervention and prevention. Trilogy will install this enhanced content on the homepage, review the content quarterly, and update as needed.
 - 3.1.11 Clinical Trials: Quick access to the comprehensive, searchable database maintained by ClinicalTrials.gov. Data includes information about clinical trials across the nation, as well as eligibility guidelines and contact information for trial administrators. Trilogy will maintain the data and provide constant updates.
 - 3.1.12 Change Language: Dynamic translation of all text on the Network of Care into almost 60 languages. Trilogy will maintain access to Google Translate software and update as needed 12 human-translated articles in 14 languages, some accompanied by audio and video. Trilogy will maintain this content, updating as needed.
 - 3.1.13 Community Calendar: A user-friendly Calendar interface that enables both administrative staff and community members to post events. Trilogy will maintain the Calendar platform and server, providing additional features such as maps and driving directions.
 - 3.1.14 Other functionality as agreed to in writing by DMH and the Contractor
- 3.2 Network of Care for Veterans (Service Members) Web Site:

Contractor shall provide a web site that includes the following:

- 3.2.1 Service Directory: A comprehensive directory of veterans' resources in the Los Angeles County service area. Trilogy will begin with data provided by Los Angeles County and then will acquire, collect and assemble data specific to Los Angeles County. Trilogy will evaluate the data and make the necessary improvements/additions to make the data launch-ready. Trilogy will then complete the taxonomy coding and resolve any integration issues.
- 3.2.2 Library: More than 30,000 articles, checklists and fact sheets written by leading experts and organizations in the field of veterans' services. Articles will be easily available for online viewing, printing, posting and emailing. Trilogy will continually maintain, update and expand Library content.
- 3.2.3 Legislate: A bill-tracking section with all proposed state and federal legislation that could affect the military community. Trilogy will update the section daily to track amendments, votes and other updates. The section also will provide methods to communicate directly with legislators, and Trilogy will regularly update contact information for state and federal elected officials.

- 3.2.4 Links: A broad collection of links to city, county, state and national government agencies and nonprofit organizations that focus on veterans' issues. Trilogy will continually maintain, update and expand Links content.
- 3.2.5 Assistive Devices: A searchable database of more than 21,000 assistive devices currently manufactured or distributed in the United States. Trilogy will maintain the search functionality and continually make the latest product information available.
- 3.2.6 Employment: Information on local jobs, vocational training and educational opportunities available to veterans and their family members.
- 3.2.7 Crisis Intervention: All crisis intervention programs available in the Los Angeles County service area.
- 3.2.8 Housing: All emergency shelter and transitional housing available in the Los Angeles County service area.
- 3.2.9 Military Services: All federal and state programs for veterans, service members and their families.
- 3.2.10 Reintegration Points of Contact: Information about reintegration programs serving returning service members in the Los Angeles County service area.
- 3.2.11 TRICARE: Information about the health-care entitlement and health-care services available to veterans, service members and dependents in the Los Angeles County service area.
- 3.2.12 Veterans Services: Program description and contact information for County Veterans' Service Officers in the Los Angeles County service area.
- 3.2.13 Build Your Own Site: Publicly accessible software that enables anyone to build a free web site, which Trilogy then hosts for free. Web-site options include unlimited pages, calendars, message boards, and other features. Trilogy will maintain the software and the server that hosts these sites.
- 3.2.14 Nationwide News: News articles, culled from more than 3,000 periodicals nationwide, which are posted every weekday morning. Trilogy will select and post the articles and maintain a long-term News Archive.
- 3.2.15 Learning Center: Consumer-friendly healthwise content and tools, focused on health promotion, education, early intervention and prevention. Trilogy will install this enhanced content on the homepage, review the content quarterly, and update as needed.
- 3.2.16 Clinical Trials: Quick access to the comprehensive, searchable database maintained by ClinicalTrials.gov. Data includes information about clinical trials across the nation, as well as eligibility guidelines and contact information for trial administrators. Trilogy will maintain the data and provide constant updates.
- 3.2.17 Change Language: Dynamic translation of all text on the Network of Care into almost 60 languages. Trilogy will maintain access to Google Translate software and update as needed 12 human-translated articles in 14 languages, some accompanied by audio and video. Trilogy will maintain this content, updating as needed.

3.2.18 Community Calendar: A user-friendly Calendar interface that enables both administrative staff and community members to post events. Trilogy will maintain the Calendar platform and server, providing additional features such as maps and driving directions.

3.2.19 Other functionality as agreed to in writing by DMH and the Contractor

3.3 Web Application for the Network of Care Web Sites:

Contractor shall:

3.3.1 Deploy a Web Application on the Network of Care web sites for Mental Health and Veterans (Service Members) utilizing geographical information systems (GIS) mapping to display service locations based on a selected zip code, service category or key word. Ongoing maintenance for the Web App will be included in the annual maintenance agreement for both web sites.

4.0 COUNTY FURNISHED ITEMS

- 4.1 All County furnished items are provided by the County for the duration of the Agreement only, and solely for the performance of this Agreement. The County shall provide no materials, equipment, and/or services necessary to perform the work specified as Contractor's responsibility, except as identified below.
- 4.2 A list of county-contracted and county-operated services for the Service Directory, and periodic updates to the list; and

5.0 CONTRACTOR FURNISHED ITEMS

- 5.1 Contractor shall furnish all personnel, equipment and supplies and training (except as provided by County as set forth in Section 5.0 (County Furnished Items) herein above) necessary to perform all services required by this Agreement and will adhere to all requirements imposed on Contractor by this Agreement.
- 5.2 Contractor shall furnish all equipment, supplies and materials necessary to perform all services required by this Contract, except those items furnished by the County as set forth in Section 5.0 (County Furnished Items) of this SOW.

6.0 TASK DESCRIPTIONS

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

6.1 Network of Care Web Site Services:

- 6.1.1 Monthly Update of Resource Data Base
- 6.1.2 Quarterly and annual updates on all content within the Library. Included are all costs for licensed content.
- 6.1.3 Regular and Annual Updates for the Insurance Section.
- 6.1.4 Nightly Update of Legislative Module, State and Federal, as well as annual updates.
- 6.1.5 Regular additions to and monitoring of the Library
- 6.1.6 Daily News updates
- 6.1.7 Maintenance and updates of County and City links

- 6.1.8 All other updates of the web site
- 6.1.9 Special updates for the County/City
- 6.1.10 24/7/365 support
- 6.1.11 Replies to all visitor feedback e-mails
- 6.1.12 Monitoring of all message boards postings
- 6.1.13 Special requests for publishing on a monthly basis
- 6.1.14 All bandwidth and storage
- 6.1.15 Free updates and upgrades at least once a year
- 6.1.16 For Provider section offer the following to the County Community Based Organizations (CBOs) and the necessary maintenance:
 - 6.1.16.1 Free web site
 - 6.1.16.2 Private message boards
 - 6.1.16.3 Online calendar of events
 - 6.1.16.4 Unlimited private or public pages
 - 6.1.16.5 Hosting
- 6.2 Provide 24-Hour Availability:
 The NOC web site and accompanying user services shall be available to the public twenty-four (24) hours per day, seven (7) days per week, and 365 days per year.
- 6.3 Accommodate Language & Disability Access:
 In order to provide service to all persons in the County needing service, Contractor shall respond to the needs of the community by publishing web content in County's threshold languages (e.g. Armenian, Cambodian, Chinese (traditional), Chinese (simplified), English, Farsi, Korean, Russian, Spanish, Tagalog, Vietnamese) (using County provided translations where needed) and ensuring web site meets the accessibility standards for use by people with hearing and vision impairments.
- 6.4 Resource Data Base:
 Contractor shall maintain an effective resource information database that includes data obtained by Contractor in the course operating the Agreement as well as information and periodic updates provided by County. This database consists of listings of private and public agencies and programs which provide mental health and related supportive services in the County. County shall retain ownership of intellectual property (data) contained in the Resource Data Base.
 - 6.4.1 Resource Database Maintenance:
 Contractor shall be responsible for maintaining the Resource Database in accordance with criteria described hereunder. Each agency/program listing will include:
 - 6.4.1.1 Name of agency and type of service provided;
 - 6.4.1.2 Application procedures;
 - 6.4.1.3 Criteria for service eligibility;
 - 6.4.1.4 Information concerning service availability, including hours, physical location, and notation if there are waiting lists;

- 6.4.1.5 Fees or other costs to the client;
- 6.4.1.6 Facilitating services which are available, such as translation or transportation;
- 6.4.1.7 Geographic area served; and
- 6.4.1.8 Source(s) of financial support for the agency/program.

6.4.2 Program Indexing:

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

6.4.3 Updates:

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

6.4.4 On-Line Access:

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

6.4.5 Agency/Program Validation:

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

6.4.6 Non Discrimination in Services:

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

6.5 Statistical Reporting:

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

6.6 Standards and Quality Control:

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

PAYMENT SCHEDULE**TRILOGY INTEGRATED RESOURCES, LLC
“NETWORK OF CARE SERVICES”****FISCAL YEARS 2015-16 THROUGH 2019-20**

NETWORK OF CARE (NOC) WEBSITE MAINTENANCE	
FISCAL YEAR 2015-16 <ul style="list-style-type: none"> NOC Website Maintenance One Time Cost Web Application 	<u>TOTAL FIXED PRICE</u> <u>\$78,000</u> <u>\$500</u>
FISCAL YEAR 2016-17 <ul style="list-style-type: none"> NOC Website Maintenance 	<u>\$78,000</u>
FISCAL YEAR 2017-18 <ul style="list-style-type: none"> NOC Website Maintenance 	<u>\$78,000</u>
FISCAL YEAR 2018-19 <ul style="list-style-type: none"> NOC Website Maintenance 	<u>\$78,000</u>
FISCAL YEAR 2019-20 <ul style="list-style-type: none"> NOC Website Maintenance 	<u>\$78,000</u>
TOTAL COMPENSATION AMOUNT	<u>\$390,500</u>

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____
Contract No. _____

GENERAL INFORMATION:

The Contractor 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 Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

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

Contractor and Contractor'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 Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

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

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor'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: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor 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 Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor 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, Contractor 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: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor 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 Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor 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 Contractor 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 Contractor 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 Contractor.

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, Contractor 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 Contractor 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 Contractor 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 Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

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.babysafe-la.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.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

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?

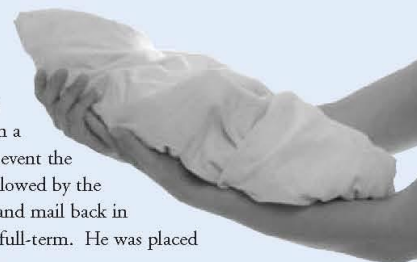
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.

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

www.babysafela.org

¿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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un 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 Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

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

Signature

Date

Name and Title of Signer (please print)

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct

Print Name:	Title:
Signature:	Date:

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

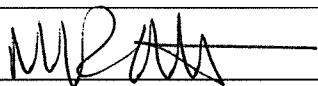
Telephone: _____

Facsimile: _____

E-Mail Address: _____

SOLE SOURCE CHECKLIST

Trilogy Integrated Resources, LLC.

Check (√)	<p align="center">JUSTIFICATION FOR SOLE SOURCE</p> <p>Identify applicable justification and provide documentation for each checked item.</p>										
	➤ Only one bona fide source for the service exists; performance and price competition are not available.										
	➤ Quick action is required (emergency situation)										
	➤ Proposals have been solicited but no satisfactory proposals were received.										
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.										
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.										
√	<p>➤ It is most cost-effective to obtain services by exercising an option under an existing contract.</p> <table border="0" style="width: 100%;"> <tr> <td style="padding-left: 40px;"><i>Current annual subscription cost @ \$8,667/month =</i></td> <td align="right"><i>\$104,000</i></td> </tr> <tr> <td colspan="2"><i>National Association of County Behavioral Health Directors</i></td> </tr> <tr> <td colspan="2"><i>(NACBHD) membership 25% discount =</i></td> </tr> <tr> <td style="padding-left: 40px;"><i>Projected annual subscription cost per fiscal year =</i></td> <td align="right"><i><\$26,000></i></td> </tr> <tr> <td></td> <td align="right"><i>\$78,000</i></td> </tr> </table>	<i>Current annual subscription cost @ \$8,667/month =</i>	<i>\$104,000</i>	<i>National Association of County Behavioral Health Directors</i>		<i>(NACBHD) membership 25% discount =</i>		<i>Projected annual subscription cost per fiscal year =</i>	<i><\$26,000></i>		<i>\$78,000</i>
<i>Current annual subscription cost @ \$8,667/month =</i>	<i>\$104,000</i>										
<i>National Association of County Behavioral Health Directors</i>											
<i>(NACBHD) membership 25% discount =</i>											
<i>Projected annual subscription cost per fiscal year =</i>	<i><\$26,000></i>										
	<i>\$78,000</i>										
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).										
√	<p>➤ Other reason. Please explain:</p> <p><i>There is no other comparable Network of Care (NOC) websites available for price or performance comparison. Thirty-two (32) other California counties and the City of Berkeley have already developed NOC websites with Trilogy Integrated Resources, LLC.</i></p>										
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  _____ Manager, CEO </div> <div style="text-align: center;"> <u>5/11/15</u> _____ Date </div> </div>										



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV



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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

April 30, 2015

TO: Each Supervisor
FROM: Marvin J. Southard, D.S.W.
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO ENTER INTO A SOLE
SOURCE CONTRACT AGREEMENT WITH TRILOGY INTEGRATED
RESOURCES, LLC**

This memorandum is to comply with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts. It is the Los Angeles County Department of Mental Health's (DMH) intent to enter into a sole source contract agreement with Trilogy Integrated Resources, LLC (Trilogy), located at 1101 Fifth Avenue, Suite 250, San Rafael, CA 94901.

Trilogy utilizes the Internet for social good by providing local access to health and human services. Its mission is to make it as easy as possible for individuals and families to find all relevant information they need online to make the best, most informed decisions regarding care in their lives. Trilogy's Network of Care (NOC), its premier portal, offers government-sponsored web sites that provide faster, easier access to comprehensive community services, information, support, advocacy, news, and assistance on a local level.

Initially funded by the State of California (State) in a competitive Request for Proposals (RFP) process in October 2000, the NOC web site was created and developed as a partnership between the State, County governments, and Trilogy. The project provides access to a broad array of social services online to people with disabilities, the elderly, and to their families and caregivers. The project was first implemented in Alameda and Sacramento counties and quickly spread to twelve (12) other counties and is now offered to nearly three-quarters of the State's population. The State Department of Mental Health (SDMH) commissioned Trilogy to construct a web site for the mental health community. After seven (7) months of development work including considerable input from SDMH, members of the California Mental Health Directors Association, and a variety of consumer groups, the mental health site was launched in San Diego on April 30, 2003. Currently, thirty-five (35) regional jurisdictions within California, including Los Angeles County, use the NOC web site for mental health.

With the approval of a sole source agreement with Trilogy, DMH will receive uninterrupted services in operating two (2) comprehensive, 24 hours a day, seven days a week, NOC web sites for Mental Health and Veterans (Service Members) and incur a significant cost savings by forfeiting the RFP process which requires significant resources in time, funding, and staffing to complete.

The NOC Mental Health web site provides critical and resourceful information, support, advocacy, and state-of-the-art communication tools for residents, caregivers, and providers concerned with mental and emotional wellness, substance abuse and developmental disabilities. The NOC Veterans (Service Members) web site offers veterans, their dependents and survivors valuable mental health information and provides advocacy regarding their entitlement to federal, State, and local benefit programs.

This sole source contract agreement will be for Fiscal Years 2015-16 through 2019-20. The contract will be funded with State Mental Health Services Act for a total compensation amount of \$390,500.

Unless otherwise instructed by a Board office within two weeks, DMH will proceed with negotiating a sole source contract agreement. DMH will work closely with both the Office of the County Counsel and the Chief Executive Office in preparing an agreement with Trilogy.

If you have any questions or concerns, please contact Kumar Menon at (213) 738-4258.

MJS:RK:KM:RR:sc

c: Acting Executive Officer, Board of Supervisors
Interim Chief Executive Officer
Mental Health Deputies
County Counsel
Kumar Menon, MSPA