

COUNTY OF LOS ANGELES

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Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

April 08, 2014

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 April 8, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ENTER INTO A NEW CONSULTANT SERVICES AGREEMENT WITH JEWISH
FAMILY SERVICES OF LOS ANGELES TO EXPAND THE CLERGY AND MENTAL HEALTH
ROUNDTABLE PROGRAM IN SERVICE AREAS 1, 3, 5, AND 8 FOR FISCAL YEARS 2013-14
THROUGH 2016-17
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a new Consultant Services Agreement with Jewish Family Services of Los Angeles to expand the Clergy and Mental Health Roundtable Program in Service Areas 1, 3, 5, and 8.

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 Consultant Services Agreement, substantially similar to Attachment I, with Jewish Family Services of Los Angeles (JFS), to implement the Roundtable Program in Service Areas (SAs) 1, 3, 5, and 8. The term of the agreement will be effective upon Board approval through June 30, 2014, with three (3) one-year automatic extension periods. The Total Contract Amount (TCA) is not to exceed \$34,000 for Fiscal Year (FY) 2013-14, \$68,000 for FYs 2014-15 and 2015-16, and \$34,000 for FY 2016-17, fully funded by State Mental Health Services Act (MHSA) revenue.
2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the Consultant Agreement, as necessary, and establish as a new TCA the aggregate of the original Agreement and all amendments, provided that: 1) the County's total payments to the contractor under the Agreement for each fiscal year does not exceed an increase of

10 percent from the applicable Board-approved TCA; 2) any such increase will be used to provide additional services or to reflect Board policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval by County Counsel, or his designee, is obtained prior to such amendments; 5) County and Contractor may, by written amendment, mutually agree to reduce programs or services and revise applicable TCA; and 6) the Director of Mental health notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the proposed actions will ensure the implementation of the Clergy and Mental Health Roundtable Program in SAs 1, 3, 5, and 8, to support the provision of services that integrate the spiritual interest of mental health clients.

The knowledge, skills, and relationships gained by clergy and mental health staff in the Clergy and Mental Health Roundtable Program can help address mental health disparities, especially for under-represented populations. Expanding the Clergy and Mental Health Roundtable Program and establishing its permanence supports the Los Angeles County DMH's long-term strategic plan to develop partnerships with faith-based organizations and draw upon client's spirituality in serving the whole person.

This program supports the County of Los Angeles MHSA Workforce Education and Training (WET) Plan, Program #7, Training of Community Partners. The initial success of the Roundtable Pilot Project (November 2010 to June 2012) in SAs 6 and 7, led to the first expansion of the program in FY 2012-13 adding SAs 2 and 4. This expansion allows for the implementation of the program in SAs 1, 3, 5, and 8.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The TCA for this Agreement is \$34,000 for FY 2013-14, and is fully funded by State MHSA revenue. Funding for FY 2013-14 is included in DMH's Final Adopted Budget. Funding for future years will be requested in DMH's annual budget request.

There is no net County cost associated with the recommended action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

JFS is a multi-service Agency whose goals are to strengthen and preserve individual, family, and community life by providing a wide range of needed human services to people in the community at every stage of the life cycle, especially those who are poor and disadvantaged. The agency is guided by ethical and spiritual values in its provision of services. The Agreement is consistent with DMH's current strategic plan of "partnerships with faith-based organizations to enhance opportunities for clients to utilize their spiritual choices in support of their recovery goals."

The Agreement format has been approved as to form by County Counsel. The CEO has been advised of the proposed actions. DMH will continue to supervise and monitor adherence to the Agreement's Provisions, DMH Policies, and Performance Outcomes so that quality services are being provided to clients.

CONTRACTING PROCESS

On September 5, 2013, DMH issued a solicitation to identify qualified Contractors on its MHSA Master Agreement List for the delivery of training services to implement the Clergy and Mental Health Roundtable Program in SAs 1, 3, 5, and 8. Agencies were required to complete the SEI Questionnaire in order to determine their eligibility.

Seven responses were received on September 26, 2013, and all responses were compiled and reviewed.

The Department's Executive Management Team reviewed the finalized responses and approved to recommend to your Board an award to the qualifying proposer.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This agreement will allow DMH to continue its effort to enhance the knowledge and skills of both mental health staff and clergy in supporting recovery and wellness for clients.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Mg Southard", written in a cursive style.

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

MJS:MM:KM:RK:e
m

Enclosures

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

ATTACHMENT A

Jewish Family Services of Los Angeles

CONTRACT NUMBER

Business Address:

N/A

REFERENCE NUMBER

3580 Wilshire Boulevard, Suite 700

Los Angeles, CA 90010

Supervisory District(s) ALL

CONSULTANT SERVICES AGREEMENT

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ATTACHMENT A

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ATTACHMENT A

EXHIBITS

- A. STATEMENT OF WORK
- B. FEE SCHEDULE
- C. CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D. CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E. CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
- G. FACT SHEET "SAFELY SURRENDERED BABY LAW"
- H. CHARITABLE CONTRIBUTIONS CERTIFICATION
- I. BUSINESS ASSOCIATES AGREEMENT UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for Consultant Services (hereafter "Agreement") is made and entered into this 8th day of April, 2014 by and between Jewish Family Services of Los Angeles (hereafter "CONSULTANT") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "COUNTY").

RECITALS

WHEREAS, the COUNTY has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a CONSULTANT to the COUNTY for the provision of providing consulting services to create a comprehensive continuity of operations plan that shall include all essential DMH programs; and

WHEREAS, CONSULTANT is specifically trained and possesses the skills, experience, education and competency for the provision of developing a comprehensive continuity of operations plan that shall support the Department's ability to resume or maintain delivery of essential services during and after a major disaster event; and

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

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

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

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

2.0 APPLICABLE DOCUMENTS: Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Agreement. Any reference throughout the base agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all exhibits hereby incorporated.

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|---------------|---|
| 1. Exhibit A- | Statement of Work |
| 2. Exhibit B- | Fee Schedule |
| 3. Exhibit C- | Consultant Acknowledgement and Confidentiality Agreement |
| 4. Exhibit D- | Consultant Employee Acknowledgement and Confidentiality Agreement |
| 5. Exhibit E- | Consultant Non-Employee Acknowledgement and Confidentiality Agreement |
| 6. Exhibit F- | Attestation Regarding Federally Funded Programs |
| 7. Exhibit G- | Safely Surrendered Baby Law Fact Sheet (In English and Spanish) |
| 8. Exhibit H- | Charitable Contributions Certification |
| 9. Exhibit I- | Business Associates Agreement Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA") |

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

4.0 TERM OF AGREEMENT:

A. Initial Period: The Initial Period of this Agreement shall commence on April 8, 2014, and shall continue in full force and effect through June 30, 2014.

B. 1. First Automatic Renewal Period: The first renewal period shall commence on July 1, 2014, and shall continue in full force and effect through June 30, 2015.

2. Second Automatic Renewal Period: The second renewal period shall commence on July 1, 2015, and shall continue in full force and effect through June 30, 2016.

3. Third Automatic Renewal Period: The third renewal period shall commence on July 1, 2016, and shall continue in full force and effect through June 30, 2017, unless either party gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or at the end of the First, Second or Third Automatic Renewal Period, as applicable.

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

D. Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 61.0 (NOTICES).

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

5.0 COMPENSATION:

A. Consultant agrees to satisfactorily complete all work specified in Exhibit A. In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A, Consultant shall be paid in accordance with the Fee Schedule established in Exhibit B.

B. Total compensation for all services furnished hereunder shall not exceed the sum of THIRTY FOUR THOUSAND DOLLARS (\$34,000) for Fiscal Year (FY) 2013-14, SIXTY EIGHT THOUSAND DOLLARS (\$68,000) for FY 2014-15 and 2015-16 and THIRTY FOUR THOUSAND DOLLARS (\$34,000) for FY 2016-17.

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

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

E. Consultant shall submit invoices to:

**County of Los Angeles – Department of Mental Health
Community & Government Relations, Office of the Director
550 South Vermont Ave., 12th Floor
Los Angeles, CA 90020
ATTN: Leticia Ximenez, Psy. D.**

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

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

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

A. County's Project Manager:

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

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

3. Consultant's Project Manager: Consultant's Project Manager shall be responsible

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

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

8.0 INDEMNIFICATION AND INSURANCE:

A. Indemnification: Consultant shall indemnify, defend, and hold harmless 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 solely from the gross negligence or willful misconduct of the County Indemnitees.

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

1. Evidence of Coverage and Notice to County

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

(b) Renewal Certificates shall be provided to County not less than 10 days prior to Consultant's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Consultant and/or Sub-Consultant 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 Consultant identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

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

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

2. Additional Insured Status and Scope of Coverage

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

3. Cancellation of or Changes in Insurance

Consultant shall provide County with, or Consultant's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and 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

Consultant'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 Consultant, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

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5. Insurer Financial Ratings

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

6. Consultant's Insurance Shall Be Primary

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

7. Waivers of Subrogation

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

8. SubConsultant Insurance Coverage Requirements

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

9. Deductibles and Self-Insured Retentions (SIRs)

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

10. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Consultant 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

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

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12. Separation of Insureds

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

13. Alternative Risk Financing Programs

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

14. County Review and Approval of Insurance Requirements

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

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

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4. Unique Insurance Coverage

(a) Sexual Misconduct Liability

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

(b) Professional Liability/Errors and Omissions

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

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

1. Notification of Incidents, Claims or Suits: Consultant shall report to County:

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

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

(c) Any injury to a Consultant employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

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

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

(a) Property Coverage

Consultant is 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 Consultant'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.

9.0 CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall provide to County an executed Consultant Acknowledgement and Confidentiality Agreement (Exhibit C) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Contracts Development and Administration Division, 550 South Vermont Avenue, Room 500 Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the Consultant first performs work under this Agreement.

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

11.0 TITLE TO PROPERTY: County and Consultant agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the Consultant pursuant to performance under this Agreement, are the sole property of the County who will agree to Consultant's continued use of existing design concepts, algorithms, programs, formats, documentation, methodology and all other original Consultant materials and original Consultant work product produced by the Consultant or derivatives of this pre-existing property.

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

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

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

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

13.0 DELEGATION AND ASSIGNMENT BY CONSULTANT:

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

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

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

14.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Consultant without the prior written consent of County, as provided in this Paragraph 14.0. Any attempt by Consultant to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Consultant, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

1. The reasons for the particular subcontract.
2. A detailed description of the services to be provided by the subcontract.
3. Identification of the proposed subcontract and an explanation of why and how the proposed Sub-Consultant was selected, including the degree of competition involved.

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

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

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

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

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

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

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

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

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

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

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

G. In the event that County consents to any subcontracting, Consultant expressly agrees to County's said right and further agrees to bear sole responsibility for any and all consequences and liability arising under said subcontracts. Such consent shall be subject to County's right to require Consultant to

directly perform any or all of its obligations if it deems it to be in the County's best interest. County shall not be liable or responsible in any way to Consultant, to any Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, for any liability, damages, costs, or expenses arising from or related to County's exercise or such right.

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

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

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

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

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

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

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

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

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

17.0 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and

further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

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

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

19.0 ENTIRE AGREEMENT: The body of this Agreement and the Exhibits A through I, all of which are attached hereto and incorporated hereto by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

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

21.0 RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Consultant's services under this Agreement, Consultant 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 subConsultant receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

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

23.0 ANTI-DISCRIMINATION: Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries or holding companies, are and will be treated equally by Consultant without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination

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

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

24.0 PROJECT PERSONNEL ARE AGENTS OF CONSULTANT: Consultant represents and warrants that Jewish Family Services of Los Angeles personnel performing work under this Agreement including, but not limited to, the individuals listed in Exhibit D hereto, and their agents and Sub-Consultants, are fully authorized agents of Consultant for all purposes of this Agreement, and have actual and full authority to perform all activity and work related to this Agreement on behalf of Consultant. Understanding that Consultant's Project Manager shall be solely responsible for coordination of all administrative and contractual matters as described in Paragraph 6.0 (A.3) Consultant's Project Manager.

25.0 TERMINATION OF AGREEMENT:

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

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

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

C. Notwithstanding any other provision of this Agreement, the failure of Consultant to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto, may

constitute a material breach hereof, thereby justifying immediate termination or suspension of this Agreement.

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

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

26.0 TERMINATION FOR IMPROPER CONSIDERATION:

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

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

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

27.0 TERMINATION FOR DEFAULT:

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

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

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

B. In the event that County terminates this Agreement as provided in Sub- paragraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services

similar to those so terminated, and Consultant shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

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

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

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

29.0 IMMEDIATE TERMINATION BY COUNTY:

A. In addition to any other provisions for termination provided in this Agreement, this Agreement may be terminated by County immediately if County determines that:

1. Consultant has failed to initiate delivery of services within 30 calendar days of the commencement date of this Agreement; or

2. Consultant has failed to comply with any of the provisions of Paragraphs 8 (INDEMNIFICATION AND INSURANCE), 13 (DELEGATION AND ASSIGNMENT), 14 (SUBCONTRACTING), 18 (CONFLICT OF INTEREST), 33 (CHILD SUPPORT COMPLIANCE PROGRAM), 39 (CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) and/or 51 (CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM); or

3. In accordance with Paragraphs 26 (TERMINATION FOR IMPROPER CONSIDERATION), 27 (TERMINATION FOR DEFAULT), and/or 30 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

B. Any termination of this Agreement by County shall be approved by County's Board of Supervisors.

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

Failure of Consultant to maintain compliance with the requirements set forth in Paragraph 51 (CONSULTANT'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 Consultant to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Consultant, pursuant to County Code Chapter 2.206.

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31.0. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST:

Should Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Consultant shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

32.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT:

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

33.0 CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

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

Paragraph 27.0 (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

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

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

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

37.0 CONSULTANT RESPONSIBILITY AND DEBARMENT:

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

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

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

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

E. The Consultant Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an

opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

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

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

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

38.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Consultant hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Consultant certifies that

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

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

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

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

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

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

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

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

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

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

40.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"):

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

41.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

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

2. For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Consultant and has

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

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

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

42.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Consultant shall notify and provide to its employees, and shall require each subConsultant 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.

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

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

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

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

47.0 COMPLIANCE WITH APPLICABLE LAW:

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

B. Consultant shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Consultant, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

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

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

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

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

49.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Consultant shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Consultant's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Consultant whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

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

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

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

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

If Consultant has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which

it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Consultant Non-responsibility and Consultant Debarment).

The above penalties shall also apply to any Consultant that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

51.0 CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY

TAX REDUCTION PROGRAM: Consultant 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 Consultant qualifies for an exemption or exclusion, Consultant 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.

52.0 FORCE MAJEURE:

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

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

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

53.0 CONSULTANT'S OFFICES: Consultant shall notify in writing DMH's Contracts Development and Administration Division, and any other County office(s) as identified in Paragraph 61.0 (NOTICES), of any change in its business address, as shown on page I of this Agreement, at least thirty days prior to the effective date thereof.

54.0 UNLAWFUL SOLICITATION: Consultant 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. Consultant shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

55.0 WARRANTY AGAINST CONTINGENT FEES:

A. Consultant 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 Consultant 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.

56.0 FAIR LABOR STANDARDS: Consultant 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 Consultant's employees for which County may be found jointly or solely liable.

57.0 CONFIDENTIALITY: Consultant shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, client records and information, in accordance with WIC Sections 5328 through 5330, inclusive, Title 45, Code of Federal Regulations, Section 205.50, and all other applicable County, State and Federal laws, ordinances, rules, regulations, and directives, relating to confidentiality. Consultant shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Consultant shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Consultant, its officers, employees, or agents.

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58.0 DISCLOSURE OF INFORMATION: During and after the term of this Agreement, Consultant 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. Director shall have the sole and absolute right to grant or deny such consent.

59.0 DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY:

The Consultant will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus are firms are used when possible. Affirmative steps shall include:

1. Placing qualified small and minority business, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

60.0 BACKGROUND AND SECURITY INVESTIGATIONS:

Each of Consultant's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this 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 Consultant, regardless if the member of Consultant's staff passes or fails the background investigation.

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

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

Disqualification of any member of Consultant's staff pursuant to this Paragraph 60.0 shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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

If to COUNTY:

County of Los Angeles
Department of Mental Health
550 S. Vermont Avenue
Los Angeles, CA 90020
ATTN: Richard Kushi

If to CONSULTANT:

Jewish Family Services of Los Angeles
3580 Wilshire Boulevard, Suite 700
Los Angeles, CA 90010
ATTN: Vivian Sauer

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Consultant has caused this Agreement to be subscribed 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

CONSULTANT

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
Mental Health Services Act
Clergy and Mental Health Roundtable Program
in Service Areas 1, 3, 5, and 8**

JEWISH FAMILY SERVICES OF LOS ANGELES

STATEMENT OF WORK

I. OBJECTIVE

The Clergy and Mental Health Roundtable Program is intended to bring together a group of interfaith clergy, demographically relevant to their community, and mental health staff representing diverse disciplines, on a monthly basis, to build trusting, respectful and collaborative relationships that support the mental health recovery of clients and their families.

The knowledge, skills and relationships gained by clergy and mental health staff in the Clergy and Mental Health Roundtable Program can help address mental health disparities, especially for under-represented populations. Expanding the Clergy and Mental Health Roundtable Program and establishing its permanence supports the Los Angeles County DMH's long-term strategic plan to develop partnerships with faith-based organizations and draw upon client's spirituality in serving the whole person.

II. CONTRACTOR'S RESPONSIBILITIES

JEWISH FAMILY SERVICES OF LOS ANGELES (JFS) will be responsible to deliver training services to implement the Clergy and Mental Health Roundtable Program in Service Areas (SAs) 1, 3, 5, and 8 (Clergy and Mental Health Roundtable Program) to provide services that integrate the spiritual interests of mental health clients.

This program supports the County of Los Angeles Mental Health Services Act (MHSA) Workforce Education and Training (WET) Plan, Program #7, Training of Community Partners. The initial success of the Roundtable Pilot Project (November 2010 to June 2012) in SAs 6 and 7, led to the first expansion of the program in Fiscal Year (FY) 2012-13 adding SAs 2 and 4. The expansion of the training services will help to continue rolling out the program into SAs 1, 3, 5 and 8.

III. SERVICES TO BE PROVIDED

Through the development, implementation and promotion of the DMH/Clergy Roundtables in each Service Area, JFS will be responsible to train:

- Mental health staff and clergy on creating effective collaborations and mutual-learning partnerships between faith-based organizations and the public mental health system.
- Mental health staff and clergy on creating respectful and knowledgeable partnerships that can harness their combined skills to support individuals and families through the recovery process.
- Mental health staff on how the spirituality of individuals and families may support their recovery.
- Clergy on consulting with mental health staff as they cope with the issues brought to them by individuals and families.
- Clergy on speaking about mental health issues so that they may act as ambassadors in their respective faith communities to promote awareness about mental health and community resources.
- Mental health staff on speaking about spirituality in the context of mental health so that they may act as ambassadors in their work place for supporting spiritual interests of individuals and families and working with the faith community.

IV. SERVICE DELIVERY SITE(S)

JFS shall deliver training services to implement the Clergy and Mental Health Roundtable Program in Service Areas (SAs) 1, 3, 5, and 8 (Clergy and Mental Health Roundtable Program) to provide services that integrate the spiritual interests of mental health clients. This program supports the County of Los Angeles Mental Health Services Act (MHSA) Workforce Education and Training (WET) Plan, Program #7, Training of Community Partners. The initial success of the Roundtable Pilot Project (November 2010 to June 2012) in SAs 6 and 7, led to the first expansion of the program in Fiscal Year (FY) 2012-13 adding SAs 2 and 4. The expansion of the training services will help to continue rolling out the program into SAs 1, 3, 5, and 8.

V. STAFFING

1. General Staffing Requirements

The service provider must have experience and qualification listed below:

- Experience delivering outpatient mental health services using licensed mental health professionals as part of the Los Angeles County public mental health system.
- Experience working with three (3) or more spiritual/religious groups of various faiths consisting of people from diverse spiritual/religious backgrounds.
- Experience, capability and sensitivity to work with a wide variety of ethnic and racial groups of different faiths providing culturally responsive services.
- Experience supporting individuals with mental illness and their families in collaboration with faith communities.

- Expertise in interpreting and applying the DMH Policy “4.15 Parameters for Spiritual Support” since the Clergy and Mental Health Roundtable Program will have to adhere to the stipulations in this policy document.
- Experts who demonstrate a minimum of five (5) years of experience providing pastoral counseling, which includes therapy services that integrate modern psychological thought and method with traditional religious training in an effort to address psycho-spiritual issues in addition to the traditional spectrum of counseling services.
- Experts who demonstrate a minimum of five (5) years of experience providing pastoral counseling, which includes therapy services that integrate modern psychological thought and method with traditional religious training in an effort to address psycho-spiritual issues in addition to the traditional spectrum of counseling services.
- At least five (5) years of experience within the last ten (10) years providing training to mental health staff on creating effective linkages with clergy to support mental health clients.
- Five (5) years of experience within the last ten (10) years developing roundtables of clergy and mental health dialogues, similar to DMH’s Clergy and Mental Health Roundtable Program.
- Administrative and programmatic experience with a Clergy and Mental Health Roundtable Program similar to DMH’s Clergy and Mental Health Roundtable or similar programs involving Clergy and Mental Health.
- Administrative ability with contracts, billing and project management related to Roundtable development, implementation and training.
- Programmatic capacity in organizing mental health staff and clergy for Roundtable participation, training group facilitators and participants in the creation of Roundtable agendas and meeting formats, writing periodic reports on the Roundtable program’s progress and challenges, evaluating the impact of the program on the participants through pre and post surveys, and providing technical assistance training for ongoing Roundtable operations.

2. **General Staffing Policies**

JFS shall ensure that staffing adequately addresses the evaluation as described in Section III above and that the following staff and volunteer requirements are met:

- **Criminal Clearances:** JFS shall ensure that criminal clearances and background checks have been conducted for all JFS’s staff and volunteers as well as all Subcontractor staff, prior to beginning and continuing work under any resulting Contract. The cost of such criminal clearances and background checks is the responsibility of JFS whether or not JFS or any Subcontractor’s staff pass or fail the background and criminal clearance investigations.

- Language Ability: JFS's staff, as well as any Subcontractor staff who are performing services under this Contract, shall be able to read, write, speak, and understand English in order to conduct business with County.
- Driving Record: JFS shall maintain copies of the Department of Motor Vehicles (DMV) printouts for all drivers providing service under this Contract. Reports shall be available to DMH on request. County reserves the option of doing a DMV check on Proposer's drivers once a year.
- Education and Experience: JFS shall be responsible for securing and maintaining staff who meet the minimum qualifications below and who possess sufficient experience and expertise required to provide services required in this SOW, including the ability to work effectively with multicultural providers. Proposer shall obtain written verification for staff with foreign degrees that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education, where applicable.
- Changes in Staffing: JFS shall advise DMH in writing of any change(s) in Proposer's key staff at least twenty-four (24) hours before proposed change(s), including name and qualifications of new staff. Proposer shall ensure that no interruption of services occurs as a result of the change in staff.

VI. ADMINISTRATIVE TASKS

- Record Keeping: JFS shall document all evaluation services provided.
- Evaluation Instruments: JFS shall use pre and post surveys measuring the relationship and collaboration between mental health staff and clergy representatives who participate in the roundtable program.
- Invoicing: JFS shall submit invoices monthly outlining the work associated with each deliverable, associated staff salaries and expenditures related to fulfilling deliverables.

Invoices shall be submitted to:

DEPARTMENT OF MENTAL HEALTH
COMMUNITY & GOVERNMENT RELATIONS
OFFICE OF THE DIRECTOR
550 SOUTH VERMONT AVENUE, 12TH FLOOR
LOS ANGELES, CALIFORNIA 90020
ATTN: LETICIA XIMENEZ, PSY. D.

- Computer and Information Technology Requirements: Within 30 days of commencement of contract, JFS shall acquire a computer system with sufficient hardware and software to meet DMH requirements and an agreement for its on-site maintenance for the entire term of this agreement to comply with the terms of the contract.
- Cooperation: JFS shall work cooperatively with DMH staff including Information Technology Services staff and any contracted program evaluator, if applicable. Proposer shall provide and train data entry staff to submit the invoice to DMH on a monthly basis.
- Data Collection: JFS shall collect, enter, manage, and submit outcome data as directed by DMH to prepare and submit 6-month and 12-month reports to CGRD Project Team within 30 days from the end of the respective periods and produce a comprehensive project report covering the contract period that identifies lessons learned and best practices and recommendations to sustain the program.

VII. QUALITY MANAGEMENT AND DATA COLLECTION PLANS

1. Quality Assurance and Quality Improvement

- JFS shall ensure that contract requirements are being met to include the following:
 1. Ensuring that services meet requirements for timeliness, accuracy, completeness, consistency and conformity as defined in the SOW.
 2. Ensuring that professional staff rendering services under the contract has the necessary prerequisites.
 3. Facilitating meetings, providing technical assistance to resolve issues, and capturing and including salient information discussed at the meeting in reports and meetings with CGRD Project Team.
 4. Training facilitator-trainees on operating the Roundtable meetings by leading the facilitation of no more than the first six meetings of each Roundtable.
 5. Working with facilitator-trainees to ensure meeting materials are appropriately prepared and available at each of the first six meetings and to ensure the administration of pre- and post- surveys to Roundtable participants.

6. Guiding facilitators to ensure pre and post surveys of Roundtable participants in the tenth or eleventh meeting.
7. Conducting at least four quarterly sessions of the countywide facilitator technical assistance meetings.
8. Providing technical assistance (including booster sessions) as needed to DCs, facilitators and Roundtables in Service Areas 1, 2, 3, 4, 5, 6, 7, and 8 to the extent budget and project priorities allow.
9. Meeting with CGRD Project Team twice monthly to address project management issues.
10. Preparing and submitting 3-month report to CGRD Project Team within 30 days from the end of the three-month period.
11. Preparing and submitting 6-month and 12-month reports to CGRD Project Team within 30 days from the end of the respective periods.
12. Producing a comprehensive project report covering the contract period that identifies lessons learned and best practices and recommendations to sustain the program.
13. Facilitating meetings, providing technical assistance to resolve issues, and capturing and including salient information discussed at the meeting in reports and meetings with CGRD Project Team.
14. To be determined jointly, organizing with the appropriate Departmental staff a culmination symposium toward the end of the full contract period to share and discuss the comprehensive report of the Roundtable program and its contents such as lessons learned, best practices and recommendations.

2. Data Collection

- JFS shall establish and implement a data collection plan to collect, manage, and submit data and reports as directed by DMH. This will include collecting, managing and submitting the data described in this SOW.

- JFS shall use pre and post surveys measuring the relationship and collaboration between mental health staff and clergy representatives who participate in the roundtable program as described in the SOW.
- JFS shall train facilitator-trainees to ensure the administration of pre-surveys to Roundtable participants.
- JFS shall guide facilitators to ensure pre and post surveys of Roundtable participants in the tenth or eleventh meeting of the roundtable program.
- JFS shall participate in program facilitator collaborative meetings at least once per quarter where data and progress will be reviewed to determine progress toward achieving positive outcomes. These meetings shall serve as the basis for learning and for making any programmatic corrections.
- JFS shall agree to the following schedule of the key deliverables, not inclusive of all deliverables:

The training service provider shall specifically perform and provide the following:

1) FY 2013-14

- a) By June 30, 2014, launch and operate two new Roundtables, one each in Service Areas 3 and 5:
 - i) Orient District Chiefs (DCs) of the two Service Areas regarding Roundtable program and its implementation.
 - ii) Guide DCs through choosing operational parameters, such as participants, location and communication channels.
 - iii) Guide DCs through choosing Roundtable facilitator-trainees, and mental health staff, clergy and other participants, including participating in the selection process at the discretion of the DCs.
 - iv) Orient facilitator-trainees of each new Roundtable prior to first Roundtable monthly meeting.
 - v) Guide DCs and facilitator-trainees through setting the first meeting date, creating the agenda, and inviting and following-up with participants.
 - vi) Train facilitator-trainees on operating the Roundtable meetings by leading the facilitation of no more than the first six meetings of each Roundtable. Work with facilitator-trainees to ensure meeting materials are appropriately prepared and available at each of the first six meetings, and in addition administer pre-surveys to Roundtable participants.
 - vii) Prepare and submit 3-month report to CGRD Project Team within 30 days from the end of the three-month period.

- b) By June 30, 2014, conduct at least two quarterly sessions of the countywide facilitator technical assistance meetings:
 - i) Manage meeting logistics and attendance, including confirming location, inviting facilitators, setting agenda and providing meeting materials.
 - ii) Facilitate meetings, provide technical assistance to resolve issues, and capture and include salient information discussed at the meeting in reports and meetings with CGRD Project Team.
- c) In addition to at least quarterly countywide facilitator meetings, provide technical assistance (including booster sessions) as needed to DCs, facilitators and Roundtables in Service Areas 2, 4, 6 and 7 to the extent budget and project priorities allow.
- d) Meet with CGRD Project Team twice monthly to address project management issues (12 meetings).
- e) Cultivate faith community participation and input as needed at venues identified by DCs and/or CGRD Project Team to the extent budget and project priorities allow.

2) FY 2014-15

- a) By June 30, 2015, launch and operate two new Roundtables, one each in Service Areas 1 and 8:
 - i) Orient District Chiefs (DCs) of the two Service Areas regarding Roundtable program and its implementation.
 - ii) Guide DCs through choosing operational parameters, such as participants, location and communication channels.
 - iii) Guide DCs through choosing Roundtable facilitator-trainees, and mental health staff, clergy and other participants, including participating in the selection process at the discretion of the DCs.
 - iv) Orient facilitator-trainees of each new Roundtable prior to first Roundtable monthly meeting.
 - v) Guide DCs and facilitator-trainees through setting the first meeting date, creating the agenda, and inviting and following-up with participants.
 - vi) Train facilitator-trainees on operating the Roundtable meetings by leading the facilitation of no more than the first six meetings of each Roundtable. Work with facilitator-trainees to ensure meeting materials are appropriately prepared and available at each of the first six meetings and to ensure the administration of pre-surveys to Roundtable participants.
 - vii) Meet with DCs as needed until launch of first meeting and at least on a quarterly basis thereafter to review progress and address programmatic issues.
 - viii) Prepare and submit 3-month report to CGRD Project Team within 30 days from the end of the three-month period.

- b) By June 30, 2015, complete training and technical assistance support for the Roundtables in Service Areas 3 and 5:
 - i) Continue to train facilitator-trainees on operating the Roundtable meetings by leading the facilitation of the remainder of the first six meetings of each Roundtable. Work with facilitator-trainees to ensure meeting materials are appropriately prepared and available for the remainder of the first six meetings.
 - ii) Guides facilitators to ensure pre and post surveys of Roundtable participants in the tenth or eleventh meeting.
 - iii) Prepare and submit 6-month and 12-month reports to CGRD Project Team within 30 days from the end of the respective periods.
- c) By June 30, 2015, conduct at least four quarterly sessions of the countywide facilitator technical assistance meetings:
 - i) Manage meeting logistics and attendance, including confirming location, inviting facilitators, setting agenda and providing meeting materials.
 - ii) Facilitate meetings, provide technical assistance to resolve issues, and capture and include salient information discussed at the meeting in reports and meetings with CGRD Project Team.
- d) In addition to at least quarterly countywide facilitator meetings, provide technical assistance (including booster sessions) as needed to DCs, facilitators and Roundtables in Service Areas 2, 3, 4, 5, 6, and 7 to the extent budget and project priorities allow.
- e) Meet with CGRD Project Team twice monthly to address project management issues (24 meetings).
- f) Cultivate faith community participation and input as needed at venues identified by DCs and/or CGRD Project Team to the extent budget and project priorities allow.

3) FY 2015-16

- a) By June 30, 2016, complete training and technical assistance support for the Roundtables in Service Areas 1 and 8:
 - i) Continue to train facilitator-trainees on operating the Roundtable meetings by leading the facilitation of the remainder of the first six meetings of each Roundtable. Work with facilitator-trainees to ensure meeting materials are appropriately prepared and available for the remainder of the first six meetings.
 - ii) Prepare and submit 6-month and 12-month reports to CGRD Project Team within 30 days from the end of the respective periods.
- b) By June 30, 2016, conduct at least four quarterly sessions of the countywide facilitator technical assistance meetings:

- i) Manage meeting logistics and attendance, including confirming location, inviting facilitators, setting agenda and providing meeting materials.
- ii) Facilitate meetings, provide technical assistance to resolve issues, and capture and include salient information discussed at the meeting in reports and meetings with CGRD Project Team.
- c) In addition to at least quarterly countywide facilitator meetings, provide technical assistance (including booster sessions) as needed to DCs, facilitators and Roundtables in Service Areas 2, 3, 4, 5, 6, and 7 to the extent budget and project priorities allow.
- d) Meet with CGRD Project Team twice monthly to address project management issues (24 meetings).
- e) Cultivate faith community participation and input as needed at venues identified by DCs and/or CGRD Project Team to the extent budget and project priorities allow.

4) FY 2016-17

- a) By December 31, 2016, conduct at least two quarterly sessions of the countywide facilitator technical assistance meetings:
 - i) Manage meeting logistics and attendance, including confirming location, inviting facilitators, setting agenda and providing meeting materials.
 - ii) Facilitate meetings, provide technical assistance to resolve issues, and capture and include salient information discussed at the meeting in reports and meetings with CGRD Project Team.
- b) In addition to at least quarterly countywide facilitator meetings, provide technical assistance (including booster sessions) as needed to DCs, facilitators in Service Areas 1, 2, 3, 4, 5, 6, 7, and 8, to the extent budget and project priorities allow.
- c) Meet with CGRD Project Team twice monthly to address project management issues (12 meetings).
- d) DCs of Service Areas 1, 2, 3, 4, 5, 6, 7, and 8, meet on an annual basis to discuss progress and to address operational issues (1 meeting).
- e) Cultivate faith community participation and input as needed at venues identified by DCs and/or CGRD Project Team to the extent budget and project priorities allow.
- f) Produce a comprehensive project report covering the contract period that identifies lessons learned and best practices and recommendations to sustain the program.
- g) To be determined jointly organize with the Department a culmination symposium toward the end of the contract period to share and discuss the comprehensive report and its contents such as lessons learned, best practices and recommendations. Invitees would include DCs, Roundtable facilitators and participants, outreach and engagement staff, DMH Navigators, Mental Health

Commissioners, MHSA WET Administration, Service Area Advisory Committee representatives and other stakeholders.

VIII. PERFORMANCE-BASED CRITERIA

- The Contract shall include six (6) Performance-based Criteria that shall measure the JFS's performance related to program and operational measures and are indicative of quality services. These criteria are consistent with the MHSA. These measures assess the agency's ability to provide the mandated services as well as to monitor the quality of services.
- JFS shall provide processes for systematically involving mental health staff and clergy representatives. Shall there be a change in federal, State and/or County policies/regulations, DMH, at its sole discretion, will advise JFS of the revised Performance-based Criteria within 30-day notice.
- The Performance-based Criteria are as follows:

PERFORMANCE BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. JFS has the capacity to work effectively with multi-ethnic and interfaith organizations in developing culturally appropriate outcome measures.	JFS to provide DMH with an analysis of pre and post surveys.	JFS successfully selects measures that are culturally sensitive and appropriately translated, where appropriate.
2. JFS has linguistic capability sufficient to meet the needs of multi-ethnic and interfaith organizations.	Review of staffing list associated with the project and linguistic capabilities.	JFS successfully communicates with multi-ethnic and interfaith organizations.
3. JFS successfully identifies or develops all outcome measures listed in Section III of this SOW.	Deliverables to DMH, based on deliverables schedule.	100% of all outcomes DMH requires are identified by the agency and approved by DMH for use.
4. JFS has successfully trained a minimum of one roundtable facilitator per Service Area.	Deliverables to DMH, based on deliverables schedule.	100% of all measures selected are obtained by JFS, submitted to DMH.

PERFORMANCE BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
5. JFS successfully implements the methodology for data collection from each SA roundtable.	Deliverables to DMH, based on deliverables schedule.	100% of all outcome data is successfully submitted to DMH.
6. JFS submits 3, 6, and 12 month reports as well as a final comprehensive report at the end of the project.	Deliverables to DMH, based on deliverables schedule.	100% submission at stipulated intervals.

**** Note the above performance based criteria table is subject to additional revisions at the discretion of the County.**

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
Mental Health Services Act
Clergy and Mental Health Roundtable Program
in Service Areas 1, 3, 5, and 8

JEWISH FAMILY SERVICES OF LOS ANGELES

FEE SCHEDULE

I. DISBURSEMENT SCHEDULE

For the services described in Section (III) (“Services To Be Provided”) on Exhibit A, DMH shall pay the Jewish Family Services of Los Angeles (JFS) the total of \$204,000 for services rendered during Fiscal Years (FYs) 2013-14 through FY 2016-17.

Payment to JFS for the following funds shall be based on monthly invoices from JFS to DMH as described below. No payment shall be made without prior approval of a designated DMH representative. The DMH representative shall review the invoice and project report to determine whether JFS is in substantial compliance with the terms and conditions of this Exhibit B.

**DELIVERABLES PAYMENT SCHEDULE FOR CLERGY AND MENTAL HEALTH
 ROUNDTABLE PROGRAM IN SERVICE AREAS 1, 3, 5, AND 8**

FISCAL YEAR 2013-14		
DELIVERABLES		FEE TOTAL
1 - New Roundtables in Service Areas 3 and 5		\$13,600
2 - Countywide Facilitator Technical Assistance Meetings		\$ 1,360
3 - Technical Assistance in Service Areas 2, 4, 6, and 7		\$ 6,800
4 - Meet with CGRD Project Team		\$ 6,800
5 - Cultivate Faith Community Participation and Input		\$ 5,440
	TOTAL	\$34,000

FISCAL YEAR 2014-15		
DELIVERABLES		FEE TOTAL
1 - New Roundtables in Service Areas 1 and 8		\$27,200
2 - Complete training and technical assistance support for the Roundtables in Service Areas 3 and 5		\$ 9,520
3 - Countywide Facilitator Technical Assistance Meetings		\$ 2,720
4 - Technical Assistance in SA's 2, 3, 4, 5, 6, and 7		\$ 9,520
5 - Meet with CGRD Project Team		\$10,880
6 - Cultivate Faith Community Participation and Input		\$ 8,160
	TOTAL	\$68,000

FISCAL YEAR 2015-16	
DELIVERABLES	FEE TOTAL
1 - Complete training and technical assistance support for the Roundtables in Service Areas 1 and 8	\$30,600
2 - Countywide Facilitator Technical Assistance Meetings	\$ 2,720
3 - Technical Assistance in SA's 2, 3, 4, 5, 6, and 7	\$13,600
4 - Meet with CGRD Project Team	\$10,880
5 - Cultivate Faith Community Participation and Input	\$10,200
TOTAL	\$68,000

FISCAL YEAR 2016-17	
DELIVERABLES	FEE TOTAL
1 - Countywide Facilitator Technical Assistance Meetings	\$ 1,360
2 - Technical Assistance in SA's 1, 2, 3, 4, 5, 6, 7, and 8	\$ 6,800
3 - Meet with CGRD Project Team	\$ 5,440
4 - Meet with DCs of Service Areas 1,2,3,4,5,6,7, and 8	\$ 1,020
5 - Cultivate Faith Community Participation and Input	\$ 5,440
6 - Produce a Comprehensive Project Report	\$ 5,100
7 - Jointly organize with the DMH a culmination symposium	\$ 8,840
TOTAL	\$34,000
TOTAL CONTRACT AMOUNT	\$204,000

II. SUBMISSION AND CERTIFICATION OF INVOICES

JFS shall submit to DMH monthly invoices, billable services are not to extend beyond allocated Fiscal Year. Each monthly invoice shall be submitted within thirty (30) days of the last date the invoiced services were provided. The JFS Program Administrator shall certify that invoices are for services and costs eligible under the terms and conditions for reimbursement.

JFS shall submit invoices to:

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
COMMUNITY & GOVERNMENT RELATIONS, OFFICE OF THE DIRECTOR
550 SOUTH VERMONT AVENUE, 12TH FLOOR
LOS ANGELES, CALIFORNIA 90020
ATTN: LETICIA XIMENEZ, PSY. D.**

III. PAYMENT PROCEDURES

Upon receipt of invoices from JFS, DMH shall make payment to JFS within forty-five (45) days of the date the invoice was approved for payment. If any portion of the invoice is disputed by DMH, DMH shall reimburse JFS for the undisputed services contained on the invoice and work diligently with JFS to resolve the disputed portion of the claim in a timely manner.

DMH shall make reimbursement payable to JFS. DMH shall send payments to:

**JEWISH FAMILY SERVICES OF LOS ANGELES
VIVIAN SAUER, ASSOCIATE EXECUTIVE DIRECTOR
3580 WILSHIRE BOULEVARD, SUITE 700
LOS ANGELES, CA 90010**

IV. MENTAL HEALTH SERVICES ACT FUNDS

In the event MHSA funds are not available to pay MHSA claims or if the State denies any or all of the MHSA claims submitted by County on behalf of Contractor, County is not responsible for any substantive payment obligation.

County shall evaluate Contractor utilization of MHSA funding allocated under this Agreement and shall adjust and reallocate amounts to any one or a combination of the following: 1) another Legal Entity contractor, 2) DMH directly operated clinics, and/or 3) the County DMH reserve of unallocated funding for MHSA services. Amounts to be reduced and reallocated will be based on County's projected underutilization of such MHSA funds.

CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSULTANT NAME: _____ Contract No. _____

GENERAL INFORMATION:

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

CONSULTANT ACKNOWLEDGEMENT:

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

Consultant understands and agrees that Consultant's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Consultant's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Consultant understands and agrees that Consultant's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

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

SIGNATURE: _____ DATE: ____/____/____
 PRINTED NAME: _____ POSITION: _____

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

CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

Name of authorized official _____

Please print name

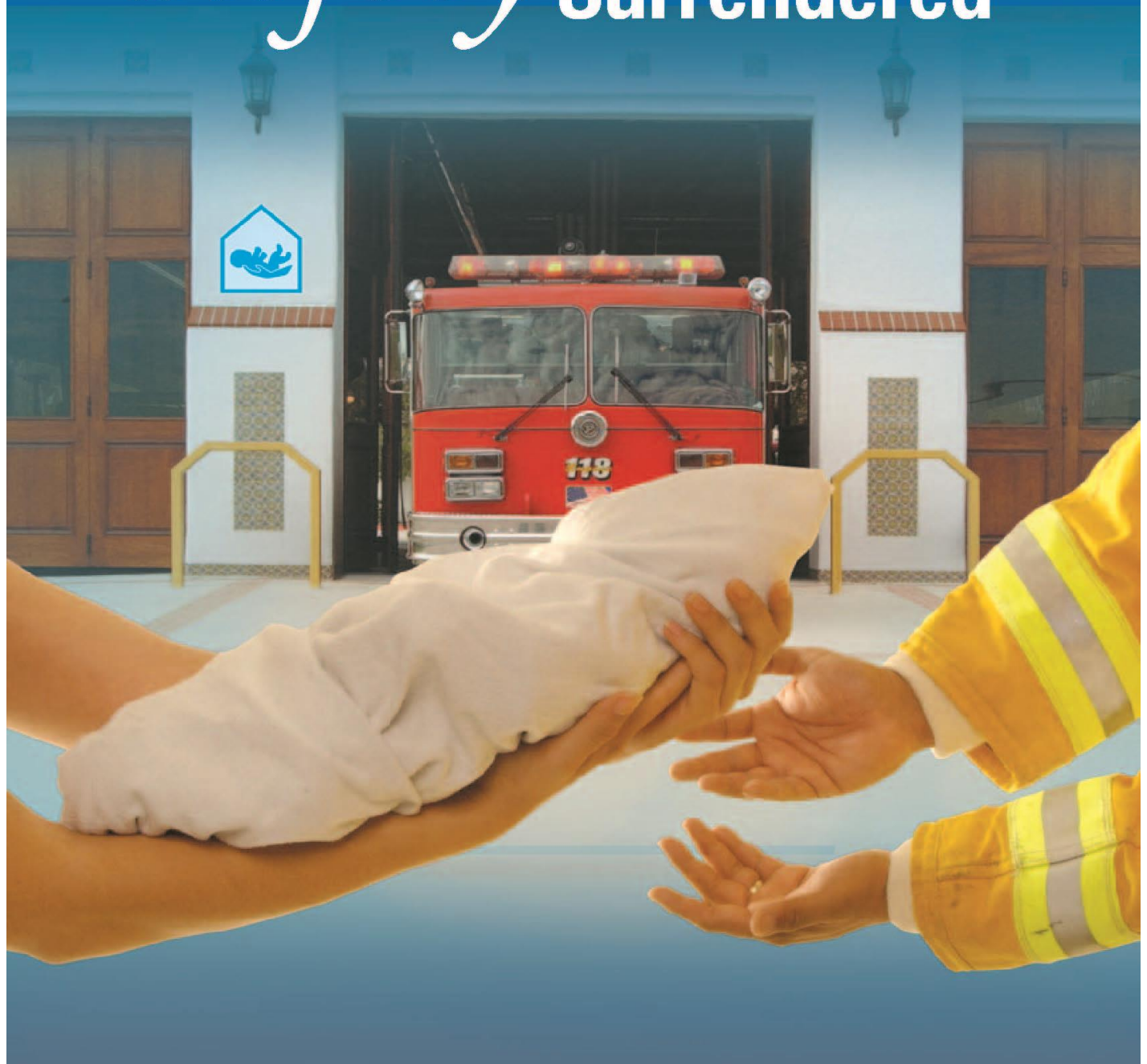
Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

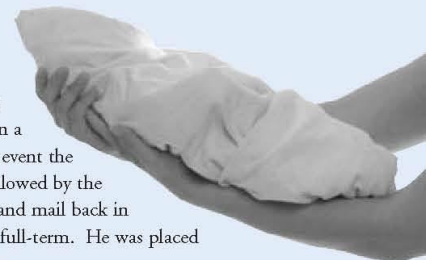
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los 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 Consultant has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

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

Signature

Date

Name and Title of Signer (please print)

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. Definitions

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. Permitted and required Uses and Disclosures of Protected Health Information

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.
3. Prohibited Uses and Disclosures of Protected Health Information
- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.
4. Obligations to Safeguard Protected Health Information
- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.
5. Reporting Non-Permitted Uses or Disclosures, Security Incidents, and Breaches of Unsecured Protected Health Information
- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. Written Assurances of Subcontractors

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. Access to Protected Health Information

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. Amendment of Protected Health Information

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. Accounting of Disclosures of Protected Health Information

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. Compliance with applicable HIPAA rules

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. Availability of Records

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. Mitigation of Harmful Effects

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. Breach Notification to individuals

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. Indemnification

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. Obligations of Covered Entity

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. Term

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. Termination for Cause

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-

breaching party may terminate this Business Associate Agreement immediately.

18. Disposition of Protected Health Information Upon Termination or Expiration

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. Audit, inspection, and Examination

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. Miscellaneous Provisions

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

