County of Los Angeles
**CHIEF EXECUTIVE OFFICE**
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 2, 2007

19 OCT 02 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

**DEPARTMENT OF MENTAL HEALTH: APPROVAL OF A NEW SOLE SOURCE CONSULTANT SERVICES AGREEMENT WITH KAREN BOLLOW FOR FISCAL YEARS 2007-2008 THROUGH 2008-09 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES) CIO RECOMMENDATION: APPROVE (X)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director of Mental Health or his designee to prepare, sign, and execute a new Department of Mental Health (DMH) sole source Consultant Services Agreement, substantially similar to Attachment I, with Karen Bollow (Consultant) to provide expert consultation and serve as a resource for DMH Contract Providers of mental health services regarding the use of Electronic Data Interchange (EDI) transactions, with DMH's new Integrated Behavioral Health Information System (IBHIS). The Total Compensation Amount (TCA) for this Consultant Services Agreement is $334,400, fully funded by the Mental Health Services Act (MHSA) One-Time Information Technology (IT) funding for Fiscal Years (FY) 2007-08 through 2008-09. The term of this Agreement will be effective upon the date of execution through December 31, 2008. This Agreement may be extended on a month-to-month basis for up to 12 months at the discretion of the Director.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to this new DMH Consultant Services Agreement and establish as a new TCA the aggregate of the original agreement

and all amendments provided that: 1) the County's total payments to Consultant under this agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable TCA; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel, the Chief Executive Officer (CEO) and the County's Chief Information Officer (CIO) or their designee is obtained prior to any such Amendment; and 5) the Director of Mental Health shall notify the Board of Supervisors of agreement changes in writing within 30 days after execution of each Amendment.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the requested action is to enter into a new sole source Consultant Services Agreement with Consultant to provide expert assistance and Project Management experience in establishing a Contract Providers Transition Project (CPTP) to assist Contract Providers with identifying, planning and executing the tasks necessary to complete the transition to a fully electronic exchange of information with DMH. The CPTP will act as a dedicated liaison between the Contract Providers and IBHIS Project Management. The role of the CPTP will be one of information, guidance, and education for Contract Providers who may not have the information systems functionality necessary for a fully electronic exchange of information with DMH. Consultant will also instruct the Contract Providers regarding DMH's EDI requirements and provide relevant information pertaining to EDI standards such as ANSI X.12, HL7, and XML.

Because DMH delivers nearly two-thirds of its mental health services through Contract Providers, the appropriate linkage between DMH processes, systems and the Contract Providers is essential for the success of the IBHIS. It is not within the scope of the IBHIS implementation to provide information systems for Contract Providers, however, DMH can, through the services of Ms. Bollow, provide advice, guidance, and information to facilitate a cost effective transition for contract providers. DMH plans, through these actions, to avoid confusion during the transition or disruption in claims processing which would negatively impact Contract Providers. Consultant's immediate role will be to help representatives of Contract Providers understand the necessity of this next change to their operational environment and provide guidance and advice to get them started on making the necessary changes.

**Implementation of Strategic Plan Goals**

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan Programmatic Goal No. 7, "Health and Mental Health." Board approval of the recommended actions will help DMH establish a client-centered, information-based mental health services delivery system that provides cost-effective and quality services within DMH and prepares DMH to collaborate more effectively with other County departments.

The recommended Board actions are consistent with the County's Chief Information Office Goals Nos. 1, 2, and 3. Board approval of the recommended actions will help DMH conduct County business electronically, provide secured access to electronic applications and utilize enterprise solutions to meet common needs.

The recommended Board actions are consistent with DMH Business Goals Nos. 1, 4, and 5. Board approval of the recommended actions will help DMH implement, manage, and report on the major new programs funded through MHSA; implement the plan for the cost-effective replacement of the legacy Mental Health Management Information System (MHMIS) and Integrated System (IS); and improve the collection of data for children (including foster children), adults, and older adults to be used for Performance Counts and other initiatives.

The recommended Board actions are consistent with the DMH IT Strategies Nos. 8 and 9. Board approval of the recommended actions will help DMH facilitate appropriate provider access to client information and clinical functionality regardless of the location of the provider or the client, and minimize paper and focus on digital information captured as close as possible to the point of origin.

**FISCAL IMPACT/ FINANCING**

There is no impact on net County cost.

The TCA for this Agreement is $334,400, fully funded by MHSA One-Time IT funding included in DMH's FY 2007-08 Adopted Budget. For FY 2008-09, funding will be requested during DMH's annual budget process. Continued funding for this Project will be included in the MHSA IT Plan, which DMH plans to submit to SDMH in the Fall of 2007.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DMH plans to select a Commercial-Off-The-Shelf (COTS) software application for an IBHIS that has a track record of success in other large mental health service delivery

organizations. The application will be vendor supported and maintained and integrated with broad functionality to meet the requirements of DMH under MHSA. Major COTS application suites in the mental health services marketplace have, in addition to the core clinical functionality that DMH needs so badly, tightly integrated financial and claims processing modules to meet the information integration needs in the delivery of quality mental health services.

Once an agreement has been executed with a software vendor for the IBHIS, implementation is expected to take approximately 24 months. At the end of that period, both the "wrapper" Integrated System (IS) and the legacy Mental Health Management Information System (MHMIS) will be retired, and Contract Providers will no longer be direct users of the DMH information system. DMH recognizes that this may pose a significant challenge for some of our Contract Providers, especially the smaller providers that currently do not use information systems but are an important part of the DMH provider network. It is in our mutual interest, and certainly in the interest of our clients, to provide expert consultation in an effort to prepare Contract Providers to exchange electronic information, through the use of EDI transactions, with DMH's new IBHIS.

The proposed agreement will provide consulting services to representatives of Contract Providers in the following areas:

- Project Planning
- Project Management Guidance
- Risk Mitigation Guidance
- Data Exchange Requirements
- Procurement Process Guidance
- RFP Development Guidance (or other procurement vehicle, if appropriate)
- Vendor Selection Criteria Guidance
- Contract Negotiations Guidance
- Implementation Planning Guidance
- Project Status Reporting

Currently, DMH does not have the expertise or the availability of resources to successfully execute such a transition without external assistance. This effort requires a consultant with proven information systems experience in the mental health care arena. Consultant has the appropriate experience, knowledge and skills to manage an effort of this magnitude and technical complexity. Consultant will be involved from the formal initiation of this project through initial migration, after which management of additional migrations will shift to DMH staff who will have gained experience by working with Consultant in supporting the CPTP.

The County's right to terminate this agreement, in whole or part, requires a 30-day notification to the contractor.

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

## CONTRACTING PROCESS

Consultant was initially selected because of her unique expertise and knowledge of the DMH IS application, business practices, and processes acquired while employed as the Contractor Project Manager under the IS agreement with Sierra Systems Group, Inc. Consultant possesses extensive experience with the IS and the legacy MHMIS and has been instrumental in helping DMH improve Contract Provider operations since August 2004. Consultant is an important contributor to the successful implementation of the new IS version, IS 2.0, which went into production November 27, 2006. Consultant has developed and maintained a very positive relationship with DMH Contract Providers and has established credibility as a result of her involvement with the IS Problem Investigation Project, IS Training and Process Improvement Effort, IS Denied Claims Project, and the IS 2.0 Implementation. Consultant has been especially effective in helping providers with chronic or severely acute claiming problems. Many of these same providers will be among the group that will need guidance in making the transition to EDI under the IBHIS Project.

DMH has met the County's requirement for advance notification of intent to negotiate a sole source services contract of $250,000 or greater in its notification letter to your Board dated February 15, 2007.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

This engagement is a cost-effective investment in avoiding delays in the IBHIS Project caused by the lack of understanding of EDI business and technical procedures by the Contract Providers. It is also a prudent investment in a very important part of the DMH mental health services provider network.

**CONCLUSION**

The Department of Mental Health will need one copy of the adopted Board's action. It is requested that the Executive Officer, Board of Supervisors, notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

Reviewed by:

Jon W. Fullinwider
Chief Information Officer

WTF:SRH:SAS
DRJ:DS:bjs

Attachments (2)

c: County Counsel
Chief Information Officer
Director, Department of Mental Health
Chairperson, Mental Health Commission

100207_DMH_Karen Bollow

# CIO ANALYSIS

**NEW SOLE SOURCE CONSULTANT SERVICES AGREEMENT WITH KAREN BOLLOW FOR FISCAL YEARS 2007-2008 THROUGH 2008-09**
**(ALL SUPERVISORIAL DISTRICTS)**
**(3 VOTES)**

**CIO RECOMMENDATION:** ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

**Contract Type:**
☐ New Contract ☐ Contract Amendment ☐ Contract Extension
☒ Sole Source Contract ☐ Hardware Acquisition ☐ Other

**New/Revised Contract Term:** Base Term: 1 Yr. # of Option Yrs: 1

**Contract Components:**
☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

**Project Executive Sponsor:** Marvin J. Southard, D.S.W.

**Budget Information :**

| | |
|---|---|
| Y-T-D Contract Expenditures | $0 |
| Requested Contract Amount | $334,400 |
| Aggregate Contract Amount | $0 |

**Project Background:**

| Yes | No | Question |
|---|---|---|
| ☐ | ☒ | Is this project legislatively mandated? |
| ☒ | ☐ | Is this project subvented? If yes, what percentage is offset? This project is 100% subvented through Mental Health Services Act (MHSA) one-time Information Technology funding. |
| ☐ | ☒ | Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? |

**Strategic Alignment:**

| Yes | No | Question |
|---|---|---|
| ☒ | ☐ | Is this project in alignment with the County of Los Angeles Strategic Plan? |
| ☒ | ☐ | Is this project consistent with the currently approved Department Business Automation Plan? |

| | | |
|---|---|---|
| ☒ | ☐ | Does the project's technology solution comply with County of Los Angeles IT Directions Document? |
| ☒ | ☐ | Does the project technology solution comply with preferred County of Los Angeles IT Standards? |
| ☒ | ☐ | This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS). |

**Project/Contract Description:**

The Department of Mental Health (DMH) is requesting delegated authority from your Board to prepare, sign, and execute a sole source Consulting Services Contract with Ms. Karen Bollow (Consultant) to provide expert assistance and project management expertise in implementing the Contract Providers Transition Project (CPTP). DMH is also requesting delegated authority to execute future contract amendments and increase contract maximum up to 20 percent. The goal of this project is to assist DMH Contract Providers in identifying and planning for execution of tasks necessary to complete their transition from Direct Data Entry (DDE) to fully electronic exchange of information utilizing Electronic Data Interchange (EDI) technology. This contract provider migration to EDI will facilitate the implementation of DMH's new Integrated Behavioral Health Information System (IBHIS). The term of this agreement will be effective upon the date of execution through December 31, 2008, with a contract maximum of $334,400. The Agreement may be extended on a month-to-month basis for up to 12 months, at the discretion of the Director.

**Background:**

In Fall 2004, California voters passed Proposition 63, now called the Mental Health Services Act (MHSA). This requires implementation of an electronic health record (EHR) system, which DHM plans to implement as part of IBHIS.

DMH intends to select a Commercial-Off-The-Shelf (COTS) software application for the IBHIS. Once an agreement has been executed with a software vendor for the IBHIS, implementation is expected to take approximately 24 months. At the end of that period, both the legacy Integrated System (IS) and the Mental Health Management Information System (MHMIS) will be retired, and Contract Providers will no longer be direct users of the DMH IS. In order to mitigate the risk to Contract Providers, especially smaller providers that currently do not use information systems, DMH desires to engage an expert consultant to implement a CPTP. The goal of this project is to prepare Contract Providers to exchange electronic information through the use of EDI transactions.

**Project Justification/Benefits:**

Contract Providers are an essential part of the DMH provider network and it is in the interest of mental health services consumers to see that their transition from a DDE data collection model to an EDI model is well planned, carefully executed and timely. The primary objective of the Contract Providers Transition Project (CPTP) will be to proactively assist Contract Providers with understanding, planning and executing the necessary tasks to complete the transition from DDE to EDI for all data exchanged between DMH and Contract Providers.

The purpose of the requested action is to enter into a new sole source Consultant Services Agreement with Consultant to provide expert assistance and Project Management experience in establishing a Contract Providers Transition Project (CPTP) to assist Contract Providers with identifying, planning and executing the tasks necessary to complete the transition to a fully electronic exchange of information with DMH. The CPTP will act as a dedicated liaison between the Contract Providers and IBHIS Project Management.

The role of the CPTP will be one of information, guidance, and education. CPTP will assist Contract Providers, who may not have the information systems functionality necessary for a fully electronic exchange of information with DMH to select, acquire and implement the necessary software. Consultant will also instruct the Contract Providers regarding DMH's EDI requirements and provide relevant information pertaining to EDI standards such as ANSI X.12, HL7, and XML.

Because DMH delivers nearly two-thirds of its mental health services through Contract Providers, the appropriate linkage between DMH processes, systems and the Contract Providers is essential for the successful implementation of the IBHIS. It is not within the scope of the IBHIS implementation to provide information systems for Contract Providers, however, DMH can, through the services of Ms. Bollow, provide advice, guidance, and information to facilitate a cost effective transition for Contract Providers. DMH plans, through these actions, to avoid confusion during the transition or disruption in claims processing which would negatively impact Contract Providers. The Consultant's immediate role will be to help representatives of Contract Providers understand the necessity of this next change to their operational environment and provide guidance and advice to get them started on making the necessary changes.

Ms. Bollow was selected because of her unique expertise and knowledge of DMH business practices and related systems. Ms. Bollow has also developed and maintained positive relationships with many of the Contract Providers that will be involved in this migration.

**Project Metrics:**

The key project metrics will be the development of a project charter for the Contract Providers Transition Project (CPTP), a detailed project work plan, and the number of Contract Providers that identify and implement their solutions to meet the EDI requirements. Status on these metrics should be provided to the IBHIS Project Manager and the DMH Project Management Advisory Board (PMAB) on a monthly basis.

**Impact on Service Delivery or Department Operations, If Proposal Is Not Approved:**

If your Board chooses not to authorize the Department to hire Karen Bollow on a contract basis, this will severely impact DMH's ability to implement the EDI components of the new IBHIS.

**Alternatives Considered:**

None.

**Project Risks:**

None, however, without Ms. Bollow in this role, the risk of Contract Providers not being ready to meet EDI requirements increases.

## Risk Mitigation Measures:

Standard risk mitigation methods employed for projects of similar size. Having Ms. Bollow in this role will reduce the risk of the Contract Providers not being ready to meet the EDI requirements.

## Financial Analysis:

**FISCAL IMPACT/ FINANCING**

There is no impact on net County cost.

The Total Compensation Amount (TCA) for this Agreement is $334,400, fully funded by MHSA one-time IT funding included in DMH's FY 2007-08 Adopted Budget. That amount could increase by a maximum of 20% ($66,880) if delegated authority is granted and exercised. For FY 2008-09, funding will be requested during DMH's annual budget process. Continued funding for this project will be included in the MHSA IT Plan, which DMH plans to submit to the State Department of Mental Health (SDMH) in the fall of 2007.

## CIO Concerns:

None.

## CIO Recommendations:

Based on the Board Letter and follow-up discussions with the Department, we recommend your Board's approval of the recommended action.

**CIO APPROVAL**

| | |
|---|---|
| Date Received: | August 30, 2007 |
| Prepared by: | Sanmay Mukopadhyay/Henry Balta |
| Date: | August 30, 2007 |
| Approved: | Greg Melendez |
| Date: | 9/20/2007 |

**ATTACHMENT I**

_____ CONTRACT NUMBER

Business Address: REFERENCE NUMBER

_____

_____

Supervisory District(s) _____

**CONSULTANT SERVICES AGREEMENT**

**TABLE OF CONTENTS**


| PARAGRAPH | | PAGE |
|---|---|---|
| | RECITALS | 1 |
| | PREAMBLE | 1 |
| 1.0 | ADMINISTRATION | 5 |
| 2.0 | APPLICABLE DOCUMENTS | 5 |
| 3.0 | SERVICES PROVIDED | 5 |
| 4.0 | TERM OF AGREEMENT | 6 |
| 5.0 | COMPENSATION | 6 |
| 6.0 | REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES | 8 |
| 7.0 | WARRANTY | 9 |
| 8.0 | INDEMNIFICATION AND INSURANCE | 9 |
| 9.0 | CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT | 12 |
| 10.0 | CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT | 12 |
| 11.0 | TITLE TO PROPERTY | 12 |
| 12.0 | TERMINATION OF AGREEMENT | 13 |
| 13.0 | LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS | 14 |
| 14.0 | DELEGATION AND ASSIGNMENT BY CONSULTANT | 14 |
| 15.0 | SUBCONTRACTING | 15 |
| 16.0 | CAPTIONS AND PARAGRAPH HEADINGS | 18 |
| 17.0 | WAIVER | 18 |
| 18.0 | GOVERNING LAW, JURISDICTION AND VENUE | 18 |
| 19.0 | CONFLICT OF INTEREST | 18 |
| 20.0 | COMPLETE AGREEMENT | 19 |
| 21.0 | INDEPENDENT CONSULTANT STATUS | 19 |
| 22.0 | COUNTY LOBBYIST | 19 |
| 23.0 | ANTI-DISCRIMINATION | 19 |
| 24.0 | PROJECT PERSONNEL ARE AGENTS OF CONSULTANT | 20 |
| 25.0 | TERMINATION FOR IMPROPER CONSIDERATION | 20 |

**PARAGRAPH** **PAGE**


26.0 TERMINATION FOR DEFAULT ..... 20
27.0 TERMINATION FOR CONVENIENCE ..... 21
28.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST ..... 21
29.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT ..... 21
30.0 CHILD SUPPORT COMPLIANCE PROGRAM ..... 22
31.0 AUTHORIZATION WARRANTY ..... 22
32.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT ..... 23
33.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS ..... 23
34.0 CONSULTANT RESPONSIBILITY AND DEBARMENT ..... 23
35.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76) ..... 25
36.0 CONSULTANTS EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM ..... 25
37.0 CONSULTANT'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ..... 27
38.0 COMPLIANCE WITH JURY SERVICE PROGRAM ..... 34
39.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW ..... 35
40.0 CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW ..... 35
41.0 COUNTY'S QUALITY ASSURANCE PLAN ..... 35
42.0 CONSULTANT'S CHARITABLE ACTIVITIES COMPLIANCE ..... 36
43.0 COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS ..... 36
44.0 COMPLIANCE WITH APPLICABLE LAW ..... 36
45.0 ALTERATION OF TERMS ..... 37
46.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES ..... 37
47.0 CHANGES AND AMENDMENTS ..... 38
48.0 DISPUTE RESOLUTION PROCEDURE ..... 38
49.0 TERMINATION FOR INSOLVENCY ..... 40
50.0 CONFIDENTIALITY ..... 40
51.0 NOTICES ..... 41


## EXHIBITS


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

**CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT for Consultant Services (hereafter "Agreement") is made and entered into this _____ day of _____, 2007, by and between _____ _____ (hereafter "CONSULTANT") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "COUNTY").

RECITALS

WHEREAS, the COUNTY has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a CONSULTANT to the COUNTY for the provision of consultant services to provide expert assistance and leadership in establishing a Contract Providers Transition Team (CPTT) to assist the Department of Mental Health (hereafter "DMH") Contract Providers in identifying and planning for execution of the tasks necessary to complete their transition from Direct Data Entry (DDE) into DMH's claims processing system to Electronic Data Interchange (EDI), in preparation for the implementation of DMH's new Integrated Behavioral Health Information System (IBHIS); and

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

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

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

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

**PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and

community's commitment to provide health and human service that support achievement of the County's vision, goals, values and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the customer service and Satisfaction Standards.

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

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

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

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

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

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

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

- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

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

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

*Personal Service Delivery*

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

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

*Service Access*

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

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

*Service Environment*

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

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

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

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

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

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

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

/

4.0 TERM OF AGREEMENT: The period of this Agreement shall commence upon the date of execution and shall continue in full force and effect through December 31, 2008.

4.1 The term of this Agreement may be extended by the County's Director of DMH ("Director") beyond the expiration date on a month-to-month basis, for a period of time not to exceed 12 months, upon the mutual consent of the parties. All provisions of the Agreement in effect on the date the extension term commences shall remain in effect for the duration of the extension, including, but not limited to, the Total Compensation amount set forth in Paragraph 5.0 (COMPENSATION) (and approved Change Notices). Compensation for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

4.2 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 51.0 (NOTICES).

4.3 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:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A, Consultant shall be paid in accordance with the Payment Schedule established in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum of _____

_____ DOLLARS ($_____) for Fiscal Year 2007-2008; _____

_____ DOLLARS ($_____) for Fiscal Year 2008-2009 and for Fiscal Year 2009-2010,

_____ DOLLARS ($_____) for Fiscal Year 2009-2010. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work

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

5.2 The Total Compensation Amount for this Agreement shall not exceed _____ _____ DOLLARS ($_____) for Fiscal Year 2007-2008; _____ DOLLARS ($_____) for Fiscal Year 2008-2009 and for Fiscal Year 2009-2010, _____ _____ DOLLARS. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Project Director or his/her designated representative.

Consultant shall submit invoices to:

County of Los Angeles
Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor
Los Angeles, CA 90005

ATTN: Project Director

5.3 Notwithstanding any other provision of this Agreement, in no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder during the Initial Period. Furthermore, Consultant shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 51.0 (NOTICES).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Consultant shall have a claim against County for payment of any money or reimbursement, of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Contract. Should Consultant receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered

after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Contract.

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

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Project Director:

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

6.1.2 Upon advance approval of the County Project Director, County may provide Consultant with reasonable or use of certain County resources, such as reasonable clerical support and County facilities, as determined by the County Project Director, 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 Director shall be: Robert Greenless, Ph.D.

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

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

8.0 INDEMNIFICATION AND INSURANCE:

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

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

(a) Specifically identify this Agreement

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

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

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

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Consultant to reduce or eliminate such deductibles or self-insured

retentions as they apply to County, or, require Consultant to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

4) 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.

5) 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.

6) Insurance Coverage Requirements for Sub-Consultants: Consultant shall ensure

any and all sub-Consultants performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Consultant providing evidence of insurance covering the activities of sub-Consultants, or

(b) Consultant providing evidence submitted by sub-Consultants evidencing that sub-Consultants maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-Consultant insurance coverage at any time.

8.3 Insurance Coverage Requirements:

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

| | |
|---|---|
| General Aggregate: | Two Million Dollars ($2,000,000) |
| Products/Completed Operations Aggregate: | One Million Dollars ($1,000,000) |
| Personal and Advertising Injury: | One Million Dollars ($1,000,000) |
| Each Occurrence: | One Million Dollars ($1,000,000) |

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

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

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

Disease – each employee: One Million Dollars ($1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Consultant, its officers or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

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: Chief, Contracts Development and Administration Division, 550 South Vermont Avenue, 5th Floor, 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 Consultant.

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

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

12.0 TERMINATION OF AGREEMENT:

12.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to 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.

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

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

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

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

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

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

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

transcribe such material at such other location.

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

Notwithstanding any other provision of this Agreement, County shall not be obligated for 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.

14.0 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.

15.0 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 15.0. Any attempt by Consultant to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Consultant, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

(1) The reasons for the particular subcontract.

(2) A detailed description of the services to be provided by the subcontract.

(3) Identification of the proposed subcontract and an explanation of why and how the proposed Sub-Consultant was selected, including the degree of competition involved.

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

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

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

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

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

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

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

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

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

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

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

right.

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

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

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

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

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

L. In the event that County consents to any subcontracting, Consultant shall obtain and maintain on file an executed Sub-Consultant Employee Acknowledgement or Employer, 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.

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

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

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

19.0 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.

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

21.0 INDEPENDENT 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.

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 or 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 contact upon which County may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by County of such violation.

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 all individuals 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.

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

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

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

26.0 TERMINATION FOR DEFAULT:

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

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

If, as determined in the sole judgment of County, Consultant fails to perform and/or comply with any

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

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

26.3 The rights and remedies of County provided in this Paragraph 28.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

Afte8r 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.

28.0 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.

29.0 CONSIDERATION OF GAIN PROGRAM 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 who meet Consultant's minimum qualifications for the open position. The County will refer GAIN participants by job category to the

Consultant.

30.0 CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

30.2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth pursuant to Subparagraph 31.1 (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 27.0 (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

31.0 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.

32.0 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.

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

34.0 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.

35.0 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.

36.0 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.

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.

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

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

Therefore, the parties agree as follows:

**DEFINITIONS**

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

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being

exchanged did not exist in electronic form before the transmission.

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

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

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

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

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an

Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

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

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

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

**OBLIGATIONS OF BUSINESS ASSOCIATE**

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

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

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

Information.

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

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

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

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

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined

by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

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

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

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely

maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

**OBLIGATION OF COVERED ENTITY**

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

**TERM AND TERMINATION**

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

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

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

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

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

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

This provision shall apply to Protected Health Information that is in the possession of Sub-Consultants or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**MISCELLANEOUS**

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

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

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

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

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

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

38.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

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.

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

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

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

41.0 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.

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

43.0 COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for 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.

44.0 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.

45.0 ALTERATION OF TERMS:

No addition to, or alteration of, the terms of the body of this Agreement, or Statement of Work or Payment 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 Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Consultant and by the Director of Mental Health.

46.0 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.

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

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

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

48.0 DISPUTE RESOLUTION PROCEDURE:

48.1 Consultant and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 48.0.

48.2 Consultant and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its sole discretion, determines should be delayed as a result of such dispute.

48.3 If Consultant fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Consultant or County as a result of Consultant's failure to continue to so perform shall be borne by Consultant, and Consultant shall make no claim whatsoever against County for

such costs. Consultant shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Consultant from County.

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

48.5 In the event of any dispute between the parties with respect to this Agreement, Consultant as Project Manager shall submit the matter to the County's Project Director for the purpose of endeavoring to resolve such dispute.

48.6 In the event that Consultant as Project Manager and President and County's Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute, the matter shall be immediately submitted by Consultant as President to County's Executive Sponsor. These persons shall have five (5) working days to attempt to resolve the dispute.

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

48.8 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all two (2) levels described in this Paragraph 48.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

48.9 Notwithstanding any other provision of this Agreement, County's rights and remedies pursuant to Paragraph 49.0 (TERMINATION FOR INSOLVENCY), Paragraph 26.0 (TERMINATION FOR DEFAULT), Paragraph 27.0 (TERMINATION FOR CONVENIENCE), or any other termination provision

hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraph 50.0 (CONFIDENTIALITY), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Consultant may have against County or Consultant's rights to assert such claims after any such termination or such injunctive relief has been obtained.

49.0. TERMINATION FOR INSOLVENCY:

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

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

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

(3) The appointment of a Receiver or Trustee for the Consultant; or

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

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

50.0 CONFIDENTIALITY: Consultant shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and Integrated System (IS) records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. 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.

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

If to COUNTY:

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

To COUNTY:

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

If to CONSULTANT:

/

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 FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

# EXIHIBIT A

# STATEMENT OF WORK

## CONSULTANT SERVICES TO BE PROVIDED BY KAREN BOLLOW

## I. OBJECTIVE

The Los Angeles County (County) Department of Mental Health (DMH) requires consulting services to provide expert assistance and project management experience in establishing a Contract Providers Transition Project (CPTP). The goal of this Project is to assist Contract Providers in identifying and planning for execution of the tasks necessary to complete their transition from Direct Data Entry (DDE) into DMH's claims processing system to Electronic Data Interchange (EDI), in preparation for the implementation of DMH's new Integrated Behavioral Health Information System (IBHIS).

## II. BACKGROUND

In fall 2004, voters in California passed Proposition 63, now called the Mental Health Services Act (MHSA). MHSA provides great opportunity for DMH to reengineer the way it delivers mental health services, but it also requires significantly improved automated support in order to meet MHSA performance and outcome measures reporting expectations. The MHSA requirements cannot be met without an electronic health record (EHR) system such as that envisioned for the IBHIS.

DMH plans to select a Commercial-Off-The-Shelf (COTS) software application for an IBHIS that has a track record of success in other large mental health service delivery organizations. The application will be vendor supported and maintained and integrated with broad functionality to meet the requirements of DMH under MHSA. Major COTS application suites in the mental health services marketplace have, in addition to the core clinical functionality that DMH needs so badly, tightly integrated financial and claims processing modules to meet the information integration needs in the delivery of quality mental health services.
Once an agreement has been executed with a software vendor for the IBHIS, implementation is expected to take approximately 24 months. At the end of that period, both the "wrapper" Integrated System (IS) and the legacy Mental Health Management Information System (MHMIS) will be retired, and Contract Providers will no longer be direct users of the DMH IS. DMH recognizes that this will be a significant challenge for some of our Contract Providers, especially the smaller providers that currently do not use information systems but are an important part of the DMH provider network. It is in our mutual interest, and certainly in the interest of our clients, to provide expert consultant project management to coordinate and lead the effort of preparing Contract Providers to exchange electronic information through the use of EDI transactions.

## III. SCOPE

Contract Providers are an essential part of the DMH provider network and it is in the interest of mental health services consumers to see that their transition from a DDE data collection model to an EDI model is well planned, carefully executed and timely. The primary objective of the CPTP will be to proactively assist Contract Providers so that they

will be able to understand, plan and execute the necessary tasks to complete the transition from DDE to EDI for all data exchanged between DMH and Contract Providers. The target date for initiating production use of the IBHIS EDI environment is January 1, 2009.

The CPTP will educate Contract Providers by providing guidance, training and education on information system specifications, procurement options, contract provisions and negotiation items that should be considered, and implementation strategy and planning. The Project will also identify and coordinate external educational opportunities for Contract Providers and provide training to Contract Providers pursuing new information systems on DMH standard systems interface requirements. Because of the sheer number of Contract Providers and their varying levels of preparedness, their transition to EDI will be closely monitored so that Contract Providers in need of focused education and training are identified early in the Project and assisted appropriately. To address the complexities of leading more than 500 Contract Providers through this transition, a Contract Provider Transition Team (CPTT) will be formed to represent the interests of Contract Providers.

## IV. PROJECT MANAGEMENT

The Executive Sponsor of this Project is Marvin J. Southard, D.S.W., Director of the Department of Mental Health.

County Project Director is Robert Greenless, PhD., DMH Chief Information Officer (CIO).

County Project Co-Director is Nancy Kless, DMH Program Director, Office of the Medical Director (OMD).

County Project Directors will provide management oversight for the Project and facilitate the cooperation of DMH personnel where necessary to support the deliverables. Consultant shall report administratively to County Project Director, but the primary operational coordination will be with the IBHIS Project Manager.

Consultant shall lead the CPTT comprised of Contract Providers, and possibly other consultants and other stakeholders with support and assistance from designated DMH staff. Consultant shall direct the performance of all tasks as described within this Statement of Work (SOW), but shall not sign County procurement documents or invoices on behalf of County, nor sign time cards or prepare or sign County employee performance evaluations.

Consultant will provide monthly status reports and shall meet with County Project Director monthly or more frequently as directed by County Project Director to discuss Project status, obstacles to progress and work anticipated in the coming weeks.

Consultant shall, at all times, permit County Project Director, or his/her representative, to inspect any and all of Consultant's work in-progress without interference with such work. The purpose of such inspections will be to verify Project's progress as reported by Consultant and to insure that work products are in conformance with the requirements of this SOW. Upon notification by County Project Director, Consultant will immediately correct deviations from requirements or contract provisions at no cost to DMH.

All deliverables are to be prepared and submitted in Microsoft Office 2003 format and the version of Microsoft Project currently in use by DMH.

Consultant's covenants and responsibilities under this SOW shall not be conditional upon County's performance of the covenants contained in this SOW except to the extent that Consultant's ability to perform is dependent on County's performance.

## V. PROJECT OVERSIGHT

Project Management oversight will be provided by the IBHIS Project Manager, Adrina Moreno, who will also serve as advisory support to Consultant.

## VI. TASKS AND DELIVERABLES

Consultant shall submit each Deliverable for County's review and receive County's written approval.

### TASK 1 – PROJECT WORK PLAN:

Consultant shall develop a Project Work Plan, for review and approval by County Project Director and County IBHIS Project Manager, in the version of Microsoft Project currently in use by DMH. It shall address approach and methodology to transitioning Contract Providers to EDI and include Project milestones, subtasks, resources, baseline start and end dates, actual start and end dates, variance start and end dates, names of personnel responsible for each step and dependencies to complete each of the items identified. A current updated Work Plan shall be submitted each month with the Status Report to County Project Director as described in Task 6 (Project Status Reporting). Consultant shall assure that an electronic project library is established and maintained for each updated Work Plan using document version and date controls. If DMH has implemented Microsoft Project Enterprise Server at any time during the Project and a streamlined status reporting process becomes available as a result, County and Consultant can, by mutual agreement, transition to a streamlined process using Microsoft Project Enterprise Server.

### DELIVERABLE 1– PROJECT WORK PLAN:

Consultant shall submit to County a DMH-approved Project Work Plan for Contract Providers EDI Transition within twenty (20) days of execution of this Agreement as described under Task 1 (Project Work Plan).

### TASK 2 – PROJECT MANAGEMENT PLANS:

Consultant shall develop a Project Charter, Risk Management Plan and Change Management Plan and execute these plans throughout the Project upon the review and written approval of County Project Director. All plans shall comply with DMH's adopt Project Management Methodology (PMM).

1. The Project Charter shall include, but not be limited to, the following:
    - General Information
    - Business Problem
    - Project Purpose

- Project Objectives
- Project Scope
- Project Approach
- Roles and Responsibilities
- Project Oversight

2. Risk Management Plan - shall define the process by which risks are identified, measured and assessed. Consultant shall also develop a plan to manage the risks associated with transitioning Contract Providers to EDI which shall include, but not be limited to the following:
   - Strategy
   - Risk Identification
   - Qualitative & Quantitative Analysis
   - Risk Response Planning

3. Change Management Plan - shall include procedures for change requests including roles and responsibilities for responding to requests and criteria for prioritization. The Change Management Plan shall include, but not be limited to changes related to the following:
   - Project Scope
   - Project Management Plans
   - Project Baseline Timelines

Consultant shall establish and maintain County owned electronic project libraries and materials for each tool using document version and date controls.

**DELIVERABLE 2 – PROJECT CHARTER, RISK MANAGEMENT PLAN AND CHANGE MANAGEMENT PLAN:**

Consultant shall deliver a Project Charter, Risk Management Plan and Change Management Plan for County Project Director's review and written approval within sixty (60) days after the date of execution of the Agreement. All Plans shall include, but not be limited to, the information described in Task 2 (Project Management Plans).

**TASK 3 – PROJECT MANAGEMENT:**

Consultant is responsible for the management of the CPTP on behalf of County, from Kick-Off through initial Contract Provider EDI Certification. Consultant Project Manager shall act on behalf of County as County's Project Manager for the CPTP.

Consultant Project Manager shall, under the direction of the County Project Director and IBHIS Project Manager, facilitate Contract Providers through the completion of all tasks that are their responsibility in the CPTP as defined in Task 1 (Project Work Plan). County may assign DMH staff to support and assist Consultant.

Consultant shall track the EDI implementation progress of each Contract Provider and report status as part of the status reports defined in Task 6 (Project Status Reporting). Consultant shall ensure that overall CPTP performance is measured against the work plan baseline as defined in Task 1 (Project Work Plan) and that all changes and variances are reviewed, approved or rejected by County Project Director. If Consultant observes significant variances that jeopardize the completion of Project objectives and

the required corrective action is beyond the capabilities/authority of Consultant/County Project Manager, Consultant shall notify County Project Director and IBHIS Project Manager in writing within three (3) working days and, if applicable, recommend a course of action to bring Project performance in line with the planned Project baseline. Consultant shall identify any and all deviations from the original scheduled baseline plan. Consultant shall assist County with taking corrective action as directed by County.

Consultant shall assist County in coordinating and planning EDI transition activities such as DMH training, policy and procedure development.

**DELIVERABLE 3 – PROJECT MANAGEMENT:**

Consultant shall advise CPTP participants in the completion of all tasks that are their responsibility in the CPTP as defined in Task 1 (Project Work Plan). Consultant shall track the EDI implementation progress of each Contract Provider and report status as part of the status reports defined in Task 6 (Project Status Reporting). Consultant shall report in writing significant variances which jeopardize the completion of Project objectives. Consultant shall identify any and all deviations from the original scheduled baseline plan and assist County with taking corrective action.

**TASK 4 – CPTP OBJECTIVES:**

Consultant shall lead Contract Providers in planning and executing tasks to achieve the Project objective of transitioning Contract Providers from Direct Data Entry (DDE) into DMH's claims processing system to Electronic Data Interchange (EDI). Contractor shall develop education, communication and implementation plans which define roles, responsibilities and processes to be executed to complete the Project objective.

Consultant shall obtain the approval of County Project Director for all plans and shall execute each plan as approved. Plans include, but are not limited to, the following:

1. Communications Plan – shall define what is important to communicate to CPTT, IBHIS Project Management and DMH. It shall also define roles, responsibilities, communication processes and issue escalation procedures.

2. Education Plan – shall define the guidance and education necessary to assist Contract Providers in their preparation to transition to EDI, roles and responsibilities. This plan shall include, but not be limited to providing guidance for the following:
    - Procurement Process
    - Request for Proposal Development
    - Contract Negotiations
    - Implementation Planning

3. Implementation Strategy – Consultant shall develop an Implementation Strategy that will define what is required to transition Contract Providers to a full implementation of EDI, roles and responsibilities. Consultant shall facilitate discussion among all stakeholders and guide the group to consensus on a preferred Implementation Strategy(ies).

Consultant shall manage the execution of each plan and take corrective action to yield the desired outcome when significant differences exist. The Education Plan and Implementations Strategy shall also address gradually increasing DMH responsibility and diminishing Consultant responsibility after initial Contract Provider sites begin EDI submission through the IBHIS, at which time it is anticipated that DMH staff will be trained and experienced enough to take over responsibility for transitioning the remaining Contract Providers to EDI submission and Consultant's engagement ends.

Consultant shall establish and maintain County owned electronic project libraries and materials for each plan using document version and date controls.

To address the complexities of leading more than 500 Contract Providers through this effort, Consultant shall form a Contract Provider Transition Team (CPTT) to complete the Project objective. In addition, Consultant shall form a CPTT Advisory Board to represent the interests of Contract Providers and facilitate IBHIS Project related communication between Contract Providers and County.

**DELIVERABLE 4 – CPTP OBJECTIVES:**

Consultant shall define and document CPTP Objectives in the Communications Plan and the Education Plan and implement in accordance with the County approved Implementation Strategy as described in Task 4 (CPTP Objectives).

**TASK 5 – DATA EXCHANGE REQUIREMENTS:**

Consultant shall meet regularly with IBHIS Project Manager to discuss the IBHIS EDI requirements for the exchange of data and other IBHIS Project requirements that may impact the EDI implementation activities of the Contract Providers. As EDI and Project requirements are finalized, Consultant shall work with Contract Providers through meetings and by using County's communication tools (e.g. websites and email alerts) to proactively assist Contract Providers with understanding, planning and responding to data exchange and other Project requirements.

Data exchange requirements will be developed for clinical data, financial data and other administrative data. The data exchange will include the standard ANSI X.12 HIPAA compliant transactions, HL7 transactions and XML data. The actual data exchange format and content will be delivered to Contract Providers by DMH as a transaction Companion Guide for Contract Providers.

**DELIVERABLE 5: DATA EXCHANGE REQUIREMENTS:**

Consultant shall obtain IBHIS EDI requirements from IBHIS Project Manager and shall assist Contract Providers in responding to these and other IBHIS Project requirements by training, advising and tracking Contract Provider implementation progress and in accordance with Task 5 (Data Exchange Requirements).

**TASK 6 – PROJECT STATUS REPORTING:**

Consultant will meet regularly with County Project Director, CPTT Advisory Board and IBHIS Project Manager to discuss Project status, milestone accomplishments, outstanding issues, planned resolutions, and upcoming activities. Consultant will ensure

that there is open dialog on issues, concerns, risks, resources and schedules among stakeholders.

Consultant shall provide County Project Director with a written status report not less than monthly from the inception of work under this SOW through the end of Consultant's engagement. The Project status report shall comply with DMH's adopted PMM and shall be in a format acceptable to County. At a minimum for each reporting period the report shall include: completed planned work, incomplete planned work, completed unplanned work, and work planned for the next reporting period. A copy of the latest Project Work Plan as defined in Task 1 (Project Work Plan) shall be submitted with the status report.

Consultant shall assure that a County owned electronic library is established and maintained for each status report using document version and date controls.

**DELIVERABLE 6 – PROJECT STATUS REPORTING:**

Consultant shall submit to County Project Director a written status report not less than monthly from the inception of work under this SOW through the end of Consultant's engagement. The status report shall include, but not be limited to the information described in Task 6 (Project Status Reporting).

**TASK 7 – CPTT ADVISORY BOARD MEETING MINUTES:**

Consultant shall ensure written minutes are created for each CPTT Advisory Board meeting and shall establish and maintain County owned electronic project libraries for all meeting minutes and materials using document version and date controls.

**DELIVERABLE 7 – CPTT ADVISORY BOARD MEETING MINUTES:**

Consultant shall submit to County minutes for each CPTT Advisory Board meeting and shall assure that electronic project libraries are established and maintained for all meeting minutes using document version and date controls.

## VII. WORK SCHEDULE/LOCATION

Consultant Project Manager will be required to work the number of hours per week necessary to complete work assignments on schedule. A typical workweek will consist of 40 hours, eight (8) hours per day, five (5) days per week (Monday through Friday), excluding County holidays. Flexible hours, overtime and weekend work may be required in order to complete critical tasks. It is anticipated that work will be performed full-time during the term of this Agreement. Work may be performed at Contract Provider or other County locations. Consultant will be based at:

Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor
Los Angeles, CA 90005

## VIII. PRICING BASIS, INVOICES AND PAYMENTS

Total Project cost (Total Compensation Amount) is not to exceed $334,400. Consultant shall submit invoices monthly on a time-and-materials basis in accordance with Exhibit B (Payment Schedule).

Consultant will submit an invoice monthly for work completed in the prior month to County's Project Director that (1) summarizes the actual hours worked, (2) reports work performed for invoicing period, (3) identifies completed deliverables, (4) provides a running summary of total hours worked each month and (5) includes cumulative hours worked and contract hours remaining. County Project Director or his/her representative must review all invoices and provide written approval for payment.

## IX. TRAVEL EXPENSES

All travel related expenses must have prior written approval by County Project Director.

Mileage traveled between home and primary work site, if Consultant resides outside of Los Angeles County, will be reimbursed at County rates set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code. Mileage traveled between primary work site and other work sites within Los Angeles County will be reimbursed at County rates set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code.

Reasonable and necessary travel and lodging expenses outside of Los Angeles County for Consultant on behalf of DMH shall not exceed the limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code. All such expenses shall be approved in advance and be supported by adequate documentation substantiating the validity of the claimed expense.

Free parking will be provided at 523 Shatto Place, Los Angeles, CA 90020, an off-site location. Some travel may be required between County sites, however, mileage and parking at other sites within Los Angeles County will not be reimbursed.

**EXHIBIT B**

**KAREN BOLLOW**

**PAYMENT SCHEDULE**

County shall compensate Consultant for all tasks and services as specified in Exhibit A (Statement of Work) and at the rate of compensation set forth in Exhibit B (Payment Schedule), based upon satisfactory performance and written acceptance by County.

| | |
|---|---|
| Fixed Hourly Rate for Consultant | $95 |
| Estimated maximum hours for Consultant | 3,520 |
| Total Estimated Labor Expense | $334,400 |
| **Total Project Cost (Total Compensation Amount)** | **$334,400** |

[Note: Travel and lodging expenses must be authorized in advance and have written approval by County Project Director]

**EXHIBIT C**

**CONSULTANT ACKNOWLEDGEMENT**

**AND CONFIDENTIALITY AGREEMENT**

**CONSULTANT** _____

**CONTRACT NUMBER** _____

**CONSULTANT ACKNOWLEDGEMENT:**

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

**CONFIDENTIALITY AGREEMENT:**

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

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

**EXHIBIT C**

**CONSULTANT ACKNOWLEDGEMENT**

**AND CONFIDENTIALITY AGREEMENT**
(Continued)

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

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

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

NAME: _____ DATE: _____
(Signature)

NAME: _____
(Please print)

POSITION: CONSULTANT

Revised: 4/21/05

**EXHIBIT D**

**CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**CONSULTANT NAME** _____

**CONTRACT NUMBER** _____

**CONSULTANT EMPLOYEE ACKNOWLEDGEMENT:**

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

**EMPLOYEE CONFIDENTIALITY AGREEMENT:**

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

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

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

## EXHIBIT D

## CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

I agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary information supplied by County or _____ or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

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

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

BY: _____ DATE:_____
(Employee Signature)

NAME: _____
(Please Print)

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

Revised (5/17/05)

## EXHIBIT E

## ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (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 FACT SHEET

(IN ENGLISH AND SPANISH)

# No shame.
# No blame.
# No names.

**Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.**

In Los Angeles County:

**1-877-BABY SAFE**

**1-877-222-9723**

www.babysafela.org

**State of California**
Gray Davis, Governor

**Health and Human Services Agency**
Grantland Johnson, Secretary

**Department of Social Services**
Rita Saenz, Director

**Los Angeles County Board of Supervisors**
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

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

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# Sin pena.
# Sin culpa.
# Sin peligro.

**Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.**

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

**Estado de California**
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**
*(Health and Human Services Agency)*
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**
*(Department of Social Services)*
Rita Saenz, Directora

**Consejo de Supervisores del Condado de Los Angeles**
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apoyada por First 5 LA y INFO LINE de Los Angeles

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?
El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

**EXHIBIT G**

# CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

**Check the Certification below that is applicable to your company.**

☐ Proposer or 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)