



**FUNDING AGREEMENT
BY AND BETWEEN**

**COUNTY OF LOS ANGELES
AND**

FOR

TECHNOLOGICAL NEEDS PROJECTS

_____, 2010

1 FUNDING AGREEMENT
2 FOR
3 TECHNOLOGICAL NEEDS PROJECTS
4
5
6

7 CONTRACTOR:
8

9
10 _____
Contract Number

11 dba

12
13 Business Address:
14
15

16 _____
17 Legal Entity Number
18

19 Contractor Headquarters' Supervisorial District _____
20

21 Mental Health Service Area(s) _____ OR Countywide _____
22
23
24
25
26

27 **====Below This Line For Official CDAD Use Only====**
28

29 DISTRIBUTION

30 (Please type in the applicable name for each)
31

32
33 Deputy Director ____ Lead Manager ____
34

35 K: S_____ --or-- U_____
36

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Exhibit I [INTENTIONALLY OMITTED]

Exhibit J Safely Surrendered Baby Law

Exhibit K Charitable Contributions Certification

Exhibit L MHSa Capital Facilities and Technological Needs Guidelines (Incorporated by Reference)

1 FUNDING AGREEMENT
2 FOR
3 TECHNOLOGICAL NEEDS PROJECTS
4
5

6 This Funding Agreement (hereafter "Agreement") is made and entered into this ____
7 day of _____, 2010, by and between the County of Los Angeles (hereafter "County")
8 and dba (hereafter "Contractor") with the following business address at , , .

9
10 RECITALS

11 WHEREAS, Contractor and County have entered into a written agreement, dated,
12 _____ entitled "Department of Mental Health Legal Entity Agreement"
13 and further identified as County Agreement No. including all amendments thereto (hereafter
14 collectively "Legal Entity Agreement"), to provide to those persons in Los Angeles County
15 who qualify therefore certain mental health services contemplated and authorized by the
16 Bronzan-McCorquodale Act, California Welfare and Institutions Code (WIC) Section 5600 et
17 seq.; and

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

22 WHEREAS, State Department of Mental Health has identified two overarching goals
23 for advancing Information Technology – Modernization/Transformation of administrative
24 information systems to ensure quality of care, parity, operational efficiency, and cost
25 effectiveness and Increasing Client and Family Empowerment and engagement by providing
26 the tools for secure client and family access to health information; and

1 WHEREAS, a portion of the MHSA funds have been specifically set aside for Capital
2 Facilities and Technological Needs pursuant Welfare and Institutions Code (WIC) Section
3 5892 (a)(2) to promote the efficient implementation of the MHSA; and

4 WHEREAS, County received MHSA Capital Facilities and Technological Needs
5 funding to support information technology projects consistent with the goals above, the
6 MHSA Capital Facilities and Technological Needs Guidelines and the General Standards in
7 Section 3320 of the California Code of Regulations governing the MHSA; and

8 WHEREAS, the MHSA Capital Facilities and Technological Needs Guidelines
9 stipulate that the information technology needs of contract service providers must be
10 considered in the local planning process for determining appropriate local uses for Capital
11 Facilities and Technological Needs funds; and

12 WHEREAS, County believes that it is in the best interest of the people of the County
13 of Los Angeles to allocate a portion of MHSA Capital Facilities and Technological Needs
14 funding to support Contractor information technology infrastructure projects that advance the
15 development of an Integrated Information Systems Infrastructure for mental health and
16 empower mental health clients and family; and

17 WHEREAS, in order to fulfill its obligations authorized by the MHSA, County believes
18 it is in the best interest of the people of the County of Los Angeles to provide these
19 Technological Needs Projects by contract; and

20 WHEREAS, Contractor will use funds provided through this Agreement exclusively for
21 Technological Needs Projects that benefit Los Angeles County residents receiving mental
22 health services and to empower mental health clients and family; and

23 WHEREAS, Contractor was selected through a non-competitive process in which
24 DMH limited distribution of MHSA Capital Facilities and Technological Needs Information

1 Technology funds to Legal Entity Short Doyle providers; and

2 WHEREAS, through a Project Request Process, Contractor has demonstrated the
3 capacity and commitment to complete one or more information technology projects as
4 referenced in this Agreement; and

5 WHEREAS, all information technology projects included in this Agreement are
6 consistent with the MHPA Information Technology goals referenced above, the MHPA
7 Capital Facilities and Technological Needs Guidelines and the General Standards in Section
8 3320 of the California Code of Regulations governing the MHPA; and

9 WHEREAS, Contractor desires to participate in said work described herein.

10 NOW, THEREFORE, Contractor and County agree as follows:

11 1.0 APPLICABLE DOCUMENTS: Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached
12 to, and Exhibit L not attached to and incorporated herein by reference, form a part of this
13 Agreement. Any reference throughout the base agreement and each of its Exhibits to
14 "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement
15 with all Exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning
16 or provisions between the base agreement and the Exhibits, or between Exhibits, such
17 conflict or inconsistency shall be resolved by giving precedence first to the base agreement,
18 and then to the Exhibits according to the following priority:

1. Exhibit A Technological Needs Project Proposal
2. Exhibit B Quarterly Project Status Report
3. Exhibit C Invoice
4. Exhibit D Form of Change Notice
- Attachment D-1 Technological Needs Projects Budgets Change Worksheet
5. Exhibit E Start-Up Funds Request
6. Exhibit F Contractor Employee Acknowledgement and Confidentiality Agreement
7. Exhibit G Subcontractor Employee Acknowledgement and Confidentiality Agreement
8. Exhibit H Contractor's EEO Certification
9. Exhibit I [INTENTIONALLY OMITTED]

- 10. Exhibit J Safely Surrendered Baby Law
- 11. Exhibit K Charitable Contributions Certification
- 12. Exhibit L MHA Capital Facilities and Technological Needs Guidelines
(Incorporated by Reference)

1

2 2.0 ADMINISTRATION OF AGREEMENT – COUNTY:

3 2.1 County’s Project Director: County’s Project Director for this Agreement shall be
4 the following person:

5 Robert Greenless, Ph.D.
6 Chief Information Officer
7 Department of Mental Health
8 Chief Information Office Bureau
9 695 South Vermont Avenue, 7th Floor
10 Los Angeles, CA 90005
11 Phone: (213) 251-6454
12 Fax: (213) 736-9360
13 E-mail: rgreenless@dmh.lacounty.gov

14
15

16 2.1.1 From time to time and any time and subject to the remainder of this
17 Paragraph 2.0, County’s Project Director may delegate specific authority and responsibilities
18 (but not all) under this Agreement to a designee, and upon and to the extent of such
19 designation, “County’s Project Director” as used herein, shall refer to such designee.

20 2.1.2 County will notify Contractor in writing of any change in the name or
21 address of County’s Project Director.

22 2.1.3 County’s Project Director will be responsible for ensuring that the
23 objectives of this Agreement are met.

24 2.1.4 Except as set forth in Paragraph 6.0 (CHANGE NOTICES AND
25 AMENDMENTS), County’s Project Director is not authorized to make any changes in any of
26 the terms and conditions of this Agreement and is not authorized to further obligate County in
any respect whatsoever.

1 the work of Contractor's personnel, except as otherwise expressly provided in this
2 Agreement.

3 3.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR:

4 3.1 Contractor's Project Director: Contractor's Project Director for this Agreement
5 shall be the following person:

6 Name:
7 DbA:
8 Phone: Ext.
9 Fax:
10 Email:

11
12 3.1.1 Contractor's Project Director shall be a full-time employee of Contractor
13 at all times during such designation.

14 3.1.2 Contractor's Project Director shall be responsible for Contractor's
15 performance of all work and assuring Contractor's compliance with this Agreement.

16 3.2 Contractor's Project Manager: Contractor's Project Manager for this
17 Agreement shall be the following person:

18 Name:
19 DbA:
20 Phone: Ext.
21 Fax:
22 Email:

23
24
25 Contractor's Project Manager shall be responsible for Contractor's day-to-day
26 activities as related to this Agreement.

27 4.0 DESCRIPTION OF THE TECHNOLOGICAL NEEDS PROJECT PROPOSAL:

28 Contractor shall provide to County a description of each Technological Needs Project

1 Proposal(s) as set forth in Exhibit A (Technological Needs Project Proposal) which is
2 attached hereto and incorporated by reference as though fully set forth herein.

3 5.0 TERM OF AGREEMENT: The term of this Agreement shall be effective upon the date
4 of execution and shall continue in full force and effect through June 30, 2016.

5 5.1 The term of this Agreement may be extended by the County's Director of
6 DMH ("Director") beyond the expiration date on a month-to-month basis, for a period of
7 time not to exceed 18 months through December 31, 2017, upon the mutual consent of the
8 parties. All provisions of the Agreement in effect on the date the extension term
9 commences shall remain in effect for the duration of the extension, including, but not
10 limited to, the Total Compensation Amount (TCA) set forth in Paragraph 7.0
11 (COMPENSATION).

12 5.2 Six Months Notification of Agreement Expiration: Contractor shall notify County
13 when this Agreement is within six (6) months of expiration. Contractor shall send such notice
14 to those persons and addresses which are set forth in Paragraph 65.0 (NOTICES).

15 5.3 Suspension of Payments: Payments to Contractor under this Agreement may be
16 suspended if Director, for good cause, determines that Contractor is in default under any of
17 the provisions of this Agreement. Except in cases of alleged fraud or similar intentional
18 wrongdoing, at least 30 calendar days notice of such suspension shall be provided to
19 Contractor, including a statement of the reason(s) for such suspension. Thereafter,
20 Contractor may, within 15 calendar days, request reconsideration of the Director's decision.
21 Payments shall not be withheld pending the results of the reconsideration process.

22 5.4 Immediate Termination of Agreement: County may terminate this Agreement
23 immediately, if Contractor's Legal Entity Agreement with County terminates. Immediate
24 termination hereunder shall be effected by delivery to Contractor of a written "Notice of

1 Immediate Termination” which shall be effective upon receipt of such “Notice of Immediate
2 Termination.”

3 6.0 CHANGE NOTICES AND AMENDMENTS:

4 6.1 No representative of either County or Contractor, including those named in this
5 Agreement, is authorized to make any changes in any of the terms, obligations or conditions
6 of this Agreement, except through the procedures set forth below in this Paragraph 6.0.

7 6.2 County reserves the right to change any portion of the work required under this
8 Agreement and any other provisions of this Agreement. All such changes shall be
9 accomplished only as provided in this Paragraph 6.0.

10 6.3 For any change requested by County or Contractor which does not affect
11 payments, or any term or condition included in this Agreement, a Change Notice shall be
12 prepared and executed by County’s Project Director and Contractor’s Project Director.

13 6.4 Except as otherwise provided in this Agreement, for any change requested by
14 County or Contractor which affects the payments, or any terms or conditions included in this
15 Agreement, a negotiated Amendment to this Agreement shall be prepared and executed by
16 the County’s Project Director and Contractor’s Project Director.

17 6.5 Notwithstanding any other provision of this Paragraph 6.0, County’s Project
18 Director and Contractor’s Project Director may execute an amendment to this Agreement in
19 the form of a Change Notice, to shift funds between budget categories for each specified
20 project proposal up to and including fifteen percent (15%) of the total project funding set forth
21 in Exhibit 4 (Budget Summary) to Exhibit A (Technological Needs Project Proposal).

22 6.6 Notwithstanding any other provision of this Paragraph 6.0, County’s Project
23 Director and Contractor’s Project Director may execute an amendment to this Agreement in
24 the form of a Change Notice, to shift funds between one or more specific project proposals up

1 to and including fifteen percent (15%) of the total project funding set forth in Exhibit 4 (Budget
2 Summary) to Exhibit A (Technological Needs Project Proposal).

3 6.7 Notwithstanding any other provision of this Paragraph 6.0, County Project
4 Director and Contractor's Project Director may execute an amendment to this Agreement in
5 the form of a Change Notice, to increase one or more specific project proposal(s) up to and
6 including fifteen percent (15%) of total project funding set forth in Exhibit 4 (Budget Summary)
7 to Exhibit A (Technological Needs Project Proposal) without increasing the TCA as set forth
8 in Paragraph 7.0.

9 6.8 Notwithstanding any other provision of this Paragraph 6.0, County Project
10 Director and Contractor's Project Director may execute an amendment to this Agreement in
11 the form of a Change Notice, to decrease one or more specific project proposal(s) up to and
12 including fifteen percent (15%) of total project funding set forth in Exhibit 4 (Budget Summary)
13 to Exhibit A (Technological Needs Project Proposal) without reducing the TCA as set forth in
14 Paragraph 7.0.

15 6.9 Notwithstanding any other provision of this Paragraph 6.0, County Project
16 Director and Contractor's Project Director may execute an amendment to this Agreement in
17 the form of a Change Notice, to add a new Exhibit A (Technological Needs Project Proposal)
18 to the Agreement.

19 6.10 Notwithstanding any other provision of this Paragraph 6.0, County Project
20 Director and Contractor's Project Director may execute an amendment to this Agreement in
21 the form of a Change Notice, to alter the Appendix C (Summary Project Schedule) and the
22 Appendix C-1 (Detail Project Schedule) of the Exhibit A (Technological Needs Project
23 Proposal). Exhibit A (Technological Needs Project Proposal) shall be amended to incorporate
24 the revised project schedule appendices.

1 6.11 Notwithstanding any other provision of this Paragraph 6.0, County Project
2 Director and Contractor's Project Director may execute an amendment to this Agreement in
3 the form of a Change Notice, to alter the Project Scope as described in the Exhibit 3
4 (Technological Needs Project Proposal Description) of Exhibit A (Technological Needs
5 Project Proposal). Exhibit A (Technological Needs Project Proposal) shall be amended to
6 incorporate the revised project proposal description exhibit.

7 6.12 Notwithstanding any other provision of this Paragraph 6.0, County Project
8 Director and Contractor's Project Director may execute an amendment to this Agreement in
9 the form of a Change Notice, to alter the Project Approach as described in Exhibit 3
10 (Technological Needs Project Proposal Description) of Exhibit A (Technological Needs
11 Project Proposal). Exhibit A (Technological Needs Project Proposal) shall be amended to
12 incorporate the revised project proposal description exhibit.

13 6.13 Notwithstanding any other provision of this Paragraph 6.0, changes to the
14 Technological Needs Project Proposal shall only be made upon mutual agreement, in writing,
15 by County's Project Director and Contractor's Project Director, provided that County's Project
16 Director and Contractor's Project Director's agreement to alter the Technological Needs
17 Project Proposal shall not prejudice either party's right to claim that such alterations constitute
18 an Amendment to this Agreement that shall be governed by the terms of Paragraph 6.4
19 above.

20 6.14 Any "Change Notice" proposed or executed by mutual agreement of the parties
21 shall be substantially in the form attached hereto as Exhibit D (Form of Change Notice).

22 7.0 COMPENSATION:

23 7.1 In consideration of the performance by Contractor in a manner satisfactory to
24 County of the work described in Exhibit A (Technological Needs Project Proposal),

1 Contractor shall be paid in accordance with Exhibit 4 (Budget Summary) to Exhibit A
2 (Technological Needs Project Proposal).

3 7.2 The TCA may be greater than the sum of the projects set forth in Exhibit A
4 (Technological Needs Project Proposal).

5 7.3 The TCA for all work furnished hereunder shall not exceed the sum of
6 DOLLARS (\$) _____.

7 7.4 In no event shall County pay Contractor more than DOLLARS (\$) ___ Payment
8 to Contractor shall be only upon written approval of the invoice by County's Project Manager
9 or his/her designated representative.

10 7.5 Notwithstanding any other provision of this Agreement, in no event shall County
11 pay Contractor more than this TCA for Contractor's performance hereunder during the term
12 of this Agreement. Furthermore, Contractor shall inform County when up to seventy-five
13 percent (75%) of the TCA has been incurred. Contractor shall send such notice to those
14 persons and addresses which are set forth in Paragraph 65.0 (NOTICES).

15 7.6 No Payment for Services Provided Following Expiration/Termination of
16 Agreement: Contractor shall not have a claim against County for payment of any money or
17 reimbursement, of any kind whatsoever, for any service provided by Contractor after the
18 expiration or other termination of this Agreement. Should Contractor receive any such
19 payment, it shall immediately notify County and shall immediately repay all such funds to
20 County. Payment by County for services rendered after expiration/termination of this
21 Agreement shall not constitute a waiver of County's right to recover such payment from
22 Contractor. This provision shall survive the expiration or other termination of this Agreement.

23 7.7 Budget Reductions: In the event that the County's Board of Supervisors
24 adopts, in any fiscal year, a County Budget which provides for reductions in County contracts,

1 the County reserves the right to reduce its payment obligation under this Agreement to
2 implement such Board reductions for that fiscal year and any subsequent fiscal year during
3 the term of this Agreement (including any extensions), and the work to be provided by the
4 Contractor under this Agreement shall also be reduced correspondingly. The County's notice
5 to the Contractor regarding said reduction in payment obligation shall be provided within thirty
6 (30) calendar days of the Board's approval of such action. Except as set forth in the
7 preceding sentence, the Contractor shall continue to provide all of the work set forth in this
8 Agreement.

9 8.0 BILLING: To request payment, Contractor shall present to County's Project Manager,
10 monthly/quarterly in arrears, invoices for the work completed for the invoice period, as set
11 forth in Exhibit C (Invoice) of this Agreement.

12 Contractor shall submit invoices to:

13 County of Los Angeles
14 Department of Mental Health
15 Chief Information Office Bureau
16 695 South Vermont Avenue, 6th Floor
17 Los Angeles, CA 90005

18 Attn: Gordon Bunch, M.A., County's Project Manager

19
20 8.1 Approval of Invoices: All invoices submitted by Contractor for payment must
21 have the written approval of County's Project Director prior to any payment thereof. In no
22 event shall County be liable or responsible for any payment prior to such written approval.
23 Approval for payment will not be unreasonably withheld, and in no instance will such approval
24 take more than thirty (30) days from receipt of properly prepared invoices by County.

25 8.2 Discrepancies: In the event discrepancies are found during the invoice review,
26 County's Project Manager will notify Contractor of such discrepancies and submit a list of
27 disputed charges as soon as practicable, but no later than forty-five (45) days from the date of

1 receipt of such invoice by County. Contractor shall review the disputed charges and send a
2 written explanation detailing the basis for the charges as soon as practicable, but no later than
3 forty-five (45) days of receipt of County's notice of discrepancies and disputed charges.
4 "Discrepancies", as used in this Paragraph 8.2, shall mean the details on the invoice or the
5 receiving report which do not conform to the requirements of this Agreement.

6 9.0 START-UP FUNDS:

7 9.1 For each approved Technological Needs Project included in this Agreement,
8 Contractor may receive start-up funds, not to exceed twenty (20%) percent of total project
9 cost. Start-up funds must be requested by Contractor as specified in Exhibit 4 (Budget
10 Summary) to Exhibit A (Technological Needs Project Proposal) for each Technological
11 Needs Project for which start-up funds are needed. Contractor shall complete and submit
12 Exhibit E (Start-Up Funds Request) to request such funds.

13 9.2 For each approved Technological Needs Project for which start-up funds are
14 provided, Contractor shall provide monthly/quarterly invoices for expenses incurred. Upon
15 written approval of the invoice by County's Project Director or his/her designated
16 representative, approved expenses incurred will be debited until such funds are fully
17 expended.

18 9.3 Upon full expenditure of project specific start-up funds, future payments to
19 Contractor will be paid in arrears in accordance with Exhibit 4 (Budget Summary) to Exhibit A
20 (Technological Needs Project Proposal). Payment to Contractor shall be only upon written
21 approval of the invoice by County's Project Director or his/her designated representative.

22 9.4 Invoices for start-up expenses for any new Technological Needs Projects not
23 included in the original Agreement shall be reimbursed in accordance with Paragraphs 9.2,
24 and 9.3 of this Agreement.

1 10.0 INDEMNIFICATION AND INSURANCE :

2

3 10.1 Indemnification: Contractor shall indemnify, defend and hold harmless the
4 County, its Special Districts, elected and appointed officers, employees, and agents from and
5 against any and all liability, including but not limited to demands, claims, actions, fees, costs,
6 and expenses (including attorney and expert witness fees), arising from or connected with the
7 Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8 10.2 General Provisions for all Insurance Coverage: Without limiting Contractor's
9 indemnification of County, and in the performance of this Agreement and until all of its
10 obligations pursuant to this Agreement have been met, Contractor shall provide and maintain
11 at its own expense insurance coverage satisfying the requirements specified in Paragraphs
12 10.2 and 10.3 of this Agreement. These minimum insurance coverage terms, types and
13 limits (the "Required Insurance") also are in addition to and separate from any other
14 contractual obligation imposed upon Contractor pursuant to this Agreement. The County in
15 no way warrants that the Required Insurance is sufficient to protect the Contractor for
16 liabilities which may arise from or relate to this Agreement.

17 10.2.1 Evidence of Coverage and Notice to County

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

23 (ii) Renewal Certificates shall be provided to County not less than 10
24 days prior to Contractor's policy expiration dates. The County reserves the right to obtain

1 complete, certified copies of any required Contractor and/or Subcontractor insurance policies
2 at any time.

3 (iii) Certificates shall identify all Required Insurance coverage types
4 and limits specified herein, reference this Agreement by name or number, and be signed by
5 an authorized representative of the insurer(s). The Insured party named on the Certificate
6 shall match the name of the Contractor identified as the contracting party in this Agreement.
7 Certificates shall provide the full name of each insurer providing coverage, its NAIC (National
8 Association of Insurance Commissioners) identification number, its financial rating, the
9 amounts of any policy deductibles or self-insured retentions exceeding fifty thousand
10 (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

16 Los Angeles County - Department of Mental Health
17 Contracts Development and Administration Division
18 550 S. Vermont Ave., 5th Floor
19 Los Angeles, CA 90020

20 Contractor also shall promptly report to County any injury or property damage
21 accident or incident, including any injury to a Contractor employee occurring on County
22 property, and any loss, disappearance, destruction, misuse, or theft of County property,
23 monies or securities entrusted to Contractor. Contractor also shall promptly notify County
24 of any third party claim or suit filed against Contractor or any of its Sub-Contractors which

1 arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit
2 against Contractor and/or County.

3 10.2.2 Additional Insured Status and Scope of Coverage

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

15 10.2.3 Cancellation of Insurance

16 Except in the case of cancellation for non-payment of premium,
17 Contractor's insurance policies shall provide, and Certificates shall specify, that County shall
18 receive not less than thirty (30) days advance written notice by mail of any cancellation of the
19 Required Insurance. Ten (10) days prior notice may be given to County in event of
20 cancellation for non-payment of premium.

21 10.2.4 Failure to Maintain Insurance

22 Contractor's failure to maintain or to provide acceptable evidence
23 that it maintains the Required Insurance shall constitute a material breach of the
24 Agreement, upon which County immediately may withhold payments due to Contractor,

1 and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain
2 damages from Contractor resulting from said breach.

3 10.2.5 Insurer Financial Ratings

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

6 10.2.6 Contractor's Insurance Shall Be Primary

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

11 10.2.7 Waivers of Subrogation

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

17 10.2.8 Subcontractor Insurance Coverage Requirements

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

1 10.2.9 Deductibles and Self-Insured Retentions (SIRs)

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

8 10.2.10 Claims Made Coverage

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

13 10.2.11 Application of Excess Liability Coverage

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

17 10.2.12 Separation of Insureds

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

21 10.2.13 Alternative Risk Financing Programs

22 The County reserves the right to review, and then approve,
23 Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling
24 arrangements and captive insurance to satisfy the Required Insurance provisions. The

1 County and its Agents shall be designated as an Additional Covered Party under any
2 approved program.

3 10.2.14 County Review and Approval of Insurance Requirements

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

6 10.3 Insurance Coverage

7 10.3.1 Commercial General Liability insurance (providing scope of coverage
8 equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional
9 insured, with limits of not less than:

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

14 10.3.2 Automobile Liability insurance (providing scope of coverage
15 equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily
16 injury and property damage, in combined or equivalent split limits, for each single accident.
17 Insurance shall cover liability arising out of Contractor's use of autos pursuant to this
18 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be
19 applicable.

20 10.3.3 Workers Compensation and Employers' Liability insurance or qualified
21 self-insurance satisfying statutory requirements, which includes Employers' Liability coverage
22 with limits of not less than \$1 million per accident. If Contractor will provide leased
23 employees, or, is an employee leasing or temporary staffing firm or a professional employer
24 organization (PEO), coverage also shall include an Alternate Employer Endorsement
25 (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the

1 County as the Alternate Employer, and the endorsement form shall be modified to provide
2 that County will receive not less than thirty (30) days advance written notice of cancellation of
3 this coverage provision. If applicable to Contractor's operations, coverage also shall be
4 arranged to satisfy the requirements of any federal workers or workmen's compensation law
5 or any federal occupational disease law.

6 10.3.4 Unique Insurance Coverage

7 (i) Sexual Misconduct Liability

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

13 (ii) Professional Liability/Errors and Omissions

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

19 (iii) Property Coverage

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

1 property and all other personal property shall be insured for their full replacement value.

2 11.0 SUBCONTRACTING:

3 11.1 No performance of this Agreement, or any portion thereof, shall be
4 subcontracted by Contractor without the prior written consent of County as provided in this
5 Paragraph 11.0. Any attempt by Contractor to subcontract any performance, obligation, or
6 responsibility under this Agreement, without the prior written consent of County, shall be null
7 and void and shall constitute a material breach of this Agreement. Notwithstanding any
8 other provision of this Agreement, in the event of any such breach by Contractor, this
9 Agreement may be terminated forthwith by County. Notwithstanding any other provision of
10 this Agreement, the parties do not in any way intend that any person or entity shall acquire
11 any rights as a third party beneficiary of this Agreement.

12 11.2 If Contractor desires to subcontract any portion of its performance, obligations,
13 or responsibilities under this Agreement, Contractor shall make a written request to County
14 for written approval to enter into the particular subcontract. Contractor's request to County
15 shall include:

16 11.2.1 The reasons for the particular subcontract.

17 11.2.2 A detailed description of the work to be provided by the subcontract.

18 11.2.3 Identification of the proposed subcontractor and an explanation of
19 why and how the proposed subcontractor was selected, including the
20 degree of competition involved.

21 11.2.4 A description of the proposed subcontract amount and manner of
22 compensation, together with Contractor's cost or price analysis
23 thereof.

24 11.2.5 A copy of the proposed subcontract which shall contain the following

1 provision:

2 "This contract is a subcontract under the terms of the prime contract
3 with the County of Los Angeles and shall be subject to all of the
4 provisions of such prime contract."
5

6 11.2.6 A copy of the proposed subcontract, if in excess of \$10,000 and
7 utilizes State funds, shall also contain the following provision:

8 "The contracting parties shall be subject to the examination and audit
9 of the State Auditor, pursuant to the California Government Code,
10 Section 8546.7, for a period of seven (7) years from the end of the
11 Fiscal Year in which such services were provided or until final
12 resolution of any audits, whichever occurs later."

13
14 Further, the Contractor will also be subject to the examination and audit of the State
15 Auditor, pursuant to the Government Code, Section 8546.7, for a period of seven (7) years
16 from the end of the Fiscal Year in which such services were provided or until final resolution
17 of any audits, which ever occurs later.

18 11.2.7 Any other information and/or certifications requested by County.

19 11.3 County shall review Contractor's request to subcontract and shall determine, in
20 its sole discretion, whether or not to consent to such request on a case-by-case basis.

21 11.4 Contractor shall indemnify and hold harmless County, its officers, employees,
22 and agents, from and against any and all liability, damages, costs, and expenses, including,
23 but not limited to, defense costs and legal fees, arising from or related to Contractor's use of
24 any subcontractor, including any officers, employees, or agents of any subcontractor, in the
25 same manner as required for Contractor, its officers, employees, and agents, under this
26 Agreement.

27 11.5 Notwithstanding any County consent to any subcontracting, Contractor shall
28 remain fully liable and responsible for any and all performance required of it under this
29 Agreement, and no subcontract shall bind or purport to bind County. Further, County

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

7 11.6 In the event that County consents to any subcontracting, such consent shall
8 be subject to County's right to terminate, in whole or in part, any subcontract at any time
9 upon written notice to Contractor when such action is deemed by County to be in its best
10 interest. County shall not be liable or responsible in any way to Contractor, to any
11 subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor,
12 for any liability, damages, costs, or expenses arising from or related to County's exercise of
13 such right.

14 11.7 In the event that County consents to any subcontracting, each and all of the
15 provisions of this Agreement and any amendment thereto shall extend to, be binding upon,
16 and inure to the benefit of, the successors or administrators of the respective parties.

17 11.8 In the event that County consents to any subcontracting, such consent shall
18 apply to each particular subcontract only and shall not be, or be construed to be, a waiver of
19 this Paragraph 11.0 or a blanket consent to any further subcontracting.

20 11.9 In the event that County consents to any subcontracting, Contractor shall be
21 solely liable and responsible for any and all payments and/or other compensation to all
22 subcontractors and their officers, employees, and agents. County shall have no liability or
23 responsibility whatsoever for any payment and/or other compensation for any
24 subcontractors or their officers, employees, and agents.

1 11.10 Contractor shall deliver to County's Project Director a fully executed copy of
2 each subcontract entered into by Contractor pursuant to this Paragraph 11.0, on or
3 immediately after the effective date of this Agreement but in no event later than the date any
4 work is performed under the subcontract.

5 11.11 In the event that County consents to any subcontracting, Contractor shall
6 obtain and maintain on file an executed Subcontractor Employee Acknowledgement and
7 Confidentiality Agreement (Exhibit G), for each subcontractor's employees performing work
8 under the subcontract. Such Acknowledgements shall be obtained and maintained on file
9 and made available upon request on or immediately after the commencement date of the
10 particular subcontract but in no event later than the date such employee first performs any
11 work under the subcontract.

12 11.12 County shall have no liability or responsibility whatsoever for any payment or
13 other compensation for any subcontractor or its officers, employees, and agents.

14 11.13 County's Project Director is hereby authorized to act for and on behalf of
15 County pursuant to this Paragraph 11.0, including, but not limited to, consenting to any
16 subcontracting or the replacement thereof.

17 12.0 RECORDS AND AUDITS:

18 12.1 Contractor shall prepare and maintain, on a current basis, accurate and
19 complete financial records of its activities and operations relating to this Agreement in
20 accordance with generally accepted accounting principles. Contractor shall also maintain
21 accurate and complete employment and other records relating to its performance of this
22 Agreement. Contractor agrees that County, or its authorized representatives, shall have
23 access to and the right to examine, audit, excerpt, copy or transcribe any pertinent
24 transaction, activity or records relating to this Agreement provided such access rights do not

1 constitute an unlawful invasion of the privacy rights of any Contractor employee and would
2 not in the reasonable opinion of Contractor subject Contractor to legal liability. All such
3 material, including, but not limited to, all financial records, time cards and other employment
4 records and proprietary data and information, shall be kept and maintained by Contractor and
5 shall be made available to County during the term of this Agreement and for a period of five
6 (5) years thereafter, unless County's written permission is given to dispose of any such
7 material prior to such time. All such material shall be maintained by Contractor at a location
8 in Los Angeles County, provided that if any such material is located outside Los Angeles
9 County, then, at County's option, Contractor shall pay County for travel, per diem and other
10 costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such
11 other location.

12 12.2 In the event that an audit is conducted of Contractor specifically regarding this
13 Agreement by any Federal or State auditor, or by any auditor or accountant employed by
14 Contractor or otherwise specifically regarding this Agreement, then Contractor shall file a
15 copy of such audit report with County's Auditor-Controller and County's Project Director
16 within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable
17 Federal or State law or under this Agreement. County shall make a reasonable effort to
18 maintain the confidentiality of such audit report(s).

19 12.3 Annual Cost Report: For each Fiscal Year that this Agreement is in effect,
20 Contractor will report, in the Contractor's Legal Entity annual cost report, the eligible project
21 expenditures for the fiscal year period ended June 30. Detailed instructions will be provided
22 at the annual cost report training that is conducted in June of each fiscal year. The annual
23 cost report will be due on September 15 following the end of each fiscal year or within
24 seventy-five (75) days following the expiration or termination date of the Legal Entity

1 Agreement. Eligible work expenditures reported in the legal entity annual cost report should
2 have prior written Program Authorization by the designated County's Project Manager.

3 12.4 Failure on the part of Contractor to comply with any of the terms of this
4 Paragraph 12.0 shall constitute a material breach of this Agreement upon which County may
5 terminate or suspend this Agreement.

6 13.0 INDEPENDENT STATUS OF CONTRACTOR:

7 13.1 This Agreement is by and between County and Contractor and is not intended,
8 and shall not be construed, to create the relationship of agent, servant, employee,
9 partnership, joint venture, or association, as between County and Contractor. The
10 employees and agents of one party shall not be, or be construed to be, the employees or
11 agents of the other party for any purpose whatsoever.

12 13.2 Contractor shall be solely liable and responsible for providing to, or on behalf
13 of, all persons performing work pursuant to this Agreement all compensation and benefits.
14 County shall have no liability or responsibility for the payment of any salaries, wages,
15 unemployment benefits, disability benefits, Federal, State, or local taxes, or other
16 compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

17 13.3 Contractor understands and agrees that all persons performing work pursuant
18 to this Agreement are, for purposes of workers' compensation liability, the sole employees of
19 Contractor and not employees of County. Contractor shall be solely liable and responsible
20 for furnishing any and all workers' compensation benefits to any person as a result of any
21 injuries arising from or connected with any work performed by or on behalf of Contractor
22 pursuant to this Agreement.

23 13.4 Contractor shall obtain and maintain on file an executed Contractor Employee
24 Acknowledgment and Confidentiality Agreement (Exhibit F), for each of its employees

1 performing work under this Agreement. Such Acknowledgments shall be executed by each
2 such employee on or immediately after the commencement date of this Agreement but in no
3 event later than the date such employee first performs work under this Agreement.

4 14.0 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed
5 by, and construed in accordance with, the laws of the State of California. Contractor agrees
6 and consents to the exclusive jurisdiction of the courts of the State of California for all
7 purposes regarding this Agreement and further agrees and consents that venue of any action
8 brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this
9 Agreement shall be governed by, and construed in accordance with, all laws, regulations,
10 and contractual obligations of County under its agreement with the State.

11 15.0 COMPLIANCE WITH APPLICABLE LAW:

12 15.1 Contractor shall comply with all Federal, including, but not limited to, Title XIX
13 of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals,
14 guidelines, Americans with Disabilities Act (ADA) standards, and furthermore with all
15 applicable Certification Commission for Healthcare Information Technology (CCHIT) and
16 MHSA Capital Facilities and Technological Needs Guidelines and directives applicable to its
17 performance hereunder. Further, all provisions required thereby to be included in this
18 Agreement are hereby incorporated herein by reference.

19 15.2 Contractor shall indemnify and hold harmless County from and against any and
20 all liability, damages, costs or expenses, including, but not limited to, defense costs and
21 attorneys' fees, arising from or related to any violation on the part of Contractor, its officers,
22 employees, or agents, of any such Federal, State or local laws, ordinances, rules,
23 regulations, manuals, guidelines, ADA standards, or directives.

24 15.3 Contractor shall maintain in effect an active compliance program in accordance

1 with the recommendations set forth by the Department of Health and Human Services, Office
2 of the Inspector General.

3 15.4 Duty to Notify: Contractor agrees to notify County of any and all legal
4 complaints, citations, enforcement proceedings, administrative proceedings, judgments or
5 litigation, known to Contractor, whether civil or criminal initiated against Contractor, its
6 officers, employees, or agents which are likely to have a material effect on the organization's
7 stewardship, financial position and/or ability to perform and deliver work under this
8 Agreement.

9 16.0 THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this
10 Agreement, the parties do not in any way intend that any person or entity shall acquire any
11 rights as a third party beneficiary of this Agreement.

12 17.0 TERMINATION FOR INSOLVENCY:

13 17.1 County may terminate this Agreement immediately in the event of the
14 occurrence of any of the following:

15 17.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if
16 it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot
17 pay its debts as they become due, whether or not a petition has been filed under the Federal
18 Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the
19 Federal Bankruptcy Code.

20 17.1.2 The filing of a voluntary or involuntary petition regarding Contractor
21 under the Federal Bankruptcy Code.

22 17.1.3 The appointment of a Receiver or Trustee for Contractor.

23 17.1.4 The execution by Contractor of a general assignment for the benefit of
24 creditors.

1 17.2 The rights and remedies of County provided in this Paragraph 17.0 shall not
2 be exclusive and are in addition to any other rights and remedies provided by law or under
3 this Agreement.

4 18.0 TERMINATION FOR DEFAULT:

5 18.1 County may, by written notice of default to Contractor, terminate this
6 Agreement immediately in any one of the following circumstances:

7 18.1.1 If, as determined in the sole judgment of County, Contractor fails to
8 perform or complete any work within the times specified in this Agreement or any extension
9 thereof as County may authorize in writing; or

10 18.1.2 If, as determined in the sole judgment of County, Contractor fails to
11 perform and/or comply with any of the other provisions of this Agreement, or so fails to make
12 progress as to endanger performance of this Agreement in accordance with its terms, and in
13 either of these two circumstances, does not cure such failure within a period of five days (or
14 such longer period as County may authorize in writing) after receipt of notice from County
15 specifying such failure.

16 18.2 In the event that County terminates this Agreement as provided in Paragraph
17 18.1, County may procure, upon such terms and in such manner as County may deem
18 appropriate, goods, services and other work, similar to those so terminated, and Contractor
19 shall be liable to County for any reasonable excess costs incurred by County, as determined
20 by County, for such similar goods, services, and other work.

21 18.3 The rights and remedies of County provided in this Paragraph 18.0 shall not be
22 exclusive and are in addition to any other rights and remedies provided by law or under this
23 Agreement.

24 19.0 TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice

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

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

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

15 20.0 TERMINATION FOR CONVENIENCE: The performance of work under this
16 Agreement may be terminated in whole or in part from time to time when such action is
17 deemed by County to be in its best interest. Termination of work hereunder shall be effected
18 by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the
19 date upon which such termination becomes effective.

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

23 21.0 PURCHASES:

24 21.1 Purchase Practices: Contractor shall fully comply with all Federal, State and

1 County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring
2 all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the
3 lowest possible price or cost if funding is provided for such purposes hereunder.

4 21.2 Proprietary Interest of County: In accordance with all applicable Federal, State
5 and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County
6 shall retain all proprietary interest, except the use during the term of this Agreement, in all
7 furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor
8 using any County funds. Upon the termination for cause of this Agreement, the
9 discontinuance of the business of Contractor, the failure of Contractor to comply with any of
10 the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for
11 the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30
12 calendar days of filing, County shall have the right to take immediate possession of all such
13 furniture, removable fixtures, equipment, materials, and supplies, without any claim for
14 reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County,
15 shall attach identifying labels on all such property indicating the proprietary interest of County.

16 21.3 Inventory Records, Controls and Reports: Contractor shall maintain accurate
17 and complete inventory records and controls for all furniture, fixtures, equipment, materials,
18 and supplies, purchased or obtained using any County funds. Within 90 calendar days
19 following the execution of this Agreement, Contractor shall provide Director with an accurate
20 and complete inventory report of all furniture, fixtures, equipment, materials, and supplies,
21 purchased or obtained using any County funds. The inventory report shall be prepared by
22 Contractor on a form or forms designated by Director, certified and signed by an authorized
23 officer of Contractor, and two (2) copies thereof shall be delivered to County by September
24 30 of each Fiscal Year of any change in the inventory that the Agreement is in affect. Within

1 five (5) business days after the expiration or termination of the Agreement, Contractor shall
2 submit to County two (2) copies of the same inventory report updated to the expiration or
3 termination date of the Agreement, certified and signed by an authorized officer of Contractor,
4 based on a physical count of all items of furniture, fixtures, equipment, materials, and
5 supplies, as of such expiration or termination date.

6 21.4 Protection of Property in Contractor's Custody: Contractor shall maintain
7 vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment,
8 materials, and supplies, purchased or obtained using any County funds, against any damage
9 or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any
10 burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment,
11 materials, and supplies, Contractor shall immediately notify the police and make a written
12 report thereof, including a report of the results of any investigation which may be made. In
13 the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and
14 supplies, from any cause, Contractor shall immediately send Director a detailed, written
15 report. Contractor shall contact DMH's Chief Information Office Bureau for instructions for
16 disposition of any such property which is worn out or unusable.

17 21.5 Disposition of Property in Contractor's Custody: Upon the termination of this
18 Agreement for cause, or at any other time that County may request, Contractor shall: (1)
19 provide access to and render all necessary assistance for physical removal by County or its
20 authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies,
21 purchased or obtained using any County funds, in the same condition as such property was
22 received by Contractor, reasonable wear and tear excepted, or (2) at Director's option, deliver
23 any or all items of such property to a location designated by Director. Any disposition,
24 settlement or adjustment connected with such property shall be in accordance with all

1 applicable Federal, State and County laws, ordinances, rules, regulations, manuals,
2 guidelines and directives.

3 21.6 Contractor's Right to Property Upon Successful Completion of Project:

4 Notwithstanding any other provision of this Paragraph 21.0 (Purchases), Subparagraph 21.2
5 (Proprietary Interest of County) and Subparagraph 21.5 (Disposition of Property in
6 Contractor's Custody), upon County's determination, said determination being in the sole
7 discretion of County, that Contractor has successfully completed an approved project for
8 which all furniture, fixtures, equipment, materials, and supplies were purchased, and a period
9 of one year has passed following the successful completion of said approved project,
10 Contractor shall have the right to all such furniture, fixtures, equipment, materials, and
11 supplies, purchased or obtained by Contractor using any County funds as part of the said
12 approved project under this Agreement, and County shall have no proprietary interest therein,
13 provided that Contractor is not in default under any term of the Agreement.

14 22.0 SEVERABILITY: If any provision of this Agreement or the application thereof to any
15 person or circumstance is held invalid, the remainder of this Agreement and the application of
16 such provision to other persons or circumstances shall not be affected thereby.

17 23.0 CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used
18 in this Agreement are for convenience only and are not a part of this Agreement and shall not
19 be used in construing this Agreement.

20 24.0 ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of
21 this Agreement, or the Exhibit(s) hereto, whether by written or oral understanding of the
22 parties, their officers, employees or agents, shall be valid and effective unless made in the
23 form of a written amendment to this Agreement which is formally approved and executed by
24 the parties in the same manner as this Agreement.

1 25.0 WAIVER: No waiver by County of any breach of any provision of this Agreement shall
2 constitute a waiver of any other breach of such provision. Failure of County to enforce at any
3 time, or from time to time, any provision of this Agreement shall not be construed as a waiver
4 thereof. The rights and remedies set forth in this Paragraph 25.0 shall not be exclusive and
5 are in addition to any other rights and remedies provided by law or under this Agreement.

6 26.0 AUTHORIZATION WARRANTY: Contractor represents and warrants that the person
7 executing this Agreement for Contractor is an authorized agent who has actual authority to
8 bind Contractor to each and every term, condition, and obligation of this Agreement and that
9 all requirements of Contractor have been fulfilled to provide such actual authority.

10 27.0 COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate
11 Contractor's performance under this Agreement on not less than an annual basis. Such
12 evaluation will include assessing Contractor's compliance with all contract terms and
13 performance standards. Contractor deficiencies which County determines are severe or
14 continuing and that may place performance of the Agreement in jeopardy if not corrected will
15 be reported to the Board of Supervisors. The report will include improvement/corrective
16 action measures taken by the County and Contractor. If improvement does not occur
17 consistent with the corrective action measures, County may terminate this Agreement or
18 impose other penalties as specified in this Agreement.

19 28.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES:

20 28.1 The Contractor shall comply with all applicable Federal, State, and County
21 policies and procedures relating to performance standards and outcome measures. This is
22 applicable whenever specific Federal or State funding, which has policies or procedures for
23 performance standards and/or outcome measures, has been included as part of the
24 Contractor's contract and shall apply for all County policies, procedures, or departmental

1 bulletins approved by the Director or his designee for performance standards and/or outcome
2 measures. County will notify Contractor whenever County policies or procedures are to apply
3 to this contract provision at least, where feasible, 30 calendar days prior to implementation.

4 28.2 These Federal, State or County performance standards and/or outcome
5 measures will determine the effectiveness of the MHSA Technological Needs Projects
6 delivered by the Contractor in the following performance standards:

7 Performance Standards:

- 8 • Adherence to MHSA Technological Goals
- 9 • Adherence to DMH Baseline Electronic Data Interchange (EDI)
10 Requirements as they are defined and Readiness for the Integrated
11 Behavioral Health Information System (IBHIS)
- 12 • Project Delivery on Time and Within Budget
- 13 • Realization of Expected Project Benefits

14
15 29.0 DISPUTE RESOLUTION PROCEDURE:

16 29.1 Contractor and County agree to act promptly and diligently to mutually resolve
17 any disputes which may arise with respect to this Agreement. All such disputes shall be
18 subject to the provisions of this Paragraph 29.0. Time is of the essence in the resolution of
19 disputes.

20 29.2 Contractor and County agree that, the existence and details of a dispute
21 notwithstanding, both parties shall continue without delay their performance hereunder,
22 except for any performance which County, in its sole discretion, determines should be
23 delayed as a result of such dispute.

24 29.3 If Contractor fails to continue without delay its performance hereunder which
25 County, in its sole discretion, determines should not be delayed as a result of such dispute,
26 then any additional costs which may be incurred by Contractor or County as a result of
27 Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor
28 shall make no claim whatsoever against County for such costs. Contractor shall promptly

1 reimburse County for such County costs, as determined by County, or County may deduct all
2 such additional costs from any amounts due to Contractor from County.

3 29.4 If County fails to continue without delay to perform its responsibilities under this
4 Agreement which County, in its sole discretion, determines should not be delayed as a result
5 of such dispute, then any additional costs incurred by Contractor or County as a result of
6 County's failure to continue to so perform shall be borne by County, and County shall make
7 no claim whatsoever against Contractor for such costs. County shall promptly reimburse
8 Contractor for all such additional Contractor costs subject to the approval of such costs by
9 County.

10 29.5 In the event of any dispute between the parties with respect to this Agreement,
11 Contractor and County shall submit the matter to their respective Project Manager for the
12 purpose of endeavoring to resolve such dispute.

13 29.6 In the event that the Project Managers are unable to resolve the dispute within
14 a reasonable time not to exceed ten (10) working days from the date of submission of the
15 dispute, the matter shall be immediately submitted to the parties' respective Project Directors
16 for further consideration and discussion to attempt to resolve the dispute. These persons
17 shall have ten (10) working days to attempt to resolve the dispute.

18 29.7 In the event that at these two (2) levels, there is not a resolution of the dispute
19 acceptable to both parties, then each party may assert its other rights and remedies provided
20 under this Agreement and/or its rights and remedies as provided by law.

21 29.8 All disputes utilizing this dispute resolution procedure shall be documented in
22 writing by each party and shall state the specifics of each alleged dispute and all actions
23 taken. The parties shall act in good faith to resolve all disputes. At both levels, the efforts to
24 resolve a dispute shall be undertaken by conference between the parties' respective

1 representatives, either orally, by face-to-face or by telephone, or in writing by exchange of
2 correspondence.

3 29.9 Notwithstanding any other provision of this Agreement, County's right to
4 terminate this Agreement pursuant to Paragraph 17.0 (TERMINATION FOR INSOLVENCY),
5 Paragraph 18.0 (TERMINATION FOR DEFAULT), Paragraph 19.0 (TERMINATION FOR
6 IMPROPER CONSIDERATION), Paragraph 20.0 (TERMINATION FOR CONVENIENCE),
7 Paragraph 5.4 (IMMEDIATE TERMINATION OF AGREEMENT), Paragraph 63.0
8 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH
9 COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) or any other
10 termination provision hereunder, and County's right to seek injunctive relief to enforce the
11 provisions of Paragraph 33.0 (CONFIDENTIALITY), shall not be subject to this Dispute
12 Resolution Procedure. The preceding sentence is intended only as a clarification of County's
13 rights, and shall not be deemed to impair any claims that Contractor may have against
14 County or Contractor's rights to assert such claims after any such termination or such
15 injunctive relief has been obtained.

16 30.0 [INTENTIONALLY OMITTED]

17 31.0 DELEGATION AND ASSIGNMENT BY CONTRACTOR:

18 31.1 Contractor shall not assign its rights or delegate its duties under this
19 Agreement, or both, whether in whole or in part, without the prior written consent of County,
20 in its discretion, and any attempted assignment or delegation without such consent shall be
21 null and void. For purposes of this paragraph, County consent shall require a written
22 amendment to this Agreement, which is formally approved and executed by the parties. Any
23 payments by County to any approved delegate or assignee on any claim under this
24 Agreement shall be deductible, at County's sole discretion, against the claims which

1 Contractor may have against County.

2 31.2 Shareholders, partners, members, or other equity holders of Contractor may
3 transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.
4 However, in the event any such sale, transfer, exchange, assignment, or divestment is
5 effected in such a way as to give majority control of Contractor to any person(s), corporation,
6 partnership, or entity other than the majority controlling interest therein at the time of
7 execution of this Agreement, such disposition is an assignment requiring the prior written
8 consent of County in accordance with applicable provisions of this Agreement.

9 31.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's
10 duties, responsibilities, obligations, or performance of same by any entity other than the
11 Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any
12 other mechanism, with or without consideration for any reason whatsoever without County's
13 express prior written approval, shall be a material breach of this Agreement which may result
14 in the termination of this Agreement. In the event of such termination, County shall be
15 entitled to pursue the same remedies against Contractor as it could pursue in the event of
16 default by Contractor.

17 32.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF
18 FUNDS:

19 Notwithstanding any other provision of this Agreement, County shall not be obligated
20 for Contractor's performance hereunder or by any provision of this Agreement during this or
21 any of County's future fiscal years unless and until County's Board of Supervisors
22 appropriates funds for this Agreement in County's Budget for each such fiscal year. Should
23 County, during this or any subsequent fiscal year impose budgetary restrictions which
24 appropriate less than the amount provided for in this Agreement, County shall reduce work

1 under this Agreement consistent with such imposed budgetary reductions. In the event funds
2 are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of
3 the last fiscal year for which funds were appropriated. County shall notify Contractor of any
4 such changes in allocation of funds at the earliest possible date.

5 33.0 CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and
6 information, including, but not limited to, claims, County records, patient/client records and
7 information, and County information system records, in accordance with WIC Sections 5328
8 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances,
9 rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Contractor
10 shall require all its officers, employees, and agents providing work hereunder to
11 acknowledge, in writing, understanding of, and agreement to fully comply with, all such
12 confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers,
13 employees, and agents, from and against any and all loss, damage, liability, and expense
14 arising from any disclosure of such records and information by Contractor, its officers,
15 employees, or agents.

16 34.0 WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or
17 selling agency has been employed or retained to solicit or secure this Agreement upon any
18 agreement or understanding for any commission, percentage, brokerage or contingent fee,
19 excepting bona fide employees or bona fide established commercial or selling agencies
20 maintained by Contractor for the purpose of securing business. For Contractor's breach or
21 violation of this warranty, County may, in its sole discretion, deduct from this Agreement
22 price or consideration, or otherwise recover, the full amount of such commission, percentage,
23 brokerage or contingent fee.

24 35.0 COUNTY AUDIT SETTLEMENTS: If, at any time during or after the term of this

1 Agreement representatives of County conduct an audit of Contractor regarding the work
2 performed under this Agreement, and if such audit finds that County's dollar liability for any
3 such work is less than payments made by County to Contractor, then the difference, together
4 with County's reasonable costs of audit, shall be either repaid by Contractor to County by
5 cash payment upon demand or, at the sole option of Director, deducted from any amounts
6 due to Contractor from County, whether under this Agreement or otherwise. If such audit
7 finds that County's dollar liability for such work is more than the payments made by County to
8 Contractor, then the difference shall be paid to Contractor by County, but in no event shall
9 County's payments to Contractor exceed the Total Compensation Amount identified in
10 Paragraph 7.0 (COMPENSATION).

11 **36.0 FAIR LABOR STANDARDS:** Contractor shall comply with all applicable provisions of
12 the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless
13 County, its officers, employees and agents from any and all liability, including, but not limited
14 to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees
15 arising under any wage and hour law, including, but not limited to, the Federal Fair Labor
16 Standards Act, for work performed by Contractor's employees for which County may be
17 found jointly or solely liable.

18 **37.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION AND COMPLIANCE WITH**
19 **CIVIL RIGHTS LAWS:**

20 37.1 Contractor certifies and agrees that all persons employed by it, its affiliates,
21 subsidiaries or holding companies are and will be treated equally without regard to or
22 because of race, color, religion, ancestry, national origin, sex, age, or physical or mental
23 handicap, in compliance with all applicable Federal and State anti-discrimination laws and
24 regulations.

1 37.2 Contractor shall certify to, and comply with, the provisions of Exhibit H
2 (Contractor's EEO Certification).

3 37.3 Contractor shall take affirmative action to ensure that applicants are employed,
4 and that employees are treated during employment, without regard to race, color, religion,
5 ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all
6 applicable Federal and State anti-discrimination laws and regulations. Such action shall
7 include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or
8 recruitment advertising, layoff or termination, rates of pay or other forms of compensation,
9 and selection for training, including, without limitation, apprenticeship.

10 37.4 Contractor certifies and agrees that it will deal with its vendors without regard to
11 or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental
12 disability, marital status, or political affiliation.

13 37.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding
14 companies shall comply with all applicable Federal and State laws and regulations to the end
15 that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex,
16 age, or physical or mental disability, marital status, or political affiliation, be excluded from
17 participation in, be denied the benefits of, or be otherwise subjected to discrimination under
18 this Agreement, or under any project, program, or activity supported by this Agreement.

19 37.6 Contractor shall allow County representatives access to Contractor's
20 employment records during regular business hours to verify compliance with the provisions of
21 this Paragraph 37.0 when so requested by County.

22 37.7 If County finds that any of the provisions of this Paragraph 37.0 have been
23 violated, such violation shall, at the election of County, constitute a material breach of this
24 Agreement upon which County may immediately terminate this Agreement. While County

1 reserves the right to determine independently that the anti-discrimination provisions of this
2 Agreement have been violated, in addition, a determination by the California Fair
3 Employment Practices Commission or the Federal Equal Employment Opportunity
4 Commission that Contractor has violated State or Federal anti-discrimination laws or
5 regulations shall constitute a finding by County that Contractor has violated the anti-
6 discrimination provisions of this Agreement.

7 37.8 The parties agree that in the event Contractor violates the anti-discrimination
8 provisions of this Agreement, County shall, at its option, be entitled to the sum of Five
9 Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671
10 as liquidated damages in lieu of terminating this Agreement.

11 37.9 Contractor hereby assures that it will comply with Subchapter VI of the Civil
12 Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no
13 person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of
14 physical handicap, marital status, political affiliation, or national origin, be excluded from
15 participation in, be denied the benefits of, or be otherwise subjected to discrimination under
16 this Agreement or under any project, program, or activity supported by this Agreement.
17 Contractor shall comply with Exhibit H (Contractors' EEO Certification).

18 38.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

19 38.1 Jury Service Program: This Agreement is subject to the provisions of County's
20 ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in
21 Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

22 38.2 Written Employee Jury Service Policy:

23 38.2.1 Unless Contractor has demonstrated to County's satisfaction either
24 that Contractor is not a "Contractor" as defined under the Jury Service Program (Section

1 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury
2 Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere
3 to a written policy that provides that its Employees shall receive from Contractor, on an
4 annual basis, no less than five (5) days of regular pay for actual jury service. The policy may
5 provide that Employees deposit any fees received for such jury service with Contractor or that
6 Contractor deduct from the Employee's regular pay the fees received for jury service.

7 38.2.2 For purposes of this Section, "Contractor" means a person,
8 partnership, corporation or other entity which has an Agreement with County or a subcontract
9 with a County Contractor and has received or will receive an aggregate sum of \$50,000 or
10 more in any 12-month period under one or more County Agreements or subcontracts.
11 "Employee" means any California resident who is a full-time employee of Contractor.
12 "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the
13 lesser number is a recognized industry standard as determined by County, or (2) Contractor
14 has a long-standing practice that defines the lesser number of hours as full-time. Full-time
15 employees providing short-term, temporary services of 90 days or less within a 12-month
16 period are not considered full-time for purposes of the Jury Service Program. If Contractor
17 uses any subcontractor to perform services for County under the Agreement, the
18 subcontractor shall also be subject to the provisions of this Section. The provisions of this
19 Section shall be inserted into any such subcontract Agreement and a copy of the Jury
20 Service Program shall be attached to the Agreement.

21 38.2.3 If Contractor is not required to comply with the Jury Service Program
22 when this Agreement commences, Contractor shall have a continuing obligation to review the
23 applicability of its "exception status" from the Jury Service Program, and Contractor shall
24 immediately notify County if Contractor at any time either comes within the Jury Service

1 Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the
2 Program. In either event, Contractor shall immediately implement a written policy consistent
3 with the Jury Service Program. County may also require, at any time during this Agreement
4 and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor
5 either continues to remain outside of the Jury Service Program's definition of "Contractor"
6 and/or that Contractor continues to qualify for an exception to the Program.

7 38.2.4 Contractor's violation of this Section of the Agreement may constitute a
8 material breach of the Agreement. In the event of such material breach, County may, in its
9 sole discretion, terminate the Agreement and/or bar Contractor from the award of future
10 County Agreements for a period of time consistent with the seriousness of the breach.

11 39.0 EMPLOYMENT ELIGIBILITY VERIFICATION:

12 39.1 Contractor warrants that it fully complies with all Federal and State statutes and
13 regulations regarding the employment of aliens and others and that all its employees
14 performing work under this Agreement meet the citizenship or alien status requirements set
15 forth in Federal and State statutes and regulations. Contractor shall obtain, from all
16 employees performing work hereunder, all verification and other documentation of
17 employment eligibility status required by Federal statutes and regulations as they currently
18 exist and as they may be hereafter amended.

19 39.2 Contractor shall retain all such documentation for the period prescribed by law.
20 Contractor shall indemnify, defend and hold harmless County, its officers, employees and
21 agents from and against any and all claims, demands, damages, liabilities, losses, costs and
22 expenses, including, but not limited to, defense costs and legal, accounting and other expert,
23 consulting or professional fees, arising out of or in connection with any employer sanctions
24 and any other liability which may be assessed against Contractor or County in connection

1 with any alleged violation of any Federal or State statutes or regulations pertaining to the
2 eligibility for employment of any persons performing work hereunder. Any legal defense
3 pursuant to Contractor's indemnification obligations under this Paragraph 39.0 shall be
4 conducted by Contractor and performed by counsel selected by Contractor and approved by
5 County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the
6 preceding sentence, County shall have the right to participate in any such defense at its sole
7 cost and expense, except that in the event Contractor fails to provide County with a full and
8 adequate defense, as required by law or this Agreement, County shall be entitled to
9 reimbursement for all such costs and expenses.

10 40.0 NOTICE OF DELAYS: In the event Contractor determines at any time that failure,
11 delay or inadequacy of performance of any of County's obligations hereunder may prevent or
12 tend to prevent Contractor from completing any of Contractor's obligations in a timely manner
13 or may cause or tend to cause Contractor to incur additional or unanticipated costs or
14 expenses, Contractor shall promptly following such determination (and without limiting
15 Contractor's obligation of prompt notification, in any event within fifteen (15) days following
16 such determination), notify County's Project Director in writing, which notice shall specify in
17 reasonable detail: (1) any alleged failure, delay or inadequacy of performance by County and
18 (2) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact
19 of such alleged failure, delay or inadequacy on the performance of Contractor's obligations,
20 including, but not limited to, any estimated delay and any estimated amount of additional or
21 unanticipated costs or expenses that may be incurred. In the event that Contractor fails to
22 fulfill any of its obligations in a timely manner as a direct result of a failure, delay or
23 inadequacy of performance of any of County's obligations after timely written notice to County
24 by Contractor of such failure, delay or inadequacy of performance, then the date for

1 Contractor's completion of such obligation may be appropriately extended, as determined in
2 the sole discretion of County's Project Director. Contractor shall take all reasonable actions
3 to mitigate or reduce any delays. In the event Contractor fails to notify County in writing of
4 any alleged failure, delay or inadequacy of performance in a timely manner as set forth in this
5 Paragraph 40.0, Contractor shall not be entitled to rely upon such alleged failure, delay or
6 inadequacy of performance for any purpose whatsoever, including, but not limited to, as a
7 purported justification for either: (1) claiming that Contractor is entitled to receive any
8 additional payments from County hereunder or (2) failing to fulfill any of Contractor's
9 obligations in a timely manner. This Paragraph 40.0 shall not be interpreted or construed as
10 expanding in any manner or to any extent the financial obligations of County under this
11 Agreement.

12 41.0 CONFLICT OF INTEREST:

13 41.1 No County employee whose position with County enables such employee to
14 influence the award or administration of this Agreement or any competing agreement, and no
15 spouse or economic dependent of such employee, shall be employed in any capacity by
16 Contractor or have any other direct or indirect financial interest in this Agreement. No officer
17 or employee of Contractor, who may financially benefit from the performance of work
18 hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such
19 work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation
20 of such work.

21 41.2 Contractor shall comply with all conflict of interest laws, ordinances and
22 regulations now in effect or hereafter to be enacted during the term of this Agreement.
23 Contractor warrants that it is not now aware of any facts, which do or could create a conflict of
24 interest. If Contractor hereafter becomes aware of any facts, which might reasonably be

1 expected to create a conflict of interest, it shall immediately make full written disclosure of
2 such facts to County. Full written disclosure shall include, but is not limited to, identification of
3 all persons implicated and a complete description of all relevant circumstances.

4 42.0 CONTRACTOR'S OFFICES: Contractor's business offices are located at , , .
5 Contractor shall notify in writing Department of Mental Health, Chief Information Office
6 Bureau, 695 South Vermont Avenue, 7th Floor, Los Angeles, California 90005, of any change
7 in its business address at least ten (10) days prior to the effective date thereof. Notice should
8 clearly indicate contract identifiers such as contract title, contract number and County's
9 Project Manager's name.

10 43.0 VALIDITY: If any provision of this Agreement or the application thereof to any person
11 or circumstances is held invalid, the remainder of this Agreement and application of such
12 provision to other persons or circumstances shall not be affected thereby.

13 44.0 RESTRICTIONS ON LOBBYING: Contractor and each County lobbyist or County
14 lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by
15 Contractor, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code
16 Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying
17 firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a
18 material breach of this Agreement upon which County may immediately terminate or suspend
19 this Agreement.

20 If any Federal funds are to be used to pay for a portion of Contractor's work under this
21 Agreement, Contractor shall also fully comply with all certification and disclosure
22 requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code
23 Section 1352) and any implementing regulations, and shall ensure that each of its
24 subcontractors receiving funds provided under this Agreement also fully comply with all such

1 certification and disclosure requirements.

2 45.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR
3 LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or replacement
4 personnel after the effective date of this Agreement to perform the services set forth herein,
5 Contractor shall give first consideration for such employment openings to qualified,
6 permanent County employees who are targeted for layoff or qualified, former County
7 employees who are on a re-employment list during the life of this Agreement.

8 46.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should
9 Contractor require additional or replacement personnel after the Effective Date, Contractor
10 shall give consideration for any such employment openings to participants in County's
11 Department of Public Social Services Greater Avenues for Independence (GAIN) Program or
12 General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum
13 qualifications for the open position. For this purpose, consideration shall mean that
14 Contractor will interview qualified candidates. County will refer GAIN/GROW participants by
15 job category to Contractor.

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

18 47.0 NONDISCRIMINATION IN SERVICES:

19 47.1 Contractor shall not discriminate in the provision of work hereunder because of
20 race, color, religion, national origin, ancestry, sex, age, physical or mental handicap, marital
21 status, sexual orientation or political affiliation in accordance with all applicable requirements
22 of federal and state law. For the purpose of this Paragraph 47.0, discrimination in the
23 provision of work may include, the following: denying any person any service or benefit or the
24 availability of the facility, providing any service or benefit to any person which is not

1 equivalent or is not provided in an equivalent manner or at an equivalent time to that provided
2 to others; subjecting any person to segregation or separate treatment in any manner related
3 to the receipt of any service; restricting any person in any way in the enjoyment of any
4 advantage or privilege enjoyed by others receiving any service or benefit; and treating any
5 person differently from others in determining admission, enrollment quota, eligibility,
6 membership, or any other requirements or conditions which persons must meet in order to be
7 provided any service or benefit.

8 47.2 Contractor shall ensure that recipients of work under this Agreement are
9 provided such Work without regard to race, color, religion, national origin, ancestry, sex, age,
10 condition of physical or mental handicap, marital status, sexual orientation, or political
11 affiliation.

12 48.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use
13 reasonable efforts to ensure that no employee will perform work hereunder while under the
14 influence of any alcoholic beverage, medication, narcotic or other substance, whether
15 prescribed or otherwise, which might impair such person's physical or mental performance.

16 49.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
17 COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of
18 ensuring that all individuals who benefit financially from County through contract are in
19 compliance with their court-ordered child, family, and spousal support obligations in order to
20 mitigate the economic burden otherwise imposed upon County and its taxpayers.

21 As required by County's Child Support Compliance Program (CSCP) (County Code
22 Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all
23 applicable provisions of law, Contractor warrants that it is now in compliance and shall during
24 the term of this Agreement maintain in compliance with employment and wage reporting

1 requirements as required by the Federal Social Security Act (42 USC Section 653a) and
2 California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
3 served Wage and Earnings Withholdings Orders or Child Support Services Department
4 (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support,
5 pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

6 50.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH
7 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain
8 compliance with the requirements set forth in Paragraph 49.0 (CONTRACTOR'S
9 WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE
10 PROGRAM) shall constitute default under this Agreement. Without limiting the rights and
11 remedies available to County under any other provision of this Agreement, failure of
12 Contractor to cure such default within ninety (90) calendar days of written notice shall be
13 grounds upon which County may terminate this Agreement pursuant to Paragraph 18.0
14 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County
15 Code Chapter 2.202.

16 51.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD
17 SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on
18 the enforcement of child support laws and the apprehension of child support evaders.
19 Contractor understands that it is County's policy to encourage all County contractors to
20 voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent
21 position at Contractor's place of business. County's Child Support Services Department
22 ("CSSD") will supply Contractor with the poster to be used.

23 52.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME
24 CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify

1 its employees, that they may be eligible for the Federal Earned Income Credit under the
2 Federal income tax laws. Such notice shall be provided in accordance with the requirements
3 set forth in Internal Revenue Service Notice 1015.

4 **53.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED**

5 **PROGRAM**: Contractor hereby warrants that neither it nor any of its staff members is
6 restricted or excluded from providing services under any health care program funded by the
7 Federal government, directly or indirectly, in whole or in part, and that Contractor shall notify
8 Director within thirty (30) days in writing of: (1) any event that would require Contractor or a
9 staff member's mandatory exclusion from participation in a Federally funded health care
10 program; and (2) any exclusionary action taken by any agency of the Federal government
11 against Contractor or one or more staff members barring it or the staff members from
12 participation in a Federally funded health care program, whether such bar is direct or indirect,
13 or whether such bar is in whole or in part.

14 Contractor shall indemnify and hold County harmless against any and all loss or
15 damage County may suffer arising from any Federal exclusion of Contractor or its staff
16 members from such participation in a Federally funded health care program. Failure by
17 Contractor to meet the requirements of this Paragraph 53.0 shall constitute a material breach
18 of contract upon which County may immediately terminate or suspend this Agreement.

19 **54.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**: The following requirements

20 set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter
21 2.202 of the County Code) are effective for this Agreement, except to the extent applicable
22 State and/or Federal laws are inconsistent with the terms of the Ordinance.

23 **54.1** A responsible Contractor is a Contractor who has demonstrated the attribute of
24 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform

1 the contract. It is County's policy to conduct business only with responsible contractors.

2 54.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the
3 County Code, if County acquires information concerning the performance of Contractor on
4 this or other Agreements, which indicates that Contractor is not responsible, County may, in
5 addition to other remedies provided in the Agreement, debar Contractor from bidding or
6 proposing on, or being awarded, and/or performing work on County Agreements for a
7 specified period of time, which generally will not exceed five (5) years but may exceed five (5)
8 years or be permanent if warranted by the circumstances, and terminate any or all existing
9 Agreements Contractor may have with County.

10 54.3 County may debar Contractor if County's Board of Supervisors finds, in its
11 discretion, that Contractor has done any of the following: (1) violated a term of an Agreement
12 with County or a nonprofit corporation created by County, (2) committed an act or omission
13 which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with
14 County, any other public entity, or a nonprofit corporation created by County, or engaged in a
15 pattern or practice which negatively reflects on same,(3) committed an act or offense which
16 indicates a lack of business integrity or business honesty, or (4) made or submitted a false
17 claim against County or any other public entity.

18 54.4 If there is evidence that Contractor may be subject to debarment, the
19 Department will notify Contractor in writing of the evidence which is the basis for the
20 proposed debarment and will advise Contractor of the scheduled date for a debarment
21 hearing before the Contractor Hearing Board.

22 54.5 The Contractor Hearing Board will conduct a hearing where evidence on the
23 proposed debarment is presented. Contractor and/or Contractor's representative shall be
24 given an opportunity to submit evidence at that hearing. After the hearing, the Contractor

1 Hearing Board shall prepare a tentative proposed decision, which shall contain a
2 recommendation regarding whether the Contractor should be debarred, and if so, the
3 appropriate length of time of the debarment. The Contractor and the Department shall be
4 provided an opportunity to object to the tentative proposed decision prior to its presentation to
5 the Board of Supervisors.

6 54.6 After consideration of any objections, or if no objections are submitted, a record
7 of the hearing, the proposed decision and any other recommendation of the Contractor
8 Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors
9 shall have the right to modify, deny, or adopt the proposed decision and recommendation of
10 the Hearing Board.

11 54.7 If a Contractor has been debarred for a period longer than five (5) years, that
12 Contractor may, after the debarment has been in effect for at least five (5) years, submit a
13 written request for review of the debarment determination to reduce the period of debarment
14 or terminate the debarment. County may, in its discretion, reduce the period of debarment or
15 terminate the debarment if it finds that Contractor has adequately demonstrated one or more
16 of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a
17 bona fide change in ownership or management; (3) material evidence discovered after
18 debarment was imposed; or (4) any other reason that is in the best interests of County.

19 54.8 The Contractor Hearing Board will consider a request for review of a
20 debarment determination only where (1) the Contractor has been debarred for a period
21 longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and
22 (3) the request is in writing, states one or more of the grounds for reduction of the debarment
23 period or termination of the debarment, and includes supporting documentation. Upon
24 receiving an appropriate request, the Contractor Hearing Board will provide notice of the

1 hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing
2 where evidence on the proposed reduction of debarment period or termination of debarment
3 is presented. This hearing shall be conducted and the request for review decided by the
4 Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

10 54.9 These terms shall also apply to any subcontractors of County contractors.

11 55.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
12 VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART

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

1 comply with this provision shall constitute a material breach of this Agreement upon which the
2 County may immediately terminate or suspend this Agreement.

3 **56.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS:** Consistent with the Board of
4 Supervisors' policy to reduce the amount of solid waste deposited at County landfills,
5 Contractor agrees to use recycled-content paper to the maximum extent possible in the
6 services to be performed by Contractor under this Agreement.

7 **57.0 SAFELY SURRENDERED BABY LAW:**

8 **57.1 Notice To Employees Regarding The Safely Surrendered Baby Law**

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

15 **57.2 Contractor's Acknowledgment Of County's Commitment To The Safely**
16 **Surrendered Baby Law**

17 The Contractor acknowledges that the County places a high priority on the
18 implementation of the Safely Surrendered Baby Law. The Contractor understands that it is
19 the County's policy to encourage all County Contractors to voluntarily post the County's
20 "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of
21 business. A copy of such poster is set forth in Exhibit J (Safely Surrendered Baby Law).
22 The Contractor will also encourage its subcontractors, if any, to post this poster in a
23 prominent position in the subcontractor's place of business. The County's Department of
24 Children and Family Services will supply the Contractor with the poster to be used.

1 58.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of
2 Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising
3 charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919)
4 increased Charitable Purposes Act requirements. By requiring Contractors to complete the
5 certification in Exhibit K (Charitable Contributions Certification), the County seeks to ensure
6 that all County contractors which receive or raise charitable contributions comply with
7 California law in order to protect the County and its taxpayers. A Contractor which receives
8 or raises charitable contributions without complying with its obligations under California law
9 commits a material breach subjecting it to either contract termination or debarment
10 proceedings or both. (County Code Chapter 2.202).

11 59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM:

12 59.1 This Agreement is subject to all provisions of the County's ordinance entitled
13 Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los
14 Angeles County Code. Specifically, Contractor shall pay particular attention to the following
15 provisions in Chapter 2.204:

16 59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently
17 obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining
18 or attempting to obtain or retain certification as a Local Small Business Enterprise.

19 59.3 Contractor shall not willfully and knowingly make a false statement with the
20 intent to defraud, whether by affidavit, report, or other representation, to a County official or
21 employee for the purpose of influencing the certification or denial of certification of any entity
22 as a Local Small Business Enterprise.

23 59.4 If Contractor has obtained certification as a Local Small Business Enterprise by
24 reason of having furnished incorrect supporting information or by reason of having withheld

1 information, and which knew, or should have known, the information furnished was incorrect
2 or the information withheld was relevant to its request for certification, and which by reason of
3 such certification has been awarded this contract to which it would not otherwise have been
4 entitled, shall:

5 (i) Pay to the County any difference between the Agreement amount and
6 what the County's costs would have been if the contract had been properly awarded;

7 (ii) In addition to the amount described in subdivision (1), be assessed a
8 penalty in an amount of not more than ten percent (10%) of the amount of the Agreement;
9 and

10 (iii) Be subject to the provisions of Chapter 2.202 of the Los Angeles County
11 Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

12 The above penalties shall also apply to any Contractor that has previously obtained
13 proper certification, however, as a result of a change in their status would no longer be
14 eligible for certification, and fails to notify the State and the Office of Affirmative Action
15 Compliance (OAAC) of this information prior to responding to a solicitation or accepting a
16 contract award.

17 60.0 FORCE MAJEURE:

18 60.1 Neither party shall be liable for such party's failure to perform its obligations
19 under and in accordance with this Agreement, if such failure arises out of fires, floods,
20 epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a
21 lockout by such party or any of such party's sub-Contractors), freight embargoes, or other
22 similar events to those described above, but in every such case the failure to perform must
23 be totally beyond the control and without any fault or negligence of such party (such events
24 are referred to in this sub-paragraph as "force majeure events").

1 60.2 Notwithstanding the foregoing, a default by a sub-Contractor of Contractor shall
2 not constitute a force majeure event, unless such default arises out of causes beyond the
3 control of both Contractor and such sub-Contractor, and without any fault or negligence of
4 either of them. In such case, Contractor shall not be liable for failure to perform, unless the
5 goods or services to be furnished by the sub-Contractor were obtainable from other sources
6 in sufficient time to permit Contractor to meet the required performance schedule. As used in
7 this sub-paragraph, the term “sub-Contractor” and “sub-Contractors” mean sub-Contractors
8 at any tier.

9 60.3 In the event Contractor's failure to perform arises out of a force majeure event,
10 Contractor agrees to use commercially reasonable best efforts to obtain goods or services
11 from other sources, if applicable, and to otherwise mitigate the damages and reduce the
12 delay caused by such force majeure event.

13 61.0 SURVIVAL:

14 In addition to any provisions relating to indemnification obligations of any party
15 hereunder, the provisions in the following Paragraphs shall survive the expiration or
16 termination of this Agreement for any reason:

- 7.6 No Payment for Services Provided Following Expiration/Termination of Agreement
- 10.0 Indemnification and Insurance
- 12.0 Records and Audits
- 14.0 Governing Law, Jurisdiction and Venue
- 15.0 Compliance with Applicable Law
- 17.0 Termination for Insolvency
- 18.0 Termination for Default
- 19.0 Termination for Improper Consideration
- 20.0 Termination for Convenience
- 22.0 Severability
- 29.0 Dispute Resolution Procedure
- 30.0 [INTENTIONALLY OMITTED]
- 35.0 County Audit Settlements
- 36.0 Fair Labor Standards

- 37.0 Nondiscrimination and Affirmative Action and Compliance with Civil Rights Laws
- 39.0 Employment Eligibility Verification
- 40.0 Notice of Delays

1

2 62.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED
3 PROPERTY TAX REDUCTION PROGRAM

4 62.1 Contractor acknowledges that County has established a goal of ensuring that
5 all individuals and businesses that benefit financially from County through contract are
6 current in paying their property tax obligations (secured and unsecured roll) in order to
7 mitigate the economic burden otherwise imposed upon County and its taxpayers.

8 62.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants
9 and certifies that to the best of its knowledge it is now in compliance, and during the term of
10 this Agreement will maintain compliance, with the Los Angeles County Code Chapter 2.206.

11 63.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH
12 COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

13 Failure of Contractor to maintain compliance with the requirements set forth in
14 Paragraph 62.0 (Contractor's Warranty of Compliance with County's Defaulted Property Tax
15 Reduction Program) shall constitute default under this Agreement. Without limiting the rights
16 and remedies available to County under any other provision of this Agreement, failure of
17 Contractor to cure such default within ten (10) days of notice shall be grounds upon which
18 County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to
19 County Code Chapter 2.206.

20 64.0 TITLE OF INTELLECTUAL PROPERTY:

21 County shall be the sole and exclusive owner of all rights, title, and
22 interest , (including, without limitation, any copyrights and other rights in works of authorship,

1 including registered and unregistered copyrights, unpublished works of authorship, moral
2 rights and rights of integrity, trade secrets, know-how, show-how, proprietary information,
3 contract and license rights, all international priority rights, improvements, discoveries,
4 creations and all other forms of intellectual property (collectively, the "Intellectual Property
5 Rights") in any and all software and tools developed by Contractor, or on behalf of
6 Contractor, using MHSA IT funds. As used herein, the term "tools" shall include, but shall
7 not be limited to, questionnaires, interview formats, and surveys developed by Contractor, or
8 on behalf of Contractor, to measure client outcomes or service outcome improvement.
9 County and Contractor agree that County's Intellectual Property Rights in the
10 aforementioned software and/or tools shall include all design concepts, algorithms,
11 programs, documentation, technical materials and all other work product produced by
12 Contractor, or on behalf of Contractor, using MHSA IT funds. County may
13 waive its Intellectual Property Rights at its sole discretion.

14 /
15 /
16 /
17 /
18 /
19 /
20 /
21 /

1 65.0 NOTICES: All notices or demands required or permitted to be given or made under
2 this Agreement shall be in writing and shall be delivered with signed receipt or mailed by first
3 class, registered or certified mail, postage prepaid, addressed to the parties at the following
4 addresses and to the attention of the persons named. Director shall have the authority to
5 execute all notices or demands which are required or permitted by County under this
6 Agreement. Addresses and persons to be notified may be changed by either party by giving
7 ten (10) days prior written notice thereof to the other party.

8

9 If to County: County of Los Angeles
10 Department of Mental Health
11 Contracts Development and Administration Division
12 550 South Vermont Avenue, 5th Floor
13 Los Angeles, CA 90020
14 ATTN: Richard Kushi, Chief

15

16 To County: County of Los Angeles
17 Department of Mental Health
18 Chief Information Office Bureau
19 695 South Vermont Avenue, 7th Floor
20 Los Angeles, CA 90005
21 ATTN: Robert Greenless, Ph.D., Project Director

22

23 If to Contractor:

24 dba
25 ATTN: ,

26

27 /

28 /

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

5

6
7
8
9

COUNTY OF LOS ANGELES

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

CONTRACTOR

By _____
Name _____
Title _____
(AFFIX CORPORATE SEAL HERE)

10
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APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

27

APPROVED AS TO CONTRACT
ADMINISTRATION:
DEPARTMENT OF MENTAL HEALTH

33
34
35

By _____
Chief, Contracts Development
and Administration Division

39
40 Funding Agreement /V25
41 07/29/10

EXHIBIT A

TECHNOLOGICAL NEEDS PROJECT PROPOSAL

EXHIBIT A includes*:

- Exhibit 3 Technological Needs Project Proposal Descriptions
- Exhibit 4 Budget Summary
- Appendix A Project Risk Assessment
- Appendix C Summary Project Schedule
- Appendix C-1 Detail Project Schedule

*In accordance with MHSA Capital Facilities and Technological Needs Guidelines and DMH MHSA IT Plan

Note: The following have been Intentionally Omitted:

- Exhibit 1 Capital Facilities and Technological Needs Face Sheet
- Exhibit 2 Technological Needs Assessment
- Appendix B Proposal Considerations and Clarifications

EXHIBIT B

QUARTERLY PROJECT STATUS REPORT

**County of Los Angeles
Department of Mental Health
Quarterly Project Status Report
For an MHSA-Funded IT Project**

DMH CONTROL NO. (DMH Use Only)

PROJECT INFORMATION	
Project Name:	Project ID No.:
Contractor Name:	Legal Entity No.:
Contractor's Executive Sponsor:	Title:
Project Status	Budget Status
<input type="checkbox"/> On Schedule	<input type="checkbox"/> Within Approved Budget
<input type="checkbox"/> Ahead of Schedule	<input type="checkbox"/> Over Budget
<input type="checkbox"/> Behind Schedule	Report for Quarter Ending:
Contractor's Project Director:	
Phone:	
E-mail:	
Project Objectives:	
Consortium Agencies (If applicable):	

MAJOR TASK/MILESTONE STATUS							
Task / Milestone	Original Start	Revised Start	Actual Start	Original Completion	Revised Completion	Actual Completion	Status

TOTAL PROJECT BUDGET INFORMATION (MHSA Funding Only)		
Category	Budgeted Costs	Actual Costs to Date
Personnel		
Hardware		
Software		
Contract Services		
Other Expenses		
Total Project Costs		

PROJECT STATUS / MAJOR ACCOMPLISHMENTS / SCHEDULED ACTIVITIES / ISSUES
<p>PROJECT STATUS</p> <ul style="list-style-type: none"> • <p>MAJOR ACCOMPLISHMENTS DURING THE REPORTING PERIOD</p> <ul style="list-style-type: none"> • <p>SCHEDULED ACTIVITIES FOR THE NEXT FISCAL QUARTER</p> <ul style="list-style-type: none"> • <p>ISSUES</p> <ul style="list-style-type: none"> •

RISK MANAGEMENT

Risk Report

(Please Provide the Risk Log Along with Mitigation, Contingency Plan for each High Priority Short Term Risk)

ID	Risk (Describe The Risk In Simple Terms; Provide Any Details In Additional Comment Sheets.)	Probability	Impact	Timeframe	Response	Escalated To DMH

Explanation Of Entries

- **Probability And Impact Are Based On Three (3) Possible Entries:** High (H), Medium (M), Low (L)
- **Timeframe, Estimation Of How Long The Risk Will Be Relevant:** Short Term (S) <3 months, Medium Term (M) 3 to 6 months, Long Term (L) >6 months
- **Response:** Possible actions are Mitigate, Watch, or Accepted whereby you can either fix the risk through mitigation, watch it to see how it develops, or accept the risk because it is not likely to occur or has minimal impact.
- **Escalated to DMH:** Enter the appropriate description of action(s) taken with regard to each reported risk as follows:
 “Yes” = DMH informed of risk immediately upon recognition of the risk and through means other than the *Quarterly Project Status Report* because the risk represents a significant threat to project success.
 “No – M/L” = DMH was not informed because both the Probability and Impact of the risk are not high.
 “No – H” = DMH should have been informed of the risk prior to completion of the current *Quarterly Project Status Report*, but was not informed timely.

List Of Risks That You Might Want To Consider

1. Lack of Clearly-Defined Project Objectives and Business Processes
2. Lack of Clearly Defined Roles and Responsibilities for Stakeholders and Team Members
3. No Project Steering Committee Established
4. Required Funds and Resources are not available in a Timely Manner
5. Lack of Subject Matter Experts with Availability To Share Knowledge in a Timely Manner with The Project Team
6. Lack of Well Defined Requirements or Requirements that are not Finalized
7. Lack of Project Management Methodology and Change Management Process
8. Lack of Knowledge on Technologies Being Used and Stability of Technologies Being Used
9. No Proven Vendor Product (If Package Solution)
10. Excessive Changes after the Completion of the Requirements Phase
11. Lack of User Group Involvement and Buy-In Throughout The Project
12. No Provision for Appropriate Training

Post Implementation Evaluation Report

Please Include the Following Sections in Your Final Status Report

OBJECTIVES ACHIEVED

Describe the Achieved Objectives in Comparison to the Objectives Listed in the Project Description Section 1.1 of Exhibit 3. Also describe the User and Management Acceptance of the Completed Project.

-

LESSONS LEARNED

Describe Lessons Learned, Best Practices used for the project, any Notable Occurrences, or Factors that contributed to the project's success or problems, or other information, which could be helpful during future project efforts. Describe Problems that were Encountered and How they were Overcome.

-

CORRECTIVE ACTIONS

Note: This section must be included when the project is deemed to be a Limited Success or Failure, or when there are Significant Differences between Project Expectations and Project Results.

If this condition applies, summarize alternatives for improving the outcome.

-

NEXT STEPS

Describe if the project has any Future Phases or Enhancements; or will it be in Maintenance Phase.

-

Contractor Approvals		
Signature Prepared By	Date	Phone
Signature Contractor's Project Director	Date	Phone

Please submit *Quarterly Project Status Reports* in an electronic format or via fax, including images of “wet” signatures of both the Report Preparer and the Contractor's Project Director.

Email *Quarterly Project Status Reports* to:

CPTT@dmh.lacounty.gov

Or FAX *Quarterly Project Status Reports* to:

DMH CIOB Attn: CPTT

(213) 252-8744

EXHIBIT C

INVOICE

LOS ANGELES COUNTY – DEPARTMENT OF MENTAL HEALTH
 FUNDING AGREEMENT FOR TECHNOLOGICAL NEEDS PROJECT

INVOICE

DMH INVOICE NO. (DMH Use Only) _____	INVOICE DATE: _____	CONTRACTOR INVOICE NO. _____
--	-------------------------------	--

INVOICE PERIOD: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Fiscal Year</u></td> <td style="width:15%; text-align: center;"><u>From:</u></td> <td style="width:15%; text-align: center;"><u>To:</u></td> </tr> <tr> <td>Monthly</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Month/Date</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Quarterly</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Jan.-Mar.</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Apr.-Jun.</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Jul.-Sept.</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Oct.-Dec.</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>		<u>Fiscal Year</u>	<u>From:</u>	<u>To:</u>	Monthly				<input type="checkbox"/> Month/Date	_____	_____	_____	Quarterly				<input type="checkbox"/> Jan.-Mar.	_____	_____	_____	<input type="checkbox"/> Apr.-Jun.	_____	_____	_____	<input type="checkbox"/> Jul.-Sept.	_____	_____	_____	<input type="checkbox"/> Oct.-Dec.	_____	_____	_____	PROJECT NAME: _____ Project ID No. _____ Contract No. _____ Legal Entity No. _____ Final Invoice <input type="checkbox"/> (check if final)
	<u>Fiscal Year</u>	<u>From:</u>	<u>To:</u>																														
Monthly																																	
<input type="checkbox"/> Month/Date	_____	_____	_____																														
Quarterly																																	
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<input type="checkbox"/> Jul.-Sept.	_____	_____	_____																														
<input type="checkbox"/> Oct.-Dec.	_____	_____	_____																														

SUBMIT TO: County of Los Angeles Department of Mental Health Chief Information Office Bureau 695 S. Vermont Avenue, 7 th Floor Los Angeles, CA 90005 Attn: Gordon Bunch, MA	CONTRACTOR REMITTANCE INFORMATION: Name: _____ Address: _____ City, State, ZIP: _____ Phone: _____ Email: _____ Contractor's Project Director: _____
---	---

1. Description of work performed during the invoice period.

2. **Invoice Amount by Budget Category:**

<ul style="list-style-type: none"> • Personnel _____ • Hardware _____ • Software _____ 	<ul style="list-style-type: none"> • Contract Services _____ • Other Expenses _____ • Start-up Costs _____
---	---
3. **Total Invoice Amount:** _____
4. Cumulative Amount Invoiced to Date: _____
5. Projected Remaining MHSA Project Costs: _____

Contractor's Project Director **Signature:** _____ **Date:** _____

DMH USE ONLY	
County's Project Manager Signature: _____	Date: _____
County's Project Director Signature: _____	Date: _____
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> If denied, state reason: _____	

IMPORTANT: Invoices must be submitted in hard copy (paper) format only, including the original signature of the Contractor's Project Director. All supporting documentation also must be original. Please attach additional pages as needed.

EXHIBIT D

FORM OF CHANGE NOTICE

FORM OF CHANGE NOTICE

REQUEST DATE: _____	DMH CONTROL NO. (DMH Use Only)
----------------------------	---------------------------------------

REQUESTOR INFORMATION:	PROJECT NAME:
Contractor Name: _____	Project ID No. _____
Address: _____	Contract No. _____
City, State, ZIP: _____	Legal Entity No. _____
Phone: _____	
Email: _____	
Contractor's Project Director: _____	

1. **Shift of project funds up to 15% of original project budget:**

Between budget categories within a project Between two or more approved projects:

From Project No(s). _____ To Project No(s). _____

Description: _____

2. **Change project budget within 15% of original project budget. Total Compensation Amount (TCA) remains the same and funds are not shifting to/from other approved project(s):**

Increase project budget, using remaining TCA funds or portion thereof

Decrease project budget, returning funds to TCA

Description: _____

	Original Budget	Revised Budget	Percent of Change
Project Budget Change:	_____	_____	_____

3. **Add or Modify Technological Needs Project Proposal (Exhibit A):**

Add a new Project Modify Project Schedule

Modify Project Scope Modify Project Approach Other

Description: _____

Contractor's Project Director **Signature:** _____ **Date:** _____

DMH USE ONLY	
County's Project Manager Signature: _____	Date: _____
County's Project Director Signature: _____	Date: _____
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/> If denied, state reason: _____

TECHNOLOGICAL NEEDS PROJECTS BUDGET CHANGE WORKSHEET

SUMMARY PAGE

Project Name: _____ Project ID No.: _____
 Contractor's Name: _____ Legal Entity No.: _____
 Request Date: _____

Category	Original Budget	Revised Budget
Personnel		
Hardware		
Software		
Contract Services		
Other Expenses (Describe)		
TOTAL	\$	- \$

Contractor's Project Director **Signature:** _____ **Date:** _____

DMH USE ONLY	
County's Project Manager Signature: _____	Date: _____
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> If denied, state reason: _____	

EXHIBIT E

START-UP FUNDS REQUEST

START-UP FUNDS REQUEST

DMH INVOICE NO. (DMH Use Only) _____	INVOICE DATE: _____	CONTRACTOR INVOICE NO. _____
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INVOICE PERIOD: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%; text-align: center;"><u>Fiscal Year</u></td> <td style="width:15%; text-align: center;"><u>From:</u></td> <td style="width:15%; text-align: center;"><u>To:</u></td> </tr> <tr> <td>Monthly</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Month/Date</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Quarterly</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Jan.-Mar.</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Apr.-Jun.</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Jul.-Sept.</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Oct.-Dec.</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>		<u>Fiscal Year</u>	<u>From:</u>	<u>To:</u>	Monthly				<input type="checkbox"/> Month/Date	_____	_____	_____	Quarterly				<input type="checkbox"/> Jan.-Mar.	_____	_____	_____	<input type="checkbox"/> Apr.-Jun.	_____	_____	_____	<input type="checkbox"/> Jul.-Sept.	_____	_____	_____	<input type="checkbox"/> Oct.-Dec.	_____	_____	_____	PROJECT NAME: _____ Project ID No. _____ Contract No. _____ Legal Entity No. _____ Final Invoice <input type="checkbox"/> (check if final)
	<u>Fiscal Year</u>	<u>From:</u>	<u>To:</u>																														
Monthly																																	
<input type="checkbox"/> Month/Date	_____	_____	_____																														
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<input type="checkbox"/> Jul.-Sept.	_____	_____	_____																														
<input type="checkbox"/> Oct.-Dec.	_____	_____	_____																														

SUBMIT TO: County of Los Angeles Department of Mental Health Chief Information Office Bureau 695 S. Vermont Avenue, 7 th Floor Los Angeles, CA 90005 Attn: Gordon Bunch, MA	CONTRACTOR REMITTANCE INFORMATION: Name: _____ Address: _____ City, State, ZIP: _____ Phone: _____ Email: _____ Contractor's Project Director: _____
---	---

1. Description of work performed during the invoice period.

2. **Invoice Amount by Budget Category:**

• Personnel	N/A	• Contract Services	N/A
• Hardware	N/A	• Other Expenses	N/A
• Software	N/A	• Start-up Costs	_____
3. **Total Invoice Amount:** _____
4. Cumulative Amount Invoiced to Date: _____
5. Projected Remaining MHSA Project Costs: _____

Contractor's Project Director **Signature:** _____ **Date:** _____

DMH USE ONLY	
County's Project Manager Signature: _____	Date: _____
County's Project Director Signature: _____	Date: _____
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> If denied, state reason: _____	

IMPORTANT: Start-Up Funds Request must be submitted in hard copy (paper) format only, including the original signature of the Contractor's Project Director.

EXHIBIT F

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME _____

CONTRACT NUMBER _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT:

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

EMPLOYEE CONFIDENTIALITY AGREEMENT:

I acknowledge that I may be involved with work pertaining to services provided by County or and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from County or . In addition, I may also have access to proprietary information supplied by County or or by other vendors doing business with . 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 I am to be involved in County work, the County must ensure that I will protect the confidentiality of such data and information. Consequently, I sign this agreement as a condition of my work with .

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

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

**CONTRACTOR 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 by other County vendors is provided to me during this engagement, I shall keep such information confidential.

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

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

BY: _____ DATE: _____
(Employee Signature)

NAME: _____
(Please Print)

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

Revised (5/17/05)

EXHIBIT G

**SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

**SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

SUBCONTRACTOR NAME _____

CONTRACT NUMBER _____

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT:

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

SUBCONTRACTOR EMPLOYEE CONFIDENTIALITY AGREEMENT:

I acknowledge that I may be involved with work pertaining to services provided by County or _____ and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from County or _____. In addition, I may also have access to proprietary information supplied by County or _____ or by other vendors doing business with _____. _____ 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 I am to be involved in County work, the County must ensure that I will protect the confidentiality of such data and information. Consequently, I sign this agreement as a condition of my work with _____.

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

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

**SUBCONTRACTOR 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 by other County vendors is provided to me during this engagement, I shall keep such information confidential.

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

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

BY: _____ DATE: _____
(Employee Signature)

NAME: _____
(Please Print)

When completed, this form must be maintained on file by Subcontractor 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 H

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Federal Internal Revenue Service Employer Identification Number (FEIN)

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force. Yes No
- 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT I

[INTENTIONALLY OMITTED]

EXHIBIT J

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

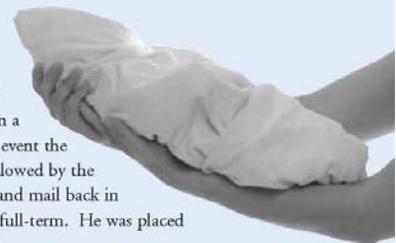
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Federal Internal Revenue Service Employer Identification Number (FEIN)

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (Official Name, Official Title)
Please print

Date

EXHIBIT L

MHSA CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS GUIDELINES

[Exhibit L is incorporated herein by reference]