

34922

1 MEMORANDUM OF UNDERSTANDING FOR JAIL CLINICIAN
2 SERVICES BETWEEN THE CITY OF LONG BEACH
3 AND THE GUIDANCE CENTER
4

5 This Memorandum of Understanding ("MOU") is made and entered as of
6 April 2, 2018, by and between THE GUIDANCE CENTER, a California
7 corporation, with a place of business at 1301 Pine Avenue, Long Beach, CA 90813, and
8 the CITY OF LONG BEACH, a municipal corporation ("City"). THE GUIDANCE CENTER
9 and the City agree as follows:

10 RECITALS

11 WHEREAS, the City has adopted an internal Administrative Regulation 8-
12 32, Inter Department Data Sharing, which allows City departments to share individually
13 identifiable, protected health and criminal justice information internally ("Reg") dated May
14 11, 2017 covering all City departments; and

15 WHEREAS, the purpose of contracted services with THE GUIDANCE
16 CENTER is to provide mental health and case management services in the Long Beach
17 City Jail as outlined in the attached Purchase Order # DPCM18000223; and

18 WHEREAS, in order for THE GUIDANCE CENTER to perform those
19 services, THE GUIDANCE CENTER will have access to the City's protected client
20 information, as defined below; and

21 WHEREAS, the City will allow access to protected client information on the
22 terms and conditions set forth below; and

23 WHEREAS, the City wishes to disclose certain information to THE
24 GUIDANCE CENTER pursuant to the terms of this MOU, some of which may constitute
25 protected client information (PCI) (defined below); and

26 WHEREAS, the City and THE GUIDANCE CENTER intend to protect the
27 privacy and provide for the security of PCI disclosed to THE GUIDANCE CENTER
28 pursuant to this MOU in compliance with CA Civil Code 1798; and

1 WHEREAS, THE GUIDANCE CENTER enters into agreements with the
2 City that require the City to disclose certain identifiable protected client information to
3 THE GUIDANCE CENTER. The parties desire to enter into this MOU to permit THE
4 GUIDANCE CENTER to have access to such information and comply with THE
5 GUIDANCE CENTER requirements of CA Civil Code Section 1798.

6 NOW THEREFORE, in consideration of the mutual promises below and the
7 exchange of information pursuant to this MOU, the parties agree as follows:

8 1. **DEFINITIONS.**

9 A. **Breach** means the unauthorized acquisition, access, use, or
10 disclosure of PCI that compromises the security or privacy of such information,
11 except where an unauthorized person to whom such information is disclosed
12 would not reasonably have been able to retain such information.

13 B. **THE GUIDANCE CENTER** is a private entity authorized under
14 CA Civil Code Section 1798.19 for research on behalf of the City.

15 C. **Data Aggregation** means the combining of private
16 information from the City by THE GUIDANCE CENTER with PCI received by THE
17 GUIDANCE CENTER in its capacity as a contractor for any other agency, to
18 permit data analyses that relate to the operations of the respective entities.

19 D. **Privacy Rule** shall mean the CA Civil Code 1798.

20 E. **Protected Client Information or PCI** means any information,
21 including electronic PCI, whether oral or recorded in any form or medium: (i) that
22 relates to the past, present or future City contact for an individual; the contact by
23 the City with an individual; or the past, present or future contact by the City with an
24 individual; and (ii) that identifies the individual or with respect to which there is a
25 reasonable basis to believe the information can be used to identify the individual.

26 F. **Protected Information** shall mean PCI provided by the City
27 to THE GUIDANCE CENTER or created, maintained, received or transmitted by
28 THE GUIDANCE CENTER on the City's behalf.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

G. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. **OBLIGATIONS OF THE GUIDANCE CENTER.**

A. **Permitted Uses.** THE GUIDANCE CENTER may use, access, and/or disclose PCI only for the purpose of performing THE GUIDANCE CENTER's obligations for or on behalf of the City and as permitted or required under this MOU, or as required by law. Further, THE GUIDANCE CENTER shall not use PCI in any manner that would constitute a violation of the Security Rule if so used by the City. However, THE GUIDANCE CENTER may use Protected Information as necessary (i) for the proper management and administration of THE GUIDANCE CENTER; (ii) to carry out the legal responsibilities of THE GUIDANCE CENTER; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Reg or the Privacy Rule.

B. **Permitted Disclosures.** THE GUIDANCE CENTER shall disclose Protected Information only for the purpose of performing THE GUIDANCE CENTER's obligations for or on behalf of the City and as permitted or required under the Reg, or as required by law. THE GUIDANCE CENTER shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule. However, THE GUIDANCE CENTER may disclose Protected Information as necessary (i) for the proper management and administration of THE GUIDANCE CENTER; (ii) to carry out the legal responsibilities of THE GUIDANCE CENTER; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the work of the City.

C. **Prohibited Uses and Disclosures.** THE GUIDANCE CENTER shall not use or disclose PCI other than as permitted or required by the Reg and this MOU, or as required by law. THE GUIDANCE CENTER shall not use or disclose Protected Information for fundraising or marketing purposes. THE

1 GUIDANCE CENTER shall not directly or indirectly receive remuneration in
2 exchange for Protected Information, except with the prior written consent of the
3 City. Requests for PCI based on the California Public Records Act, Government
4 Code § 6250-6268, the federal Freedom of Information Act or the federal Privacy
5 Act of 1974 should not be met and instead referred to the City;.

6 D. **Appropriate Safeguards.** THE GUIDANCE CENTER shall
7 take the appropriate security measures to protect the confidentiality, integrity and
8 availability of PCI that it creates, receives, maintains, or transmits on behalf of the
9 City, and shall prevent any use or disclosure of PCI other than as permitted by the
10 Contract or this MOU, including, but not limited to, administrative, physical and
11 technical safeguards in accordance with the Security Rule. THE GUIDANCE
12 CENTER shall comply with the policies and procedures and documentation
13 requirements of the Security Rule.

14 E. **Contracting Agency's Subcontractors and Agents.** THE
15 GUIDANCE CENTER shall ensure that any agents and subcontractors that create,
16 receive, maintain or transmit Protected Information on behalf of THE GUIDANCE
17 CENTER, agree in writing to the same restrictions and conditions that apply to
18 THE GUIDANCE CENTER with respect to such PCI and implement the
19 safeguards required by paragraph 2.d.

20 F. **Accounting of Disclosures.** Within ten (10) calendar days of
21 a request by the City for an accounting of disclosures of Protected Information or
22 upon any disclosure of Protected Information for which the City is required to
23 account to an individual, THE GUIDANCE CENTER and its agents and
24 subcontractors shall make available to the City the information required to provide
25 an accounting of disclosures to enable the City to fulfill its obligations under the
26 Privacy Rule, as determined by the city. THE GUIDANCE CENTER agrees to
27 implement a process that allows for an accounting to be collected and maintained
28 by THE GUIDANCE CENTER and its agents and subcontractors for at least five

1 (5) years prior to the request. At a minimum, the information collected and
2 maintained shall include: (i) the date of disclosure; (ii) the name of the entity or
3 person who received Protected Information and, if known, the address of the entity
4 or person; (iii) a brief description of Protected Information disclosed; and (iv) a
5 brief statement of purpose of the disclosure that reasonably informs the individual
6 of the basis for the disclosure, or a copy of the individual's authorization, or a copy
7 of the written request for disclosure. If an individual or an individual's
8 representative submits a request for an accounting directly to THE GUIDANCE
9 CENTER or its agents or subcontractors, THE GUIDANCE CENTER shall forward
10 the request to the City in writing within five (5) calendar days.

11 **G. Access to Protected Information.** THE GUIDANCE
12 CENTER shall make Protected Information maintained by THE GUIDANCE
13 CENTER or its agents or subcontractors in Designated Record Sets available to
14 the City for inspection and copying within (5) days of request by the City to enable
15 the City to fulfill its obligations under state law. If THE GUIDANCE CENTER
16 maintains Protected Information in electronic format, THE GUIDANCE CENTER
17 shall provide such information in electronic format as necessary to enable the City
18 to fulfill its obligations under the Reg and the Privacy Rule.

19 **H. Amendment of Protected Information.** Within ten (10) days
20 of a request by the City for an amendment of Protected Information or a record
21 about an individual contained in a Designated Record Set, THE GUIDANCE
22 CENTER and its agents and subcontractors shall make such Protected
23 Information available to the City for amendment and incorporate any such
24 amendment or other documentation to enable the City to fulfill its obligations under
25 the Privacy Rule. If an individual requests an amendment of Protected Information
26 directly from THE GUIDANCE CENTER or its agents or subcontractors, THE
27 GUIDANCE CENTER must notify the City in writing within five (5) days of the
28 request and of any approval or denial of amendment of Protected Information

1 maintained by THE GUIDANCE CENTER or its agents or subcontractors.

2 I. **Governmental Access to Records.** THE GUIDANCE
3 CENTER shall make its internal practices, books and records relating to the use
4 and disclosure of Protected Information available to the City for purposes of
5 determining THE GUIDANCE CENTER's compliance with the Reg and the Privacy
6 Rule.

7 J. **Minimum Necessary.** THE GUIDANCE CENTER, its agents
8 and subcontractors shall request, use and disclose only the minimum amount of
9 Protected Information necessary to accomplish the intended purpose of such use,
10 disclosure, or request. THE GUIDANCE CENTER understands and agrees that
11 the definition of "minimum necessary" is in flux and shall keep itself informed of
12 guidance issued by the City with respect to what constitutes "minimum necessary"
13 to accomplish the intended purpose in accordance with the Reg and California
14 Code.

15 K. **Data Ownership.** THE GUIDANCE CENTER acknowledges
16 that THE GUIDANCE CENTER has no ownership rights with respect to the
17 Protected Information.

18 L. **Notification of Breach.** THE GUIDANCE CENTER shall
19 notify the City immediately upon discovery any breach of Protected Information;
20 any use or disclosure of Protected Information not permitted by this MOU; any
21 Security Incident (except as otherwise provided below) related to Protected
22 Information, and any use or disclosure of data in violation of any applicable federal
23 or state laws by THE GUIDANCE CENTER or its agents or subcontractors. The
24 notification shall include, to the extent possible, the identification of each individual
25 whose unsecured Protected Information has been, or is reasonably believed by
26 THE GUIDANCE CENTER to have been, accessed, acquired, used, or disclosed,
27 as well as any other available information that the City is required to include in
28 notification to the individual, the media, and any other entity under the Breach

1 Notification Rule and any other applicable state or federal laws, at the time of the
2 notification required by this paragraph or promptly thereafter as information
3 becomes available. THE GUIDANCE CENTER shall take (i) prompt corrective
4 action to cure any deficiencies and (ii) any action pertaining to unauthorized uses
5 or disclosures required by applicable federal and state laws.

6 **M. Breach Pattern or Practice by Contracting Agency's**
7 **Subcontractors and Agents.** If THE GUIDANCE CENTER knows of a pattern of
8 activity or practice of a subcontractor or agent that constitutes a material breach or
9 violation of the subcontractor or agent's obligations under the Contract or this
10 MOU, THE GUIDANCE CENTER must take reasonable steps to cure the breach
11 or end the violation. If the steps are unsuccessful, THE GUIDANCE CENTER
12 must terminate the contractual arrangement with its subcontractor or agent, if
13 feasible. THE GUIDANCE CENTER shall provide written notice to the City of any
14 pattern of activity or practice of a subcontractor or agent that THE GUIDANCE
15 CENTER believes constitutes a material breach or violation of the subcontractor or
16 agent's obligations under the Contract or this MOU immediately upon discovery
17 and shall meet with the City to discuss and attempt to resolve the problem as one
18 of the reasonable steps to cure the breach or end the violation.

19 **N. Insurance Requirements.** As a condition precedent to the
20 effectiveness of this MOU, THE GUIDANCE CENTER shall procure and maintain
21 at THE GUIDANCE CENTER's expense for the duration of this MOU from an
22 insurance company that is admitted to write insurance in the State of California or
23 that has a rating of or equivalent to an A:VIII by A.M. Best and Company the
24 following insurance:

25 i. Commercial general liability insurance or self-insurance
26 equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of
27 Long Beach, and its officials, employees, and agents as additional insureds
28 on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of THE GUIDANCE CENTER in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.

ii. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its officials, employees, and agents.

iii. Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("Any Auto")

iv. Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Agreement.

v. Electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Agreement.

vi. Electronic errors and omissions liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Agreement.

vii. Umbrella liability (In excess of all coverages from above except (b)) in an amount not less than Two Million Dollars (\$2,000,000) per claim covering the services provided pursuant to this

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Agreement.

viii. Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

ix. Any subcontractors which THE GUIDANCE CENTER may use in the performance of this MOU shall be required to indemnify the City to the same extent as THE GUIDANCE CENTER and to maintain insurance in compliance with the provisions of this section.

x. THE GUIDANCE CENTER shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this MOU. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of

1 insurance shall not be construed as a limitation on liability or as full
2 performance of the indemnification provisions of this MOU.

3 **3. TERMINATION.**

4 A. **Material Breach.** A breach by THE GUIDANCE CENTER of
5 any provision of this MOU, as determined by the City, shall constitute a material
6 breach of this MOU and shall provide grounds for immediate termination of this
7 MOU.

8 B. **Judicial or Administrative Proceedings.** The City may
9 terminate this MOU, effective immediately, if (i) THE GUIDANCE CENTER is
10 named as defendant in a criminal proceeding for a violation of California Code or
11 other security or privacy laws or (ii) a finding or stipulation that THE GUIDANCE
12 CENTER has violated any standard or requirement of the Reg or California Code
13 or other security or privacy laws is made in any administrative or civil proceeding
14 in which the party has been joined.

15 C. **Effect of Termination.** Upon termination of this MOU for any
16 reason, THE GUIDANCE CENTER shall, at the option of the City, return or
17 destroy all Protected Information that THE GUIDANCE CENTER and its agents
18 and subcontractors still maintain in any form, and shall retain no copies of such
19 Protected Information. If return or destruction is not feasible, as determined by the
20 City, THE GUIDANCE CENTER shall continue to extend the protections and
21 satisfy the obligations of Section 2 of this MOU to such information, and limit
22 further use and disclosure of such PCI to those purposes that make the return or
23 destruction of the information infeasible. If the City elects destruction of the PCI,
24 THE GUIDANCE CENTER shall certify in writing to the City that such PCI has
25 been destroyed.

26 D. **Civil and Criminal Penalties.** THE GUIDANCE CENTER
27 understands and agrees that it is subject to civil or criminal penalties applicable to
28 THE GUIDANCE CENTER for unauthorized use, access or disclosure of

1 Protected Information in accordance with the Privacy Rule.

2 E. **Disclaimer.** The City makes no warranty or representation
3 that compliance by THE GUIDANCE CENTER with this MOU, CA Code or
4 corresponding California law provisions will be adequate or satisfactory for THE
5 GUIDANCE CENTER's own purposes. THE GUIDANCE CENTER is solely
6 responsible for all decisions made by THE GUIDANCE CENTER regarding the
7 safeguarding of PCI.

8 4. **AMENDMENT TO COMPLY WITH LAW.**

9 The parties acknowledge that state and federal laws relating to data
10 security and privacy are rapidly evolving and that amendment of this MOU may be
11 required to provide for procedures to ensure compliance with such developments.
12 The parties specifically agree to take such action as is necessary to implement the
13 standards and requirements of any other applicable state or federal laws relating
14 to the security or confidentiality of PCI. The parties understand and agree that the
15 City must receive satisfactory written assurance from THE GUIDANCE CENTER
16 that THE GUIDANCE CENTER will adequately safeguard all Protected
17 Information. Upon the request of either party, the other party agrees to promptly
18 enter into negotiations concerning the terms of an amendment to this MOU
19 embodying written assurances consistent with the standards and requirements of
20 California Code regulations or other applicable state or federal laws. The City may
21 terminate this MOU upon thirty (30) days written notice in the event (i) THE
22 GUIDANCE CENTER does not promptly enter into negotiations to amend this
23 MOU when requested by the City pursuant to this section or (ii) THE GUIDANCE
24 CENTER does not enter into an amendment to this MOU providing assurances
25 regarding the safeguarding of PCI that the City, in its sole discretion, deems
26 sufficient to satisfy the standards and requirements of applicable laws.

27 5. **REIMBURSEMENT FOR FINES OR PENALTIES.**

28 In the event that the City pays a fine to a state or federal regulatory

1 agency, and/or is assessed civil penalties or damages through private rights of
2 action, based on an impermissible use or disclosure of PCI by THE GUIDANCE
3 CENTER or its subcontractors or agents, then THE GUIDANCE CENTER shall
4 reimburse the City in the amount of such fine or penalties or damages within thirty
5 (30) calendar days.

6 **6. INDEMNIFICATION.**

7 THE GUIDANCE CENTER shall defend, indemnify, and hold
8 harmless the City, its Commissions and Boards, and their officials, employees,
9 and agents from and against any and all demands, claims, causes of action,
10 liability, loss, liens, damage, costs, and expenses (including attorney's fees)
11 arising from or in any way connected or alleged to be connected with THE
12 GUIDANCE CENTER's performance under this MOU, from any act or omission,
13 willful misconduct, or negligence (active or passive) by or alleged to be by THE
14 GUIDANCE CENTER, its employees, agents, or subcontractors either as a sole or
15 contributory cause, sustained by any person or entity (including employees or
16 representatives of City or THE GUIDANCE CENTER), or with respect to the use
17 and disclosure of the City's PCI. The foregoing shall not apply to claims or causes
18 of action caused by the sole negligence or willful misconduct of the City, its
19 Commissions and Boards, or their officials, employees, or agents.

20 **7. MISCELLANEOUS PROVISIONS.**

21 **7.1 Assistance in Litigation or Administrative Proceedings.**

22 THE GUIDANCE CENTER shall make itself, and any employees or
23 agents assisting THE GUIDANCE CENTER in the performance of its obligations
24 under this MOU, available to the City, at no cost to the City, to testify as witnesses,
25 or otherwise, in the event of litigation or administrative proceedings against the
26 City, its officers, agents or employees based upon claimed violation of the Reg,
27 California Code, or other laws relating to security and privacy.

28 **7.2 Independent Contractor.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THE GUIDANCE CENTER is an independent contractor and nothing in this MOU is intended to create or imply an agency or employment relationship between the City and THE GUIDANCE CENTER.

7.3 No Third-Party Beneficiaries.

Nothing express or implied in this MOU is intended to confer, nor shall anything herein confer, any rights, remedies, obligations or liabilities whatsoever upon any person or entity other than the City, THE GUIDANCE CENTER and its respective agents, successors or assigns.

7.4 Survival.

The obligations of THE GUIDANCE CENTER under this MOU shall survive the termination of the Contract.

7.5 Health Insurance Portability and Accountability Act of 1996 (HIPAA).

i. THE GUIDANCE CENTER acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. THE GUIDANCE CENTER understands and agrees that the City has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA. THE GUIDANCE CENTER agrees to execute a HIPAA Business Associate Agreement, attached hereto as Exhibit "A" attached and incorporated herein by this reference.

ii. THE GUIDANCE CENTER agrees and acknowledges that its access to the City's HIPAA-protected information and/or records constitutes its own separate and independent obligations with respect to

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. THE GUIDANCE CENTER understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas when related to its scope of work under this MOU and that it assumes responsibility for compliance on City's behalf. THE GUIDANCE CENTER has not relied, and will not in any way rely, on the City for legal advice or other representations with respect to THE GUIDANCE CENTER's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

iii. THE GUIDANCE CENTER and the City understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security. THE GUIDANCE CENTER and the City also understand and agree that the protected health information of individuals who receive drug and alcohol abuse treatment in federally-funded programs is subject to additional privacy protections under 42 USC § 290dd-2 and 42 CFR § 2.11 (Part 2).

iv. THE GUIDANCE CENTER further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the City (including the City's officers, employees, and agents), for damages to the City that are attributable to such failure.

7.6 Confidentiality.

THE GUIDANCE CENTER and City acknowledge that efforts to share data, both within and across organizations, are subject to confidentiality concerns. Each party is subject to numerous specific confidentiality mandates based on local, state, and federal laws and regulations. Federal laws, for example,

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

concerning the confidentiality of health data (Health Insurance Portability and Accountability Act, HIPAA), education data (Family Educational Rights and Privacy Act, FERPA), and child welfare data (45 CFR 205.50), and each's overlay city and state laws and regulations. Where the law is vague, THE GUIDANCE CENTER and City acknowledge that specific data are shared only with permitted staff using the information for a set purpose ("if you don't need it, you don't see it").

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed with all formalities required by law as of the date first stated above.

THE GUIDANCE CENTER, a California corporation,

March 20, 2018

By 

Patricia Costales
Chief Executive Officer
1301 Pine Avenue
Long Beach, CA 90813

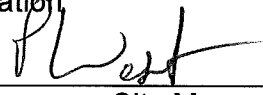
"Cerritos"

This Agreement is hereby approved as to form on _____, 2018.

By _____
City Attorney

CITY OF LONG BEACH, a municipal corporation,

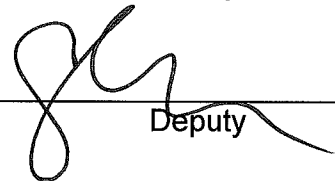
4/16, 2018

By 
City Manager

"Long Beach"

This Agreement is hereby approved as to form on April 13, 2018.

CHARLES PARKIN, City Attorney

By 
Deputy



City of Long Beach
 City Purchasing Agent
 333 W. Ocean Blvd./7th Floor
 Long Beach, CA 90802

PURCHASE ORDER

PAGE: 1

DATE: 03/12/2018
 ** ORIGINAL **

PO NUMBER: DPCM18000223

VENDOR:

GUIDANCE CENTER (THE)
 1301 PINE AVENUE
 LONG BEACH, CA 90813

*****IMPORTANT NOTICE*****
 Please note the "Bill To" address on this purchase order has changed. For billing inquiries, please contact the City Department responsible for this order.

BILL TO:
 CITY OF LONG BEACH
 CITY MANAGER DEPARTMENT
 VIA EMAIL: CM-ACCTSPAY@LONGBEACH.GOV
 OR MAIL TO:
 333 WEST OCEAN BLVD 13TH FLOOR
 LONG BEACH, CA 90802
 STAFF (562)570-6621

SHIP TO:
 CITY MANAGER
 333 WEST OCEAN BLVD 13TH FLOOR
 LONG BEACH, CA 90802
 (562)570-6711

VEN CONTACT: DAVID L SLAY

VENDOR TEL: (562)485-3095

DISCOUNT TERMS:
 NET 30

FREIGHT CARRIER:

F.O.B.:
 DEST

DELIVERY REQUIRED
 03/06/2018

DEPT. CODE
 CM13

REQ NO.
 DPCM18000223

ISSUED UNDER CONTRACT NO:
 BPO ID :

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
001	962-58	1.00	LT	25,000.0000	25,000.00

MENTAL HEALTH AND CASE MANAGEMENT SERVICES IN THE LONG BEACH CITY JAIL, WITH A PRIMARY FOCUS ON THE HIGH FREQUENCY OFFENDERS WITH BACKGROUNDS OF TRAUMA AND IDENTIFIED MENTAL HEALTH AND CASE MANAGEMENT NEEDS.

COMMODITY LINE TOTAL	25,000.00
TAX TOTAL	0.00
GRAND TOTAL	25,000.00

1) W9 FORM MUST BE ON FILE WITH DEPT OF FINANCIAL MANAGEMENT. GO TO WWW.LBPURCHASING.ORG FOR DETAILED DIRECTIONS OR CALL 562-570-6200.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562/570-6200.

**CITY OF LONG BEACH
PURCHASE ORDER – GENERAL CONDITIONS**

1. Issuance of this Purchase Order by City constitutes acceptance of Supplier's offer on the terms and conditions stated herein, and forms a contract.
 2. City will not pay charges for taxes, transportation, boxing, packaging, crating or returnable containers, unless separately stated hereon. All sales, use, excise or similar taxes to be paid by City, must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax under Certificate Number 85-730502K and supplier shall not charge this tax to City.
 3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
 4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
 5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City; but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
 6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and; if Supplier so directs, will be returned at Supplier's expense.
 7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
 8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
 9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any direct losses, but not any consequential damages, sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.
 10. Supplier shall not substitute items without written approval of the City Purchasing Agent or designee.
 11. All license fees for City's use of patented or copyrighted items for items furnished under this Purchase Order shall be included in the Purchase Order price.
 12. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by City within sixty (60) days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Purchase Order, Supplier shall not be entitled to reimbursement for costs incurred due to escalation.
 13. All items or services provided under this Purchase Order shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable sections of the California Code of Regulations. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents from any loss, claim, cause of action, liability, cost or expense, including but not limited to fines, penalties, corrective measures, and attorney's fees, City may sustain by reason of Supplier's failure to comply.
 14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
 15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
 16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
 17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
 18. Any indebtedness of Supplier to City may, at the City's option, be credited against amounts owing by City hereunder.
 19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
 20. Supplier and its subcontractor(s) shall not discriminate against any person in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.
 21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
 22. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
 23. City's purchases are based on its actual needs and requirements; City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
 24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.
- THE FOLLOWING ADDITIONAL CONDITIONS APPLY WHEN SUPPLIER IS TO PERFORM WORK ON THE PREMISES OF CITY:**
25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof, or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
 26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefor, as though such items were being furnished by Supplier under the Purchase Order.
 27. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager the following insurance:
 - a. **COMPREHENSIVE GENERAL LIABILITY:** naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder; \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate.
 - b. **AUTOMOBILE LIABILITY:** \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - c. **WORKERS' COMPENSATION:** As required by the California Labor Code. Self-insurance and self-insured retention must be approved in writing by City and protect City in the same manner and extent as if the policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Supplier shall furnish to City before performance Certificates of Insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. Supplier shall require that its subcontractors comply with this Section. City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, City may terminate the Purchase Order.
 28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
 29. Supplier shall comply with prevailing wage requirements in Chapter 2.87 of the Long Beach Municipal Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.

This information is also available at www.longbeach.gov/purchasing



City of Long Beach
 City Purchasing Agent
 333 W. Ocean Blvd./7th Floor
 Long Beach, CA 90802

PURCHASE ORDER

PAGE: 2

DATE: 03/12/2018
 ** ORIGINAL **

PO NUMBER: DPCM18000223

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

- 2) PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING DOCUMENTS AND PACKAGES RELATED TO THIS ORDER.
- 3) ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.
- 4) SALES TAX ON INVOICES FOR GOODS RECEIVED MUST BE TAXED AT THE CURRENT LOS ANGELES COUNTY RATE.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

 AUTHORIZED SIGNATURE

--- END OF DOCUMENT ---

**CITY OF LONG BEACH
PURCHASE ORDER – GENERAL CONDITIONS**

1. Issuance of this Purchase Order by City constitutes acceptance of Supplier's offer on the terms and conditions stated herein, and forms a contract.
 2. City will not pay charges for taxes, transportation, boxing, packaging, crating or returnable containers unless separately stated hereon. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax under Certificate Number 95-730502K and supplier shall not charge this tax to City.
 3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
 4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
 5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City, but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
 6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense.
 7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
 8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
 9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any direct losses, but not any consequential damages, sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.
 10. Supplier shall not substitute items without written approval of the City Purchasing Agent or designee.
 11. All license fees for City's use of patented or copyrighted items for items furnished under this Purchase Order shall be included in the Purchase Order price.
 12. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by City within sixty (60) days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Purchase Order, Supplier shall not be entitled to reimbursement for costs incurred due to escalation.
 13. All items or services provided under this Purchase Order shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable sections of the California Code of Regulations. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents from any loss, claim, cause of action, liability, cost or expense, including but not limited to fines, penalties, corrective measures, and attorney's fees, City may sustain by reason of Supplier's failure to comply.
 14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
 15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
 16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
 17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
 18. Any indebtedness of Supplier to City may, at the City's option, be credited against amounts owing by City hereunder.
 19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
 20. Supplier and its subcontractor(s) shall not discriminate against any person in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.
 21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
 22. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
 23. City's purchases are based on its actual needs and requirements; City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
 24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.
- THE FOLLOWING ADDITIONAL CONDITIONS APPLY WHEN SUPPLIER IS TO PERFORM WORK ON THE PREMISES OF CITY:**
25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved, and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof, or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
 26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
 27. Supplier shall maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager the following insurance:
 - a. COMPREHENSIVE GENERAL LIABILITY: naming City, its officials, employees and agents as additional insured's for injury to or death of persons or damage to or loss of property arising from or connected to Supplier's performance hereunder, \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate.
 - b. AUTOMOBILE LIABILITY: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - c. WORKERS' COMPENSATION: As required by the California Labor Code, Self-insurance and self-insured retention must be approved in writing by City and protect City in the same manner and extent as if the policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Supplier shall furnish to City before performance Certificates of Insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. Supplier shall require that its subcontractors comply with this Section. City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, City may terminate the Purchase Order.
 28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
 29. Supplier shall comply with prevailing wage requirements in Chapter 2.87 of the Long Beach Municipal Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.

This information is also available at www.longbeach.gov/purchasing



CITY OF LONG BEACH

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4049

Health Information In Compliance With the Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act)

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered
as of April 2, 2018 by and between
The Guidance Center, a 501(c)(3) Corporation
[corporation, partnership, dba], whose business address is
1301 Pine Avenue, Long Beach, CA 90813
(hereinafter referred to as "Business Associate"), and the CITY OF LONG BEACH, a
municipal corporation (hereinafter referred to as "City" or "Covered Entity").

WHEREAS, the City, a municipal corporation under the laws of the State of California, is a single legal entity which has various departments, including a Department of Health and Human Services that provides a multitude of health care and related services, and other departments that may have access to and use individually identifiable health information, such as human resources, a parks, recreation and marine department, a technology department, a fire department with ambulance services, and a police department; and

WHEREAS, in the course of providing health care, related and other services, the City obtains and may share amongst the various City departments protected health information; and

WHEREAS, Business Associate performs particular duties, functions, activities, or services for, or on behalf of the City; and

WHEREAS, Business Associate receives, has access to or creates protected health information in order to perform such duties, functions, activities or services; and

WHEREAS, the City and Business Associate intend to protect the privacy and provide for the security of protected health information in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

NOW, THEREFORE, in consideration of the mutual terms covenants, and conditions in this Agreement, the parties agree as follows:

1. DEFINITIONS. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations, including the Privacy Rule and the Security Rule codified in Title 45, Sections 160-164 of the Code of Federal Regulations, and under the HITECH Act.
2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.
 - A. Non-disclosure. Business Associate agrees to not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
 - B. Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Regulations.
 - C. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by Business Associate in violation of the requirements of this Agreement.
 - D. Notice of Use or Disclosure, Security Incident or Breach. Business Associate agrees to notify the designated privacy official of the Covered Entity of any use or disclosure of protected health information by Business Associate not permitted by this Agreement, any security incident involving electronic protected health information, and any breach of unsecured protected health information without unreasonable delay, but in no case more than thirty (30) days following discovery of breach.
 1. Business Associate shall provide the following information in such notice to Covered Entity:
 - (a) The identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach;
 - (b) A description of the nature of the breach including the types of unsecured protected health information that were involved, the date of the breach and the date of discovery;
 - (c) A description of the type of unsecured protected health information acquired, accessed, used or disclosed in the breach (e.g., full name, social security number, date of birth, etc.);
 - (d) The identity of the person who made and who received

- (if known) the unauthorized acquisition, access, use or disclosure;
- (e) A description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and
 - (f) Any other details necessary for Covered Entity to assess risk of harm to individual(s), including identification of each individual whose unsecured protected health information has been breached and steps such individuals should take to protect themselves.
- 2. Covered Entity shall be responsible for providing notification to individuals whose unsecured protected health information has been disclosed, as well as the Secretary and the media, as required by the HITECH Act.
 - 3. Business Associate agrees to establish procedures to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.
 - 4. The parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful security incidents for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, unsuccessful security incidents include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic public health information.
- E. Reporting of disclosures. Business Associate agrees to report to Covered Entity any use or disclosure of the protected health information not provided for by this Agreement of which it becomes aware.
 - F. Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- G. Availability of Information to City. Business Associate agrees to provide prompt access to protected health information in a designated record set to Covered Entity or, as directed by Covered Entity, to an individual upon Covered Entity's request in order to meet the requirements under 45 CFR § 164.524. If Business Associate maintains an electronic health record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- H. Amendment of Protected Health Information. Business Associate agrees to promptly make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an individual.
- I. Internal Practices. Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, covered entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of the Secretary determining the Business Associate's compliance with the Privacy Rule.
- J. Reporting of Disclosures. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for the City to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with the Privacy Rule, including but not limited to 45 CFR § 164.528, and the HITECH Act.
- K. Availability of Information to Covered Entity. Business Associate agrees to promptly provide to Covered Entity or an individual information collected in accordance with Section 2(j) of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with the Privacy Rule, including but not limited to 45 CFR § 164.528, and the HITECH Act.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Except as otherwise limited in this Agreement, Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. The specific use and disclosure provisions are as follows:

- A. Except as otherwise limited in this Agreement, Business Associate may use protected health information for the proper management and administration of the Business Associate.
 - B. Except as otherwise limited in this Agreement, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - C. Except as otherwise limited in this Agreement, Business Associate may use protected health information to provide data aggregation services to covered entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
 - D. Business Associate may use protected health information to report violations of law to appropriate federal and state authorities, consistent with § 164.502(j)(1).
4. PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.
- A. Business Associate shall not use or disclose protected health information for fundraising or marketing purposes.
 - B. Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information solely relates.
 - C. Business Associate shall not directly or indirectly receive payment or remuneration in exchange for protected health information, except with the prior written consent of Covered Entity and as permitted by law, including HIPAA and the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate.
5. OBLIGATIONS OF COVERED ENTITY.
- A. Notification of Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of covered entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
 - B. Notification of Change or Revocation of Permission. Covered entity shall notify Business Associate of any changes in, or revocation of,

permission by individual to use or disclose protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

C. Notification of Restrictions. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may effect Business Associate's use or disclosure of protected health information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that this restriction is not intended and shall not be construed to limit Business Associate's capacity to use or disclose protected health information for the proper management and administration of the Business Associate or to provide data aggregation services to Covered Entity as provided for and expressly permitted under Section 3 (a), (b), and (c) of this Agreement.

7. TERM AND TERMINATION.

A. *Term.* The term of this Agreement shall be effective upon execution, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Section.

B. *Termination for Cause.* Upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall either:

1. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, the violation shall be reported to the Secretary.

C. *Effect of Termination.*

1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
 2. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.
8. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS.
- Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement with the Covered Entity, available to Covered Entity, at no cost to Covered Entity to testify as witnesses or otherwise, in the event of litigation or administrative proceedings commenced against Covered Entity, its directors, officers, or employees based on a claimed violation of HIPAA, the HIPAA Regulations, the HITECH Act, or other laws relating to security or privacy, except where Business Associate or its subcontractors, employees or agents are named as an adverse party.
9. MISCELLANEOUS.
- A. *References.* A reference in this Agreement to a section in the HIPAA Regulations or the HITECH Act means the section as in effect or as amended.
 - B. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for covered entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and other privacy laws governing protected health information. Amendments must be in writing and signed by the parties to the Agreement.
 - C. *Survival.* The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.

- D. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Regulations and the HITECH Act.
10. LAW. This Agreement shall be governed by and construed pursuant to federal law and the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Business Associate shall comply with all laws, ordinances, rules and regulations of all federal, state and local governmental authorities.
11. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.
12. INDEMNITY.
- A. Business Associate shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents (“Indemnified Parties”), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Business Associate’s breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Business Associate, its officers, employees, agents, subcontractors, or anyone under Business Associate’s control, in the performance of work or services under this Agreement (collectively “Claims” or individually “Claim”).
- B. In addition to Business Associate’s duty to indemnify, Business Associate shall have a separate and wholly independent duty to defend Indemnified Parties at Business Associate’s expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Business Associate shall be required for the duty to defend to arise. City shall notify Business Associate of any Claim, shall tender the defense of the Claim to Business Associate, and shall assist Business Associate, as may be reasonably requested, in the defense. .
13. AMBIGUITY. In the event of any conflict or ambiguity in this Agreement, such ambiguity shall be resolved in favor of a meaning that complies and is consistent with HIPAA, HIPAA Regulations, the HITECH Act and California law.
14. COSTS. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies

hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees and court costs, including appeals.

15. NOTICES. Any notice or approval required hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Business Associate at the address first stated herein, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attention: Director, Health Department. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.
16. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
17. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 12 and 14 prior to termination or expiration of this Agreement, and shall not extinguish any warranties hereunder.
18. ADVERTISING. Business Associate shall not use the name of City, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager or designee.
19. THIRD PARTY BENEFICIARY. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all of the formalities required by law as of the date first stated herein.

The Guidance Center
(Name of Business Associate)

a 501(c)(3) Corporation
(corporation, partnership, individual)

March 28, 2018

By Patricia Costales

Title: CEO

_____, 20__

By _____

Title: _____

CITY OF LONG BEACH, a municipal corporation

4/16, 2018

By [Signature]
City Manager or designee

"City"

The foregoing Agreement is hereby approved as to form this 3rd day of April, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy



Child & Family Mental Health
PROVIDING HELP AND HOPE SINCE 1946

HEADQUARTERS
1301 Pine Avenue
Long Beach, CA 90813
562.595.1159 tel
562.490.9759 fax

Clinician in Jail Pilot Program Scope of Work

Submitted by CEO Patricia Costales, LCSW
March 29, 2018

I am pleased to submit this scope of work for the Clinician in Jail Pilot Program, a partnership between the City of Long Beach Innovation Team, the Long Beach Police Department, and The Guidance Center.

Overview

The Long Beach Innovation Team (i-team) conducted considerable research aiming to understand the experience and needs of high frequency offenders who interact regularly with public safety services. Through these efforts, i-team was able to identify a pattern of unmet mental health and case management needs within the high frequency offender population. To meet this need, the Clinician in Jail Pilot Program has been proposed. Per this partnership, The Guidance Center will provide mental health and case management services in the Long Beach City Jail, with a primary focus on the high frequency offenders with backgrounds of trauma and identified mental health and case management needs.

Objectives

1. Reduce the recidivism of identified high frequency offenders in the Long Beach City Jail, through the provision of mental health and case management services;
2. Prevent generational patterns of incarceration and trauma by identifying associated family members, particularly children, who may benefit from mental health services and offer those linkages as appropriate;
3. Reserve limited law enforcement resources, by providing necessary 5150 evaluations within the jail as needed, eliminating the need for a MET call and maintaining those resources in the field.

Scope of Work

The Guidance Center will provide mental health and case management services through the development of a two-person team of licensed clinicians. The clinicians will each be placed within the jail 50% time, to be funded by the City of Long Beach i-team, and 50% time in the field to be funded by The Guidance Center. All clinical services will be overseen by an experienced Guidance Center clinical supervisor.

Duties within the jails will include:

1. Complete a thorough biopsychosocial assessment of patients that includes an evaluation of needs and resource gaps with opportunities for linkages to services upon release from jail;
2. Participate in pre-release planning and attend Multi-Disciplinary Team meetings as needed that include active referrals and linkages to necessary resources in the community, mental health and otherwise;
3. As indicated and appropriate, identify any associated family members, particularly children, who may benefit from mental health and case management services and provide those linkages;
4. Conduct risk assessment and 5150 evaluations within the jail as needed, initiating psychiatric hospitalization when indicated;
5. As appropriate and possible, follow up post-release with patients and families through the direct provision of mental health and case management services and/or appropriate linkages to those services;
6. Provide consultation and expertise as needed to law enforcement within the jail.
7. Track service provision and outcomes through monthly reports and in person meetings with the Long Beach Police Department, Health Department and i-team to assess and fine tune the program. Tracking and outcomes should include:
 - # of pre-release plans developed
 - # MDT meetings attended
 - # of biopsychosocial assessments completed in jail
 - # resources and linkages to services upon release
 - # of active referrals and linkages completed
 - # of 5150 assessments in jail
 - XX% follow up with patients' post-release
 - Narrative on the various consultation and expertise provided to law enforcement.

Timeline

Following approval of the scope of work and funding structure, The Guidance Center can commence services within one (1) month.

Services will commence on April 2, 2018 for a six (6) month period.

Rates

The rates for these services will be billed as a flat quarterly rate of \$25,000. This rate will include the salary and benefits of one FTE licensed and bilingual clinician (two clinicians at 50% time) and approximately 5% time of one clinical supervisor to provide consultation and support.

The remaining staff time will be funded by The Guidance Center.

Background and Qualifications

The Guidance Center has been a well-reputed mental health service provider in Long Beach for 71 years. We currently treat approximately 3,000 clients annually. Our clients are all very low-income and struggle with issues of poverty, household and community violence, substance abuse, and homelessness. The needs of the jail population will not be new to our organization.

The Guidance Center has a similar partnership to the one proposed here with Miller Children's Hospital. That program is now in its third successful year. We have a team of clinicians based inpatient at the hospital for children with both physical and mental health disorders. Clinicians are part-time inpatient and part-time outpatient, so we can create a continuity of care once the children are discharged from the hospital.

Conclusion

I look very forward to this innovative and exciting partnership. Ideally, we will create a program that sets national standards in how mental health, local government and law enforcement can partner and perform better through collaboration.

If there are any questions with this proposal, please contact me at pcostales@tgclb.org or (562) 485-2271.

Thank you,



Patricia Costales, LCSW
Chief Executive Officer
The Guidance Center