

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1                    SUBCONTRACT FOR VETERANS AND MENTAL HEALTH SERVICES

2    **30839**

3                    THIS SUBCONTRACT FOR VETERANS AND MENTAL HEALTH  
4 SERVICES (this "Subcontract") is made and entered, in duplicate, as of August 7, 2008  
5 for reference purposes only, pursuant to a minute order adopted by the City Council of  
6 the City of Long Beach at its meeting on August 14, 2007, by and between MENTAL  
7 HEALTH AMERICA OF LOS ANGELES, a California nonprofit corporation  
8 ("Organization"), with offices located at 100 West Broadway, Suite 5010, Long Beach,  
9 California 90802, and the CITY OF LONG BEACH, a municipal corporation (the "City").

10                    WHEREAS, the City has received monies from the County of Los Angeles  
11 ("County") pursuant to Contract Number AO-08-060 for Homeless Veterans Initiative  
12 ("County Contract") for a program that aims to develop a comprehensive service package  
13 to improve and enhance specialized services for homeless veterans in the City; and

14                    WHEREAS, as part of the County Contract, the City desires to enter into  
15 subcontracts with certain organizations that provide veterans and mental health services  
16 to homeless veterans in the City and Organization has been selected as a sub-recipient  
17 of monies under the County Contract; and

18                    WHEREAS, Organization provides veterans and mental health services to  
19 homeless veterans in the City required by the County Contract; and

20                    WHEREAS, the City Council has authorized the City Manager or designee  
21 to enter into a subcontract with Organization that provides the funding within a maximum  
22 amount and program accountability by the City; and

23                    WHEREAS, Organization agrees to perform said services, to provide the  
24 City with the information and supporting documentation required herein, and to comply  
25 with the County Contract;

26                    NOW, THEREFORE, in consideration of the terms and conditions  
27 contained herein, the parties agree as follows:

28                    Section 1. The above recitals are true and correct and the County

1 Contract is incorporated herein by this reference. Organization shall comply fully with the  
2 terms of the County Contract in performing its obligations hereunder and a breach of the  
3 County Contract shall be a breach of this Subcontract.

4 Section 2.

5 A. Organization shall provide veterans and mental health  
6 services to homeless veterans in the City in accordance with the County Contract  
7 and Attachment "A" entitled "Statement of Work", Attachment "B" entitled "Budget",  
8 Attachment "C" entitled "Health Information in Compliance with the Health  
9 Insurance Portability and Accountability Act of 1996 Agreement (HIPAA)", together  
10 with Exhibits G-3, H and I from the County Contract, all of which are incorporated  
11 herein by this reference. The County Contract has been separately provided to  
12 Organization and is incorporated herein. The entire County Contract is also on file  
13 with the City Clerk's Office and Organization may obtain a copy of the County  
14 Contract from the City Clerk.

15 B. Organization shall adhere to all policies, procedures, rules  
16 and regulations established by the County and sources including but not limited to  
17 the Los Angeles County Code, all applicable Federal, State, and local laws, rules,  
18 regulations, ordinances, and directives, this Subcontract and the County Contract.

19 Section 3. The term of this Subcontract shall commence at midnight on  
20 July 21, 2008 and, unless sooner terminated as provided herein, shall terminate at 11:59  
21 p.m. July 20, 2009.

22 Section 4.

23 A. Organization shall maintain cash reserves equivalent to three  
24 (3) months of funding necessary to provide services under this Subcontract.

25 B. Total disbursements made to Organization under this  
26 Subcontract by the City shall not exceed Twenty-Five Thousand Dollars  
27 (\$25,000.00) over the term of this Subcontract. These funds shall be used to  
28 provide services within the City. Upon execution of this Subcontract, the City shall

1 disburse the funds payable hereunder in due course of payments following receipt  
2 from Organization of billing statements in a form approved by the City showing  
3 expenditures and costs identified in Attachment "B".

4 C. The City shall pay to Organization the amounts specified in  
5 Attachment "B" for the categories, criteria and rates established in that  
6 Attachment. Organization may, with the prior written approval of the Director of  
7 the City's Department of Health and Human Services, or his designee, make  
8 adjustments within and among the categories of expenditures in Attachment "B"  
9 and modify the performance to be rendered hereunder stated in Attachment "A";  
10 provided, however, that such adjustment(s) in expenditures shall not cause the  
11 amount of the total budget stated in Attachment "B" to be exceeded.

12 D. Organization shall prepare quarterly invoices and reports and  
13 submit them to the City within ten (10) days after the end of the quarter in which  
14 Organization provided services. Organization shall attach cancelled checks and  
15 other documentation supporting the charges to each invoice. Failure to submit an  
16 invoice and its accompanying documentation within the 10-day period may result  
17 in late payment or no payment from the City. Submission of incorrect invoices with  
18 ineligible/inallocable expenses or inadequate documentation shall result in a  
19 Disallowed Cost Report. The Disallowed Cost Report is intended to provide detail  
20 to Organization for the purpose of communicating disallowed costs due to reasons  
21 of insufficient source documentation, ineligible expenses, exceeded line items, and  
22 other similar reasons. In the event that an item is disallowed in the invoice,  
23 Organization will be permitted to resubmit the disallowed costs along with  
24 adequate source documentation, other eligible expenses, and the like in the next  
25 invoice. The City reserves the right to refuse payment of an invoice (a) received  
26 by it thirty (30) days after Organization provided the services relating to that  
27 invoice; (b) including inallocable or ineligible expenses; or (c) for the unauthorized  
28 expense of funds requiring written approval for budget changes or modifications.

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E. No later than ten (10) days after the completion of each twelve-month period ("Operational Year") during the term of this Subcontract, Organization shall submit to the City a final invoice, scope of work, and quarterly status reports certified by one of Organization's officers or by its Executive Director. The City reserves the right to refuse payment of any outstanding invoice if Organization fails to submit a final invoice and reports within ten (10) days of the end of the Operational Year.

F. If the City is unable to draw down funds from the County for reimbursement to Organization due to failure of Organization to submit required fiscal and programmatic documents within ten (10) days after the end of the Operational Year, the City cannot guarantee payment to Organization. The City will not be obligated to pay Organization for costs incurred unless the County releases funds to the City. For this reason, failure of Organization to submit the final invoice and reports within ten (10) days after the end of the Operational Year may result in loss of reimbursement of funds.

G. The City reserves the right to withhold payment of an invoice pending satisfactory completion of an audit, as determined by the City in its sole discretion, or Organization's cure of a breach of or noncompliance with this Subcontract, as determined by the City in its sole discretion, after being notified of such breach by the City.

H. All reimbursement by the City is contingent upon the City's receipt of funds from the County. The City reserves the right to refuse payment of an invoice until such time as it receives funds from the County sufficient to cover the expenses in the invoice.

Section 5.

A. Organization's records relating to the performance of this Subcontract shall be kept in accordance with generally accepted accounting principles and in the manner prescribed by the City. Organization's records shall

1 be current and complete. The City and the County, and their respective  
2 representatives, shall have the right to examine, copy, inspect, extract from, and  
3 audit financial and other records related, directly or indirectly, to this Subcontract  
4 during Organization's normal business hours to include announced and  
5 unannounced site visits during the term of this Subcontract and thereafter. If  
6 examination of these financial and other records by the City and/or the County  
7 reveals that Organization has not used these funds for the purposes and on the  
8 conditions stated in this Subcontract, then Organization covenants, agrees to and  
9 shall immediately repay all or that portion of the funds which were improperly  
10 used. If Organization is unable to repay all or that portion of the funds, then City  
11 will terminate all activities of Organization under this Subcontract and pursue  
12 appropriate legal action to collect the funds. Alternatively, to the extent the City  
13 has been refusing payment of any invoices, the City may continue to withhold such  
14 funds equal to the amount of improperly used funds, regardless of whether the  
15 funds being withheld by the City were improperly used.

16 B. In addition, Organization shall provide any information that the  
17 City Auditor and other City representatives require in order to monitor and evaluate  
18 Organization's performance hereunder. The City reserves the right to review and  
19 request copies of all documentation related, directly or indirectly, to the program  
20 funded by this Subcontract, including by way of example but not limited to case  
21 files, program files, policies and procedures. Organization shall provide all reports,  
22 documents or information requested by the City within three (3) days after receipt  
23 of a written or oral request from a City representative, unless a longer period of  
24 time is otherwise expressly stated by said representative.

25 Section 6.

26 A. In the performance of this Subcontract, Organization shall not  
27 discriminate against any employee, applicant for employment or service, or  
28 subcontractor because of race, color, religion, national origin, sex, sexual

1 orientation, gender identity, AIDS, AIDS related condition, age, disability or  
2 handicap. Organization shall take affirmative action to assure that applicants are  
3 employed or served, and that employees and applicants are treated during  
4 employment or services without regard to these categories. Such action shall  
5 include but not be limited to the following: employment, upgrading, demotion or  
6 transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay  
7 or other forms of compensation; and selection for training, including  
8 apprenticeship.

9 B. Organization shall permit access by the City or any other  
10 agency of the County, State or Federal governments to Organization's records of  
11 employment, employment advertisements, application forms and other pertinent  
12 data and records for the purpose of investigation to ascertain compliance with the  
13 fair employment practices provisions of this Subcontract.

14 Section 7.

15 A. In performing services hereunder, Organization is and shall  
16 act as an independent contractor and not as an employee, representative or agent  
17 of the City. Organization's obligations to and authority from the City are solely as  
18 prescribed herein. Organization expressly warrants that it will not, at any time,  
19 hold itself out or represent that Organization or any of its agents, volunteers,  
20 subscribers, members, officers or employees are in any manner officials,  
21 employees or agents of the City. Organization shall not have any authority to bind  
22 the City for any purpose.

23 B. Organization acknowledges and agrees that (a) the City will  
24 not withhold taxes of any kind from Organization's compensation; (b) the City will  
25 not secure workers' compensation or pay unemployment insurance to, for or on  
26 Organization's behalf; and (c) the City will not provide and Organization and  
27 Organization's employees are not entitled to any of the usual and customary  
28 rights, benefits or privileges of City employees.

1           Section 8. This Subcontract contemplates the personal services of  
2 Organization and Organization's employees. Organization shall not delegate its duties or  
3 assign its rights hereunder, or any interest herein or any portion hereof, without the prior  
4 written consent of the City. Any attempted assignment or delegation shall be void, and  
5 any assignee or delegate shall acquire no right or interest by reason of such attempted  
6 assignment or delegation.

7           Section 9. Organization shall indemnify and hold harmless the City, its  
8 Boards, Commissions, and their officials, employees and agents (collectively in this  
9 Section "City") against any and all liability, claims, demands, damage, causes of action,  
10 proceedings, penalties, loss, costs and expenses (including attorney's fees, court costs,  
11 and expert and witness fees) (collectively "Claims" or Individually "Claim") arising, directly  
12 or indirectly, out of any negligent act or omission of Organization, its officers, employees,  
13 agents, subcontractors or anyone under Organization's control (collectively "Indemnitor"),  
14 breach of this Subcontract by Organization, misrepresentation or willful misconduct by  
15 Indemnitor, and Claims by any employee of Indemnitor relating in any way to workers'  
16 compensation. Independent of the duty to indemnify and as a free-standing duty on the  
17 part of Organization, Organization shall defend the City and shall continue such defense  
18 until the Claim is resolved, whether by settlement, judgment or otherwise. Organization  
19 shall notify the City of any Claim within twenty-four (24) hours. Likewise, the City shall  
20 notify Organization of any Claim, shall tender the defense of such Claim to Organization,  
21 and shall assist Organization, as may be reasonably requested, in such defense.

22           Section 10.

23           A. Organization shall procure and maintain at Organization's  
24 expense (which expense may be submitted to the City for reimbursement from  
25 funds allocated to Organization if itemized on Attachment "B") for the duration of  
26 this Subcontract the following insurance and bond against claims for injuries to  
27 persons or damage to property that may arise from or in connection with the  
28 performance of this Subcontract by Organization, its agents, representatives,

1 employees, volunteers or subcontractors.

2 (1) Commercial general liability insurance (equivalent in  
3 scope to ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not  
4 less than One Million Dollars (\$1,000,000) per occurrence and Two Million  
5 Dollars (\$2,000,000) general aggregate. Such coverage shall include but  
6 not be limited to broad form contractual liability, cross liability, independent  
7 contractors liability, and products and completed operations liability. The  
8 City, its Boards and Commissions, and their officials, employees, and  
9 agents shall be named as additional insureds by endorsement (on City's  
10 endorsement form or on an endorsement equivalent in scope to ISO form  
11 CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no  
12 special limitations on the scope of protection given to the City, its Boards  
13 and Commissions and their officials, employees and agents.

14 (2) Workers' Compensation insurance as required by the  
15 California Labor Code.

16 (3) Employer's liability insurance in an amount not less  
17 than One Million Dollars (\$1,000,000) per claim.

18 (4) Professional liability or errors and omissions insurance  
19 in an amount not less than One Million Dollars (\$1,000,000) per claim.

20 (5) Commercial automobile liability insurance (equivalent  
21 in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto)  
22 in an amount not less than One Million Dollars (\$1,000,000) combined  
23 single limit per accident.

24 (6) Blanket Honesty Bond in an amount equal to at least  
25 fifty percent (50%) of the total amount to be disbursed to Organization  
26 hereunder or Twenty-five Thousand Dollars (\$25,000), whichever is less, to  
27 safeguard the proper handling of funds by employees, agents or  
28 representatives of Organization who sign as the maker of checks or drafts



1 or in any manner authorize the disbursement or expenditure of said funds.  
2 If delivering services to minors, seniors, or persons with disabilities,  
3 Organization's Commercial General Liability insurance shall not exclude coverage for  
4 abuse and molestation. If Organization is unable to provide abuse and molestation  
5 coverage, it can request a waiver of this coverage from the City. The City's Risk  
6 Manager will consider waiving the requirement if Organization can demonstrate to the  
7 satisfaction of the City's Risk Manager that Organization has no exposure, that the  
8 coverage is unavailable or that the coverage is unaffordable. If a request for a waiver is  
9 desired, Organization must submit a signed document on Organization's letterhead to the  
10 Director of the City's Department of Health and Human Services, who will forward it to the  
11 City's Risk Manager, providing reasons why the insurance coverage should be waived.  
12 Waivers will be considered on a case by case basis.

13 B. Any self-insurance program, self-insured retention or  
14 deductible must be separately approved in writing by the City's Risk Manager or  
15 his/her designee and shall protect the City, its Boards and Commissions, and their  
16 officials, employees and agents in the same manner and to the same extent as  
17 they would have been protected had the policy or policies not contained retention  
18 or deductible provisions. Each insurance policy shall be endorsed to state that  
19 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
20 days prior written notice to the City, and shall be primary and not contributing to  
21 any other insurance or self-insurance maintained by the City. Organization shall  
22 notify the City in writing within five (5) days after any insurance required herein has  
23 been voided by the insurer or cancelled by the insured.

24 C. Organization shall require that all contractors and  
25 subcontractors that Organization uses in the performance of services hereunder  
26 maintain insurance in compliance with this Section unless otherwise agreed in  
27 writing by the City's Risk Manager or his/her designee.

28 D. Prior to the start of performance or payment of first invoice,

1 Organization shall deliver to the City certificates of insurance and required  
2 endorsements for approval as to sufficiency and form. The certificate and  
3 endorsements for each insurance policy shall contain the original signature of a  
4 person authorized by that insurer to bind coverage on its behalf. In addition,  
5 Organization shall, within thirty (30) days prior to expiration of the insurance  
6 required herein, furnish to the City certificates of insurance and endorsements  
7 evidencing renewal of such insurance. The City reserves the right to require  
8 complete certified copies of all policies of Organization and Organization's  
9 contractors and subcontractors, at any time. Organization shall make available to  
10 the City's Risk Manager or his/her designee during normal business hours all  
11 books, records and other information relating to the insurance coverage required  
12 herein.

13 E. Any modification or waiver of the insurance requirements  
14 herein shall only be made with the approval of the City's Risk Manager or his/her  
15 designee. Not more frequently than once a year, the City's Risk Manager or  
16 his/her designee may require that Organization, Organization's contractors and  
17 subcontractors change the amount, scope or types of coverages required herein if,  
18 in his or her sole opinion, the amount, scope or types of coverages herein are not  
19 adequate.

20 F. The procuring or existence of insurance shall not be  
21 construed or deemed as a limitation on liability relating to Organization's  
22 performance or as full performance of or compliance with the indemnification  
23 provisions of this Subcontract.

24 Section 11.

25 A. Organization shall provide reports as required by the City and  
26 the County and as required herein.

27 B. In addition to, and not in substitution for, other terms of this  
28 Subcontract regarding the provision of services, Organization shall not:

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(1) Represent that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes that is supervised or controlled by or in connection with a religious or denominational institution or organization.

(2) In connection with costs of its services hereunder, engage in the following conduct:

(a) discriminate against any employee or applicant for employment on the basis of religion;

(b) discriminate against any person seeking housing or related supportive services only on the basis of religion or limit such services or give preference to persons on the basis of religion;

(c) provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services or the use of facilities and furnishings;

(3) The portion of the facility used for housing or supportive services only assisted in whole or in part under this Subcontract or in which services are provided that are assisted under this Subcontract shall contain no sectarian religious symbols or decorations.

C. Organization certifies that it will comply with all documents, policies, procedures, rules, regulations and codes identified in Section 2 of this Subcontract, and such other requirements as may from time to time be promulgated by the County.

D. Organization shall execute a Contractor Non-Employee Acknowledgement and Confidential Agreement in the form shown on Exhibit "G-3" from the County Contract.

E. Organization shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law as set forth in Exhibit "I" from

1 the County Contract.

2 Section 12. Organization certifies that it has established a Drug-Free  
3 Awareness Program in compliance with Government Code Section 8355, that it has  
4 given a copy of said Program to each employee who performs services hereunder, that  
5 compliance with the Program is a condition of employment, and that it has published a  
6 statement notifying employees that unlawful manufacture, distribution, dispensation,  
7 possession or use of a controlled substance is prohibited and action will be taken for  
8 violation.

9 Section 13. The City shall facilitate the submission of all reports required  
10 by the County based on information submitted by Organization to the City. The City shall  
11 act as the primary contact for Organization to the County for services provided under this  
12 Subcontract. The City shall facilitate directly to the County the submission of any  
13 information related to all financial and programmatic matters in this Subcontract, including  
14 but not limited to reimbursements of funds, requests for changes to Organizations'  
15 budget, and requests for changes to Organization's Statement of Work.

16 Section 14. All notices required hereunder shall be in writing and  
17 personally delivered or deposited in the U.S. Postal Service, certified mail, return receipt  
18 requested, to the City at 2525 Grand Avenue, Long Beach, California 90815 Attn:  
19 Homeless Services Officer, Bureau of Human and Social Services, and to Organization  
20 at the address first stated herein. Notice shall be deemed given on the date personal  
21 delivery is made or the date shown on the return receipt, whichever is earlier. Notice of  
22 change of address shall be given in the same manner as stated herein for other notices.

23 Section 15. The City Manager or his/her designee is authorized to  
24 administer this Subcontract and all related matters, and any decision of the City Manager  
25 or designee in connection herewith shall be final.

26 Section 16. Organization shall have the right to terminate this Subcontract  
27 at any time for any reason by giving thirty (30) days' prior notice of termination to the City,  
28 and the City shall have the right to terminate all or any part of this Subcontract at any

1 time for any reason or no reason by giving five (5) days' prior notice to Organization. If  
2 either party terminates this Subcontract, all funds held by Organization under this  
3 Subcontract which have not been spent on the date of termination shall be returned to  
4 the City.

5 Section 17. This Subcontract, including all exhibits and attachments  
6 hereto, constitutes the entire understanding of the parties and supersedes all other  
7 agreements, oral or written, with respect to the subject matter herein. This Subcontract  
8 shall not be amended, nor any provision or breach hereof waived, except in writing by the  
9 parties that expressly refers to this Subcontract.

10 Section 18. The acceptance of any service or payment of any money by  
11 the City shall not operate as a waiver of any provision of this Subcontract, or of any right  
12 to damages or indemnity stated herein. The waiver of any breach of this Subcontract  
13 shall not constitute a waiver of any other or subsequent breach of this Subcontract.

14 Section 19. This Subcontract shall be governed by and construed  
15 pursuant to the laws of the State of California, without regard to conflicts of law principles.

16 Section 20. In the event of any conflict or ambiguity between this  
17 Subcontract and one or more attachments, the provisions of this Subcontract shall  
18 govern.

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

MENTAL HEALTH AMERICA OF LOS ANGELES, a California nonprofit corporation

8/26/08, 2008

By Richard Van Horn

Richard Van Horn  
Type or Print Name

August 25, 2008

By Julia R. Scalise

Julia R. Scalise  
Type or Print Name

"Organization"

CITY OF LONG BEACH, a municipal corporation

Sept. 15, 2008

By [Signature] Assistant City Manager

[Signature]  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 501 OF THE CITY CHARTER.

This Subcontract is approved as to form on September 3, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

**Attachment “A”**


**City of Long Beach  
Veterans and Mental Health Services 2008 - 2009  
Statement of Work**

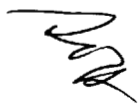
**AGENCY NAME:** Mental Health America of Los Angeles

**CONTRACT NUMBER:** \_\_\_\_\_

**Program Objective:** Conduct mental health clinical assessments to homeless veterans who are referred by the Long Beach Continuum of Care system providers, including the Veterans Specific Case Manager, Veterans Specific Outreach Worker, and Mental Health Coordinator.

Goals:	Total Goals (1-Year)	QUARTER 1 7/1-9/30		QUARTER 2 10/1-12/31		QUARTER 3 1/1-3/31		QUARTER 4 4/1-6/30	
		Actual	Cumulative	Actual	Cumulative	Actual	Cumulative	Actual	Cumulative
1. Provide mental health assessments, including psychiatric assessment, consultation, and coordination of referrals and service/support needs, to homeless veterans	75 - 100								
<b>Total Unduplicated Clients Served:</b>	<b>75-100</b>								

Initial Here: 



ATTACHMENT A  
PAGE 1 OF 2 PAGES



**STATEMENT OF WORK  
VETERANS AND MENTAL HEALTH SERVICES**

Mental Health America of Los Angeles (MHALA) - \$25,000

MHALA will provide a 0.2 FTE Nurse Practitioner for a total cost for salary and employee benefits of \$25,000, to conduct mental health clinical assessments aimed at identifying mental health issues to seventy-five (75) to one-hundred (100) homeless veterans identified by the Long Beach Continuum of Care system providers (the Long Beach Continuum of Care System is comprised of all Department of Housing and Urban Development funded agencies and some non-funded agencies participating in a citywide effort to coordinate homeless service planning and service system) and the Outreach Worker and/or Case Manager as having serious mental health needs in the City of Long Beach.

Services will be provided through MHALA's Homeless Assistance Program (HAP), which is the only service specifically for homeless people with mental illness in the City of Long Beach. HAP has a long history of partnership with the City of Long Beach and currently collaborates on outreach services and housing placement with the City of Long Beach and the Multi-Service Center.

HAP will provide clinical assessment services to homeless veterans who are referred by the Mental Health Coordinator, Case Manager or Outreach Worker as exhibiting mental health issues.

HAP's licensed nurse practitioner will provide psychiatric assessment and consultation, including medication consultation, to clients. The nurse practitioner will coordinate and consult with other HAP clinical and case management staff on referrals and other service/support needs, including the Case Manager and the VA for long-term assistance, if needed. HAP will serve a minimum of three (3) clients per week.

# Attachment “B”

**CITY OF LONG BEACH  
Veterans and Mental Health Services 2008-2009**

Program Budget for           Mental Health America of Los Angeles           City Contract # \_\_\_\_\_

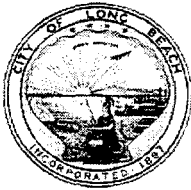
ITEM/PERSONNEL	ALLOCATION	BUDGET JUSTIFICATION
1. Nurse Practitioner - 0.2 FTE	\$20,000	Psychiatric assessment and consultation, including medication consultation, to clients. Coordinate and consult with other HAP clinical and case management staff on referrals and other service/support needs.
2. Benefits (25%)	\$5,000	Employee Benefits
<b>TOTAL PERSONNEL</b>	<b>\$25,000</b>	<b>Total Personnel to be Reimbursed</b>
<b>TOTAL PROGRAM BUDGET/CLB CONTRACT</b>	<b>\$25,000</b>	<b>Total Program Amount to be Reimbursed</b>

LAC HVI 2008-2009

Initial Here:     RVK    

ATTACHMENT .....**B**.....  
PAGE .....**1**..... OF .....**1**..... PAGES

# Attachment “C”



# CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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)

### BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered as of August 7, 2008 by and between Mental Health America of Los Angeles, a California [corporation, ~~xxxx partnership, xxxxxxxx~~], whose business address is 100 West Broadway, Suite 5010, Long Beach, CA 90802 (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 has a Department of Health that provides a multitude of health care and related services; and

WHEREAS, in the course of providing health care and related services the City obtains protected health information; and

WHEREAS, Business Associate performs particular duties and/or provides particular services to the City; and

WHEREAS, the City wishes to disclose some information to Business Associate, some of which may contain protected health information; 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 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws, including, but not limited to Title 45, Section 164.504(e) of the Code of Federal Regulations.

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 Privacy Rule codified in Title 45, Sections 160-164 of the Code of Federal Regulations.
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.
  - 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.

ATTACHMENT C

PAGE 1 OF 7 PAGES

- d. 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.
  - e. 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.
  - f. 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.
  - g. 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.
  - h. 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.
  - i. 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 45 CFR § 164.528.
  - j. 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(i) 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 45 CFR § 164.528.
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 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. 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.

5. 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.

6. 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 Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  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 are feasible, Covered Entity shall report the violation 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.



7. 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 or other laws relating to security or privacy, except where Business Associate or its subcontractors, employees or agents are named as an adverse party.
8. MISCELLANEOUS
  - a. *References.* A reference in this Agreement to a section in the Privacy Rule 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 and the Health Insurance Portability and Accountability Act of 1996. 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 Privacy Rule.
9. 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.
10. 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.
11. INDEMNITY. Business Associate shall protect, defend, indemnify and hold City, its officials, employees, and agents (collectively in this Section referred to as "City") harmless from and against any and all claims, demands, causes of action, losses, damages, and liabilities, whether or not reduced to judgment, which may be asserted against City arising from or attributable to or caused directly or indirectly by Business Associate, Business Associate's employees, or agents in the performance of the duties under this Agreement or any alleged negligent or intentional act, omission or misrepresentation by Business Associate, Business Associate's employees or agents, which act, omission or misrepresentation is connected in any way with performance of the duties under this Agreement. If it is necessary for purposes of resisting, adjusting, compromising, settling, or defending any claim, demand, cause

of action, loss, damage, or liability, or of enforcing this provision, for City to incur or to pay any expense or cost, including attorney's fees or court costs, Business Associate agrees to and shall reimburse City within a reasonable time. Business Associate shall give City notice of any claim, demand, cause of action, loss, damage or liability within ten (10) calendar days.

12. 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 and California law.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

Mental Health America of Los Angeles  
(Name of Business Associate)

a California Corporation  
(corporation, partnership, individual)

8/26, 2008

By Richard Van Horn  
Title: Richard Van Horn *President*

August 26, 2008

By Frederic B. Sealie  
Title: Secretary

CITY OF LONG BEACH, a municipal corporation

Sept. 15, 2008

By [Signature] **Assistant City Manager**  
City Manager or designee **EXECUTED PURSUANT TO SECTION 501 OF THE CITY CHARTER.**  
"City"

The foregoing Agreement is hereby approved as to form this 3<sup>rd</sup> day of September, 2008

ROBERT E. SHANNON,  
City Attorney or designee

By [Signature]  
Deputy

# Exhibit “G-3”

**EXHIBIT G-3**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.  
Work cannot begin on the Contract until County receives this executed document.)

Contractor Name City of Long Beach Contract No. AO-08-060

Non-Employee Name MHALA - Shannon Legere

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_



DATE: 6/26/08

PRINTED NAME: Shannon Legere

POSITION: HAP Director

SUBCONTRACTOR: Mental Health America of Los Angeles (MHALA)

CONTRACTOR: City of Long Beach

CONTRACT NO.: AO-08-060

**EXHIBIT G-3**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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Contractor Name City of Long Beach Contract No. AO-08-060

Non-Employee Name MHALA - Sarah Tower

**GENERAL INFORMATION:**

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

SIGNATURE:   
DATE: 06/25/08  
PRINTED NAME: Sarah Tovar  
POSITION: Associate Director

SUBCONTRACTOR: Mental Health America of Los Angeles (MHALA)

CONTRACTOR: City of Long Beach

CONTRACT NO.: AO-08-060



**EXHIBIT G-3**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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Contractor Name City of Long Beach Contract No. AO-08-060

Non-Employee Name MHALA - Tim Monaisse

**GENERAL INFORMATION:**

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

SIGNATURE: Tim Morriss  
DATE: 6/25/08

PRINTED NAME: Tim Morriss PMH/PP

POSITION: Psychiatric Nurse Practitioner

SUBCONTRACTOR: Mental Health America of Los Angeles (MHALA)

CONTRACTOR: City of Long Beach

CONTRACT NO.: AO-08-060

EXHIBIT G-3

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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Contractor Name City of Long Beach Contract No. AO-08-060

Non-Employee Name MHALA - Henry Ponce

**GENERAL INFORMATION:**

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

SIGNATURE:

  
DATE: 8/19/08

PRINTED NAME:

Henry Ponce

POSITION:

PSC

SUBCONTRACTOR: Mental Health America of Los Angeles (MHALA)

CONTRACTOR: City of Long Beach

CONTRACT NO.: AO-08-060

**EXHIBIT G-3**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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Contractor Name City of Long Beach Contract No. AO-08-060

Non-Employee Name MHALA - HERB LIMOGIES

**GENERAL INFORMATION:**

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

SIGNATURE: Herbert R. Limoges  
DATE: 08/19/08

PRINTED NAME: HERBERT R. LIMOGES

POSITION: Service Coordinator

SUBCONTRACTOR: Mental Health America of Los Angeles (MHALA)

CONTRACTOR: City of Long Beach

CONTRACT NO.: AO-08-060

**EXHIBIT G-3**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name City of Long Beach Contract No. AO-08-060

Non-Employee Name MHALA - Tania Heysen

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

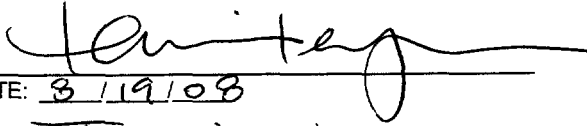
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied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

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

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

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

SIGNATURE:

  
DATE: 3/19/08

PRINTED NAME:

Tania Heyser

POSITION:

PSC

SUBCONTRACTOR: Mental Health America of Los Angeles (MHALA)

CONTRACTOR: City of Long Beach

CONTRACT NO.: AO-08-060



**EXHIBIT G-3**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name City of Long Beach Contract No. AO-08-060

Non-Employee Name MHALA - Oscar Pabico

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE:



DATE: 06/18/08

PRINTED NAME:

OSCAR M PABICO

POSITION:

ACCOUNTING MANAGER

SUBCONTRACTOR: Mental Health America of Los Angeles (MHALA)

CONTRACTOR: City of Long Beach

CONTRACT NO.: AO-08-060

# Exhibit “H”

**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to

the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
  6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief executive officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

#### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

#### **2.203.050 Other Provisions.**

- A. **Administration.** The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. **Compliance Certification.** At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

### **2.203.070. Exceptions.**

- A. **Other Laws.** This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. **Collective Bargaining Agreements.** This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. **Small Business.** This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

# Exhibit “I”

**SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website: [www.babysafela.org](http://www.babysafela.org)



# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

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

[www.babysafe.org](http://www.babysafe.org)



# Safely Surrendered Baby Law



Babies can  
be safely  
surrendered  
to staff at any  
hospital or fire  
station in  
Los Angeles  
County.

## 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.**

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## 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 business reply 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 ankle 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.

