

ITEM 9 ATTACHMENT 1
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of Calabasas / San Fernando Valley Community Health Center, Incorporated)

1.0 IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Calabasas, a California municipal corporation (“City”), and San Fernando Valley Community Mental Health Center, Incorporated, a California corporation, a nonprofit (“Consultant”) (collectively, “parties”).

2.0 RECITALS

2.1 City has determined that it requires the following professional services from a consultant: Interim Housing Program services, as described below.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3.0 TERM

The term of this Agreement shall commence on September 15, 2021 and shall terminate September 14, 2022 unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with this Agreement. This Agreement may be extended by two, separate one-year options, upon mutual written consent of the City and Consultant.

4.0 SCOPE OF WORK

The Interim Housing Services Provider (“Provider” is used interchangeably with “Consultant”) will be the day-to-day operator of the Interim Housing Program (Program).

The Provider’s responsibilities shall include, but are not limited to, the following:

- Provide high quality Intensive Case Management Services (ICMS) and health/mental health care monitoring in an interim housing facility to clients of the Program.
- In conjunction with the City of Calabasas, develop/update and implement detailed policies and procedures for the Program.

- Establish and maintain positive and collaborative relationships with physical health and behavioral health providers, other supportive services providers, and public agencies to assist clients during their transition to interim and permanent housing.

The City is responsible for identifying clients who will be referred to the Program. Clients' level of needs will be assessed using recognized vulnerability assessment tools (e.g., VI-SPDAT or CES Packet Tool) to determine their acuity score, chronic medical conditions, housing status, and to see if they are current high utilizers of services. All clients will be further assessed for linkages to appropriate longer term services which includes City and County Housing Authorities, Section 8 and other housing subsidies, etc. Clients will be patients who are homeless, have a chronic illness or disability, or are a high utilizer of City services. The Program is expected to serve clients with high levels of service needs who require low barrier access to interim housing.

5.0 SPECIFIC SERVICES TO BE PROVIDED

During the term of this Work Order, Consultant shall provide ICMS consistent with laws, regulations, current health and behavioral health best practices and standards, and the City's Supportive Agreement to clients referred by the City.

Specifically, Consultant shall provide ICMS that include, but are not limited to, the following activities and responsibilities:

5.1 Outreach and Engagement

- 5.1.1 Process and accept referrals from the City and other service providers as directed by the City.
- 5.1.2 Obtain all appropriate consents and authorizations for client participation in the program and for ICMS staff to communicate effectively with other service providers/agencies to assist clients with linkages to services and resources, benefits acquisition, coordination of services, client advocacy, etc.

5.2 Intake and Assessment

- 5.2.1 Conduct intake and assessment activities with clients, including completing program intake and assessment forms.
- 5.2.2 During intake, orient clients to all Program guidelines and expectations.
- 5.2.3 Develop and implement a consent to participate in the Provider's interim housing activities related to working on permanent housing goals and ensure that each client completes this form as part of the intake process
- 5.2.4 Conduct a comprehensive psychosocial assessment within seven (7) days of the client's arrival at the Program.

5.3 Stabilization Housing

- 5.3.1 Provide stabilization services in an interim housing facility until a permanent housing placement is secured for Program clients.
- 5.3.2 Coordinate clients' move into interim housing and provide an orientation to all clients entering the Program. Client orientation shall include introductions to Program services, staff, other residents, and the on-site providers of health, mental health, and other supportive services. Orientation activities shall also include information on how clients access on-site and/or co-located services and provide a review of Program rules and responsibilities.

5.4 Client Support Services

- 5.4.1 Assist clients with accessing services to address their immediate needs (e.g., lack of identification, income, transportation, medications, and other basic necessities; require referral and linkage to health, behavioral health, and/or other supportive services; etc.).
- 5.4.2 Develop and implement an individualized case management services plan in collaboration with and authorized by the client based on the client's comprehensive psychosocial assessment and/or reassessment. The service plan shall address the needs identified in the assessment and describe client's goals, steps to reach goals, timeframes for completing goals, and disposition of each goal as it is met or changed. Plans shall be regularly updated as appropriate. If client has an established case management services plan with another City service provider, coordinate with the other service provider to support implementation of the plan.
- 5.4.3 Provide referrals and linkages to primary health and behavioral health services and other supportive services as needed. This includes linking clients to medical clinic services and mental health outpatient services that are on-site and/or co-located at the Consultant's facility. Ensure that clients are linked to primary medical and behavioral health homes (if applicable) prior to their discharge from the Program.
- 5.4.4 Coordinate with health and behavioral health providers to facilitate clients' access to and compliance with appropriate follow-up and specialty care services.
- 5.4.5 Assist clients with maintaining medication and treatment regimens.

- 5.4.5.1 Maintain a medication support protocol, adhering to recommended medication monitoring policies and procedures.
- 5.4.5.2 Maintain a list of prescribed medications, managing follow up appointments, discharge summary and instructions, etc. for all clients.
- 5.4.5.3 Maintain sufficient quantities of all prescribed medications.
- 5.4.5.4 Secure durable medical equipment, if needed.
- 5.4.6 Assist clients with obtaining income and/or establishing benefits. This includes assisting clients with securing identification documents (e.g., birth certificate, California Driver's License/ID, Social Security Card, identification issued by Foreign Consulates, etc.) and coordinating the completion and submission of applications for health insurance benefits (e.g., Medi-Cal, Medicare, etc.), disability benefits (e.g., Supplemental Security Income [SSI], Social Security Disability Income [SSDI], etc.), and other sources of financial assistance, (e.g., Unemployment, General Relief [GR], etc.). Provide advocacy on behalf of clients, as appropriate.
- 5.4.7 Provide educational opportunities for clients related to health and wellness, life skills and community participation, including providing a minimum of 10 hours per week of group programming in these areas. Develop and post a monthly calendar of client groups/activities. Consultant shall provide calendar of client groups/activities upon request by City. It is recommended that Providers include weekend and evening programming within their activities schedule. Maintain client sign-in sheets or other record of programming activities.
- 5.4.8 Assist clients with gaining, restoring, improving and/or maintaining daily independent living, social/leisure, budget management, and personal hygiene skills.
- 5.4.9 Provide transportation, as needed, by means of bus fare/pass, agency vehicle(s), or private vendor. Assist clients with increasing their capacity to meet their own transportation needs.
- 5.4.10 Monitor and follow-up with clients and service providers to confirm timely completion of referrals and linkages, access to services, and maintenance of services.
- 5.4.11 Coordinate with permanent housing providers to support the transition of clients to permanent housing including assisting clients with the timely

completion, submission, and coordination of lease agreements and rental assistance applications. This includes gathering documentation (e.g., client identification, income verification, etc.) and all related paperwork required by the housing provider, Housing Authorities, etc.

5.4.12 Facility shall post house rules that include reasons for possible termination/discharge that may include the following: possession of weapons, sexual misconduct, behaviors that are a danger to others or verbally/physically threatening behaviors. Violation of these rules may result in termination of the client with the approval of the City.

5.4.12.1 A client shall not be terminated from the housing facility without prior approval from the City.

5.4.13 Ensure a harm reduction approach is used and that clients are not required to submit to testing/screening for substance and/or alcohol use. Clients shall not be rejected or exited from interim housing due to the lack of sobriety.

5.4.14 Ensure a Housing First approach with no requirements for any preconditions for admittance, nor rejection or exiting of clients from interim housing due to lack of sobriety or income, or based on the presence of mental health issues, disabilities, or other psychosocial challenges.

5.4.15 Ensure a Trauma Informed Care approach while working with clients in interim housing.

5.4.16 Establish and implement a system to address crises 24 hours/7 days.

6.0 FACILITY OPERATIONS

6.1 Accept and admit eligible referrals from the City during the hours of 9:00 a.m. to 6:00 p.m. daily, including weekends and holidays. Exceptions may be requested on a case by case basis by the City. Accept and admit eligible referrals regardless of their lack of sobriety, implementing the Housing First approach embodied in this agreement.

6.2 Ensure clients are permitted to remain in the facility 24 hours/7days.

6.3 Establish a policy and procedure for all entry and exits that includes sign in/out procedure for all participants, as well as notice to City.

6.4 Provide reasonable accommodations to better serve all clients, including, but not limited to, Americans with Disabilities Act (ADA), gender identity, family composition, persons required to register as a sex offender.

- 6.4.1 Program shall accept all eligible clients with Service Animals per ADA and must provide reasonable accommodations for Emotional Support Animals.
- 6.5 Ensure that clients are provided safe and adequate Interim Housing accommodations and services based on each participant's self-identified gender identity.
- 6.6 Provide free of charge a minimum of three (3) nutritious meals per day for each client, including at least two (2) hot meals and meal options that can accommodate clients who have special dietary needs, as prescribed by physician.
- 6.7 Post daily menu and times meals are served in a location visible to all clients.
- 6.8 Provide hygiene supplies including non-medicated soap, toilet paper, toothbrush, toothpaste, shampoo, comb/brush, feminine hygiene supplies, disposable razor blades, and clothing free of charge.
- 6.9 Provide clean linen and janitorial/maintenance services, weekly and as needed free of charge.
- 6.10 Provide access to laundry services free of charge.
- 6.11 Provide secured and/or personal storage space for medications (including refrigeration) and oxygen tanks, as needed and free of charge.
- 6.12 Establish a housekeeping and maintenance plan that ensures a safe, sanitary, clean, and comfortable environment, and work diligently to prevent and eliminate insect and rodent infestations.
 - 6.12.1 Implement a bed bug prevention and response policy and procedure.
 - 6.12.2 Maintain record of regular pest control treatment.
- 6.13 If a client does not return to the interim housing on any given night without notice to the Provider, the Provider will hold his/her bed for 72 hours before officially "exiting" the client from services, unless otherwise directed by the City. Should a client return to the Provider within the 72-hour period, he/she will be accepted back as if his/her stay was consecutive. Provider shall notify City of any "exiting" the next day or clients who return to provider within the 72-hour period.
- 6.14 Secure clients' personal belongings for a minimum of 20 days after the client's official exit date. Consultant shall notify City of its possession of the clients' personal belonging

as well as give City the opportunity, at the City's option, to take possession of them and ensure their safe and reasonable disposition.

- 6.15 The Consultant shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to Cal-OSHA, Center for Disease Control, and Los Angeles County Department of Public Health safety standards, guidelines and protocols for controlling the transmission of the COVID-19 virus.

7.0 CLIENT SATISFACTION

- 7.1 Assess client satisfaction on a continual basis through feedback gained via one-on-one conversations, client meetings, etc.
- 7.2 Assist each client to complete a customer satisfaction questionnaire, compile results and submit to the City upon request. Services should be adjusted as necessary and appropriate with City input and approval. City shall be notified of the completion and results of any customer satisfaction questionnaire.
- 7.3 The Provider shall maintain a written set of Grievance Policies and Procedures and Termination Policies and Procedures. The Provider shall submit a copy of the Grievance Policies and Procedures and the Termination Policies and Procedures to the City for review and approval within 30 calendar days of executing the Work Order. The Grievance Policies and Procedures and the Termination Policies and Procedures shall be discussed with clients during intake and copies offered to the client.

8.0 COLLABORATION AND PARTNERSHIPS

- 8.1 Collaborate with the City, and other partners to coordinate clients' care and ensure clients receive the services and support they need to achieve and maintain health, mental health, and housing stability.
- 8.2 Attend regularly scheduled quarterly meetings and additional as-needed coordination and/or team meetings with the City, and other partners, including the Las Virgenes Malibu Council of Governments, to manage and problem-solve around client, building, and community issues.
- 8.3 Establish regularly scheduled staff meetings, at least quarterly, and ensure that client cases are discussed with the supervisor and other team members for guidance, support, and additional resources. Engage the City partners, on-site service agencies, and other supportive service providers as appropriate.

- 8.4 Build and maintain collaborative partnerships with community organizations, service providers, and public entities to ensure clients have access to a comprehensive array of supportive services.
- 8.5 Ensure City staff and pertinent City consultants and partners are provided access to appropriate trainings, including trainings held by Consultant for its personnel, when feasible and in consultation with City, thereby ensuring continuity of care and approach to clients by the City and Consultant.

9.0 RECORDS, FORMS AND RECORD KEEPING

The Consultant shall generate and maintain retrievable program records, records relating to each ICMS client that receives services under this Work Order, and data collection/tracking systems as directed by the City. The Consultant shall ensure appropriate safeguards are implemented to secure clients' protected health information at all times. These records shall include, but not be limited to, the following:

9.1 Client Files

Each client file should include, but not be limited to, the following:

- Confidentiality form
- Participation agreements and consent forms
- Authorizations to release, disclose, use, and/or share information
- Client referral documentation
- Assessments and reassessments
- Case management service plans and updates
- At minimum, entered weekly progress notes and documentation of ongoing case management activities, including any contacts made with or on behalf of the client
- Documentation of health and behavioral health related activities including notes on client appointments, follow up activities and appointments, and any contacts made with or on behalf of the client Case conference forms
- Documentation (e.g., copies of housing/rental and benefits applications, referral forms, identification, etc.) related to accessing and obtaining housing, benefits, and other services
- Documentation of client referral and linkage to primary medical care, mental health services, and substance use disorder services
- Documentation of client's medical and behavioral health homes and primary care provider contact information.
- Documentation of legal issues and all correspondences and notices Documentation of case closure and associated forms, if applicable Incident report/client grievance forms
- Other client documentation required at City's discretion

9.2 Program Records

The Consultant shall maintain records and program documentation addressing the following areas:

- Program policies and procedures
- Agreements and/or Memoranda of Understanding with service providers, project partners, etc.
- Meetings or case conferences
- Documentation related to increasing clients access to resources and building collaborative partnerships
- Incident Report/Client Grievance Forms
- Client Satisfaction Surveys and Analysis
- Other documents related to quality control activities
- Staff trainings
- In-services conducted by ICMS staff
- Documentation of Performance Measures and Outcomes, as directed by the City
- Other records and program documentation required at the City's discretion

10.0 REPORTING

- 10.1 The Consultant shall maintain data systems to ensure that accurate client and case management information is managed appropriately and that clients' protected health information is kept secure at all times. Generate and maintain complete hard copy client files in a secure location that are accessible to authorized staff and the City upon request. Generate and maintain electronic files such as Coordinated Entry System (CES), Homeless Management Information System (HMIS) or other systems as directed by the City.
- 10.2 The Consultant shall complete and submit weekly, monthly, quarterly, and/or other reports with the required supporting documentation as requested by the City. Reports shall include client logs, referral tracking, and aggregate data required by the City and shall be completed and submitted in the manner directed by the City. Examples of required reporting/data elements includes but are not limited to information regarding: client demographic information, referral source data, case management services provided, referrals and linkages made, progress on clients' benefits, housing applications and placement, utilization of client support and move-in assistance, etc.
- 10.3 The Consultant shall submit requested reports in a timely manner as directed by the City.
- 10.4 The Consultant shall submit a monthly bed report to the City indicating client census/bed availability.
- 10.5 The Consultant shall maintain an organizational chart (staff roster) which lists all staff funded under the Interim Housing program, and shall be submitted to the City upon request.

- 10.6 Maintain incident reports, including documentation of how and when issues were resolved. Incidents include injuries, death, disturbances, property damage, etc. Provide copies of incident reports to the City within 24 hours of incident taking place.
- 10.7 As directed by the City, the Consultant shall submit any other ad hoc reports as requested by the City, the County, Board of Supervisors, the State or other County agencies or entities for budgetary or other purposes. Reports shall include all the required information and shall be completed in the manner and time frame to be described by the City.

11.0 QUALITY CONTROL PLAN

11.1 Quality Control Plan Submission

The Consultant shall utilize a comprehensive Quality Control Plan (QCP) to ensure the City's consistently high level of quality and service throughout the term of this Work Order. The QCP, which is subject to approval by the City, shall be submitted to the City within thirty (30) calendar days from the effective date of the Work Order. Revisions to the QCP shall be submitted as changes occur during the term of the Work Order. The QCP shall specify activities to be monitored to ensure compliance with all Work Order requirements, monitoring methods to be used, frequency of monitoring, and title/qualifications of personnel performing monitoring. The QCP shall include, but not be limited to, methods for:

- 11.1.1 Ensuring that staff providing services under this Work Order has qualifying experience.
- 11.1.2 Monitoring to ensure that Work Order requirements are being met.
- 11.1.3 Monitoring SubConsultant(s), if any, for compliance and quality of services.
- 11.1.4 Identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable.
- 11.1.5 Responding expediently to client concerns.
- 11.1.6 Resolving issues and/or client crisis.
- 11.1.7 Ensuring that confidentiality of client information is maintained.
- 11.1.8 Resolving client problems and addressing any client grievances that include, but are not limited to, ensuring prompt and appropriate action and documenting/reporting when the problem(s) was first identified, the corrective action(s) taken, date(s) of resolution, etc. The report shall be provided to the City upon request.

11.1.9 Identifying and addressing staff training needs.

11.1.10 Monitoring progress towards achieving performance target measures.

11.1.11 Implementing policies and procedures.

12.0 QUALITY ASSURANCE PLAN

The City will evaluate the Consultant's performance under this Agreement using the quality assurance procedures as defined in Paragraph 11 QUALITY CONTROL PLAN, Sub-paragraph 11.1, QUALITY CONTROL PLAN SUBMISSION.

12.1 Meetings

Consultant is required to attend scheduled meetings with any and all partners as it relates to the Program.

12.2 Consultant Discrepancy Report

12.2.1 Verbal notification of a Work Order discrepancy will be made to the Consultant's Work Order Program Manager (Program Manager) as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the City and the Consultant.

12.2.2 The City will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the City within five (5) business days with a plan for correction of all deficiencies identified in the Consultant Discrepancy Report.

12.3 City Observations

In addition to departmental contracting staff, other City personnel may observe performance, activities, and review documents relevant to this Work Order at any time during normal business hours. However, these personnel may not unreasonably interfere with the Consultant's performance.

13.0 RESPONSIBILITIES

The City's and the Consultant's responsibilities are as follows:

CITY

13.1 Administrative

The CITY will administer the Work Order according to the terms of Agreement. Furthermore, for purposes of this Work Order, CITY shall:

- 13.1.1 Monitor the Consultant's performance in the daily operation of this Work Order.
- 13.1.2 Provide direction to the Consultant in areas relating to policy, information and procedural requirements.
- 13.1.3 Prepare Amendments.
- 13.1.4 Provide City referrals to the Consultant.
- 13.1.5 Provide overall project coordination to link the ICMS provider and City partners, involved in the project.

CONSULTANT

13.2 Program Manager

- 13.2.1 The Consultant shall provide a Program Manager or designated alternate who shall be responsible for the overall day-to-day activities, management and coordination of the Work Order, and liaison with the City. City must have access to the Program Manager or designated alternate 24 hours per day, 365 days per year. The Consultant shall provide a telephone number where the Program Manager or designated alternate may be reached on a 24 hour per day basis. The Program Manager may also carry a client case load depending on the ICMS staffing plan and as directed by the City.
- 13.2.2 Program Manager shall have experience with the following, including but not limited to:
 - Working with homeless and/or special needs populations Provision of case management and/or mental health services in stabilization supportive housing, including establishment of a crisis response system
 - Agreement management and compliance
 - Budgets and expenditure tracking
 - Providing administrative oversight to ICMS staff
 - Developing and implementing Quality Control plans
 - Working closely with other supportive service agencies, including case management and mental health providers to ensure clients' needs are being met
 - Building collaborative partnerships
- 13.2.3 Program Manager/designated alternate shall be responsible for developing policies and procedures and creating forms that facilitate the effective operation of and delivery of high quality ICMS.

13.2.4 Program Manager/designated alternate shall have proficient writing and computer skills and have the ability to produce reports on a regular basis and as requested by the City.

13.2.5 Program Manager/designated alternate shall have full authority to act for Consultant on all matters relating to the daily operation of the Work Order.

13.3 Personnel

13.3.1 The Consultant shall assign a sufficient number of qualified staff to perform the required work. Staff shall be recruited or current staff shall be assigned to this project within 30 days of execution of the Work Order. Programs shall maintain clear and comprehensive job descriptions for all staff positions.

13.3.2 The Consultant shall provide City with a resume of each potential staff upon request and an opportunity to interview such person prior to any staff hiring.

13.3.3 The City has the absolute right to approve or disapprove all staff performing work hereunder this Work Order and any proposed changes in staffing.

13.3.4 All Consultant staff performing work under this Work Order may be required to undergo and pass, to the satisfaction of the City, a background investigation.

13.3.5 The Consultant shall ensure their employees are appropriately identifiable through the use of badges to be worn at all times.

13.3.6 The Consultant shall ensure key management staff oversees the delivery of services and when there is a vacancy, a replacement is made within 15 days. The Consultant shall ensure all staff levels needed for the delivery of direct services are present and when there is a vacancy, a replacement is made within 30 days. Once any staff vacates a position, the Consultant must notify the City in writing within 72 hours. If unable to backfill any vacancies within the 30 day period, the Consultant must provide City with a written reason for the ongoing vacancy, and a plan to backfill the vacant position(s), to be submitted no later than the 30th day.

13.3.7 Intensive Case Managers shall:

- Be required to have at least one (1) year of experience working with homeless individuals AND have a social work/mental health related degree or have a minimum of two (2) years of experience providing direct mental

health or intensive case management services, unless otherwise approved by the City.

- Have experience working with clients with mental illness, chronic health issues, and substance use disorders.
- Have expertise in the following areas: chronic homelessness, outreach and engagement strategies, intensive case management services, best practice models, mental health and substance use disorder services, crisis intervention, suicide assessment and prevention, affordable housing and public benefits applications, housing and landlord/tenant rights, eviction prevention, etc.

13.4 Clinical Supervision

The Consultant shall establish a system for providing appropriate clinical supervision to ICMS staff. Clinical supervision responsibilities include, but are not limited to, the following:

- 13.4.1 Clinical oversight of the case management services provided, staff interactions with ICMS clients, program and client services documentation, etc.
- 13.4.2 Chart review and case conferences on ICMS clients.
- 13.4.3 Regular clinical supervision sessions with ICMS staff.
- 13.4.4 Available on an on-call basis for emergency situations encountered by ICMS staff.

13.5 Training

- 13.5.1 The Consultant shall provide training programs for all new staff and provide continuing in-service training for all staff.
- 13.5.2 All staff shall receive training upon hire or upon request by funder and/or program management to ensure competency within the following core areas: Program Operations; Effective interactions with participants; Housing First & Low Barrier Practices; Harm Reduction; Overdose Prevention and Intervention; Trauma Informed Care, including Secondary Trauma; Mental Health First Aid; Mandated Reporting; Ethics and Boundaries; Non-Violent Crisis Intervention; Stages of Change/Motivational Interviewing; Equal Access Gender Identity; Emergency evacuation procedures; Domestic Violence & Safety Planning; CPR, First Aid, & Communicable Disease procedures; and Cultural Responsiveness.

- 13.5.3 Certificates and other documentation that verify training attendance shall be maintained for each employee and documented in the employee's file.
- 13.5.4 The City may require additional mandatory trainings for any and all Consultant staff, as deemed necessary by the City.
- 13.5.5 The Consultant shall provide ongoing staff training to promote continuous quality improvement.

14.0 IMPLEMENTATION PLAN

The Consultant shall develop an implementation plan which shall be approved by the City. The implementation plan must be finalized within 30 calendar days of executing the Work Order. Implementation activities are to be completed according to the timelines agreed upon by the Consultant and the City and shall be documented and/or submitted as specified. Any updates to the implementation plan must have the City's approval. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by the City upon request. Any failure by the Consultant to comply with the implementation plan may constitute a material breach of this Work Order, upon which the City may take corrective action, up to and including termination of this Work Order.

15.0 COMPENSATION

- 15.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **ONE HUNDRED AND FIFTY THOUSAND dollars (\$150,000.00)** unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.
- 15.2 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

- 15.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 15.4 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 15.5 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 15.6 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

16.0 **RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent Consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent Consultant relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

17.0 **AGREEMENT ADMINISTRATOR**

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the

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request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

18.0 **INDEMNIFICATION**

- 18.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 18.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subConsultants, or anyone directly or indirectly employed by either Consultant or its subConsultants, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 18.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 18.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 18.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subConsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subConsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 18.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 18.7 In the event that Consultant or any employee, agent, or subConsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subConsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 18.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subConsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

19.0 **INSURANCE**

- 19.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 19.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 19.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 19.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 19.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 19.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 19.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 19.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 19.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.

- 19.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 19.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 19.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 19.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 19.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subConsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 19.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 19.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

19.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.

19.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.

19.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

19.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

20.0 **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Michael McConville

Management Analyst

100 Civic Center Way

Calabasas CA 91302

818-224-1664

If to Consultant:

Charlie Rubin

San Fernando Valley Community Mental
Health Center Inc.

16360 Roscoe Blvd., 2nd Floor

Van Nuys, CA 91406

Telephone: (818) 901-4836

Facsimile: (818) 786-9119

With courtesy copy to:

Matthew T. Summers, City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd, Suite 8500
Pasadena, California 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

21.0 **MUTUAL COOPERATION**

- 21.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 21.2 If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

22.0 **RECORDS AND INSPECTIONS**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

23.0 **SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 18 - Indemnification, Section 21 – Mutual Cooperation, and Section 22 – Records and Inspections of this Agreement shall survive the expiration or termination of this Agreement.

24.0 **TERMINATION**

- 24.1 City may terminate this Agreement for any reason on thirty calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.
- 24.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in this Agreement.

25.0 **GENERAL PROVISIONS**

- 25.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 25.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subConsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 25.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

- 25.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 25.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 25.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 25.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 25.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

25.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.

25.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”

“Consultant”

San Fernando Valley Community Mental Health Center Inc.

By _____

By: _____

James R. Bozajian, Mayor

Charlie Rubin, Director of Administration Cornerstone and Volunteer Services

Date: _____

Date: _____

By _____
Kindon Meik, City Manager

By: _____

Date: _____

Date: _____

Attest:

By _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____