

# HOPE. WELLNESS. COMMUNITY.

Let's find it together.



Founded in 1960  
by the residents  
of Pomona,  
Claremont and La  
Verne.

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

## INDEPENDENT CONTRACTOR AGREEMENT (COMMUNITY WELLBEING GRANT)

BETWEEN

**TRI-CITY MENTAL HEALTH AUTHORITY**

AND

**Community Services Department-City of Pomona**

**Administrative Office**

1717 North Indian Hill  
Boulevard, Suite B  
Claremont, CA 91711  
Phone (909) 623-6131  
Fax (909) 623-4073

**Clinical Office / Adult**

2008 North Garey Avenue  
Pomona, CA 91767  
Phone (909) 623-6131  
Fax (909) 865-9281

**Clinical Office / Child & Family**

1900 Royalty Drive, Suite 180  
Pomona, CA 91767  
Phone (909) 766-7340  
Fax (909) 865-0730

**MHSA Administrative Office**

2001 North Garey Avenue  
Pomona, CA 91767  
Phone (909) 623-6131  
Fax (909) 326-4690

**Wellness Center**

1403 North Garey Avenue  
Pomona, CA 91767  
Phone (909) 242-7600  
Fax (909) 242-7691

DATED

**July 1, 2025**

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## AGREEMENT

This AGREEMENT is by and between **Community Services Department-City of Pomona**, (GRANTEE) with its principal office of operations at **499 E. Arrow Hwy Pomona, CA 91767** and its fiscal sponsor, **City of Pomona**, (FISCAL SPONSOR) a 501(c)(3) organization organized under the laws of the State of California with its principal office of operations at **PO BOX 660 Pomona, CA 91769** (GRANTEE AND FISCAL SPONSOR together as the GRANTEES) and Tri-City Mental Health Authority (TCMHA), a Joint Powers Agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Claremont, California 91767.

WHEREAS, TCMHA has received approval from the California State Department of Mental Health to implement a Community Capacity and Wellbeing (CCW) program as defined in TCMHA's Prevention and Early Intervention (PEI) Plan; and

WHEREAS, the award of funds to communities to implement programs that qualify under the PEI CCW program to provide prevention and early intervention of mental health illness is an integral part of such PEI Plan and will benefit residents in the cities of Claremont, La Verne and Pomona; and

WHEREAS, GRANTEES have submitted to TCMHA a Community Wellbeing Project that has met all of the required criteria to qualify as a PEI CCW program project that will promote prevention and early intervention of mental health illness; and

WHEREAS, TCMHA is willing to fund the Community Wellbeing Project proposed by the GRANTEES as part of its approved CCW program in accordance with its budget, in consideration of the terms and conditions of this AGREEMENT;

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed, and in consideration of the mutual benefits to be derived there from, the parties hereby mutually agree as follows:

1. **SCOPE OF PROJECT:** GRANTEE shall perform the activities as described in the proposal entitled **Community Services Department-City of Pomona**, which is attached hereto as Attachment A and made a part of this AGREEMENT, and is hereafter referred to as "PROJECT."

Any requested modification to the project and/or budget must be submitted in writing using the Project Modification Form. Any modifications requested by the GRANTEE must be approved by TCMHA prior to funds being spent in a way inconsistent with the approved budget or plan.

2. **PRINCIPAL SUPERVISORS:** PROJECT shall be under the supervision of **Stephanie Lobo** who shall serve as Project Leader; **Jennifer Wang** who shall serve as Community Leader; and **Mike Osoff** who shall serve as Fiscal Sponsor Representative. If for any reason the Principal Supervisors shall be unable to continue to serve and a successor acceptable to both parties is not available, this AGREEMENT shall be terminated as hereafter provided.
3. **PERIOD OF PERFORMANCE:** The activities of PROJECT shall commence immediately upon execution of this agreement and continue through completion, not later than **June 30, 2026**. This period will be subject to modification or renewal only by mutual written agreement of the parties hereto.
4. **PAYMENT OF COSTS:** In consideration of GRANTEE'S performance hereunder, TCMHA agrees to support GRANTEE'S costs incurred conducting the activities of this PROJECT, in

the amount not to exceed ten thousand dollars(**\$7,800**). This amount shall not be exceeded by GRANTEE without the written authorization of TCMHA. A payment equal to 25% of the total granted amount shall be made to GRANTEE upon execution of this agreement. All remaining payments equal to 25% of the total granted amount shall be made to GRANTEE quarterly upon receipt of GRANTEE's quarterly Financial Report, along with copies of invoices and/or receipts showing funds were spent according to the project, if justified. Justification of any subsequent payments shall be rebuttably presumed if the sum of Spent Funds and Projections for the Next Quarter exceeds the amount received by GRANTEE in the previous quarters. Should justification of additional payments not be met, payment shall be withheld until a Financial Report meeting justification is received by Community Wellbeing Program Staff, no later than June 30, 2026.

If the funds are needed earlier in any given quarter to continue project activities, an advance of funds may be requested by completing an Early Distribution of Funds Request Form and submitting it to Community Wellbeing Program staff. The Early Distribution of Funds Request Form must be accompanied by invoices from funds spent and projections. Funds will be advanced following review and approval of GRANTEE's request.

The payments due under the AGREEMENT shall be made payable to **City of Pomona**, and the initial payment shall be mailed with a copy of this AGREEMENT to:

**City of Pomona  
ATTN: Mike Osoff  
PO BOX 660  
Pomona, CA 91769**

5. **POLICIES AND PROCEDURES:** The PROJECT conducted hereunder shall be performed in accordance with the policies and procedures of GRANTEE AND ITS FISCAL SPONSOR.
6. **REPORTS:** GRANTEE shall deliver to TCMHA quarterly reports showing the detail of expenditures to date and projections for following quarter as applicable until the PROJECT is complete. Financial Reports and supporting documents verifying funds were spent such as: copy of receipts, paid invoices, or proof of payments shall be due fifteen (15) days after quarter ends: October 15th, Jan 15th, April 15th, and July 15th. Reports shall be signed by Project Leader, Community Leader, and Fiscal Sponsor Representative confirming review and accuracy of report. In addition, the GRANTEE shall deliver the results of PROJECT performed within ninety (90) days of the completion of PROJECT.
7. **RESPONSIBILITY OF FISCAL SPONSOR:** Fiscal Sponsor is responsible for review and accuracy of all supporting documentation related to PROJECT including Financial Report. Additionally, Fiscal Sponsor shall be responsible for maintaining records of expenditures related to PROJECT for a period of five (5) years following conclusion of the project.
8. **SPECIAL FUNDING PROVISIONS.** This PROJECT is funded by California Mental Health Services Act funds. As such, the use of the funds is subject to certain obligations and limitations that are set forth in Attachment B and made a part of this AGREEMENT. GRANTEES covenant and agree to comply with the provisions of Attachment B.
9. **TERMINATION:** Performance under this AGREEMENT may be terminated by either party upon thirty (30) days written notice to the authorized personnel listed in the notices section of this agreement. Upon termination by TCMHA, GRANTEES will be entitled to retain

sufficient funds to reimburse it for all costs and non-cancelable commitments incurred in performance of the AGREEMENT prior to the date of termination in an amount not to exceed the total commitment set forth in Paragraph 4. Upon termination by GRANTEES, all costs and non-cancelable commitments incurred thereafter will be the responsibility of GRANTEES. GRANTEES will return any unused funds to TCMHA within three (3) months of the written notice of termination.

10. **INDEMNIFICATION:** GRANTEES shall jointly and severally indemnify, defend and hold harmless TCMHA, its officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the GRANTEES' negligent acts, willful misconduct, or omissions arising from, or alleged to arise from, or related to, performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of TCMHA.
11. **PROPRIETARY INFORMATION:** Any proprietary information disclosed by one party to the other shall be disclosed in writing and designated as proprietary, or if disclosed orally, shall be confirmed in writing and designated proprietary within thirty (30) days of such disclosure. A party receiving proprietary information, hereunder referred to as "RECIPIENT," agrees to use the proprietary information only for the purpose of this AGREEMENT and further agrees that it will not disclose or publish such information except that foregoing restrictions shall not apply to:
  - (a) information which is or becomes publicly known through no fault of RECIPIENT;
  - (b) information learned from a third party entitled to disclose such information;
  - (c) information already known to or developed by RECIPIENT prior to receipt hereunder, as shown by RECIPIENT'S prior written records;
  - (d) information which is published in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this AGREEMENT; or
  - (e) information required to be disclosed by operation of law or court order.

The obligation of confidentiality imposed by this provision shall expire two (2) years following the expiration or termination of this AGREEMENT. Each party will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of proprietary information disclosed hereunder.

12. **USE OF NAMES:** GRANTEES shall not employ or use the name of TCMHA in any promotional materials, advertising, or in any other manner without the prior express written permission of TCMHA, except that TCMHA and GRANTEES may, during the term of this Agreement or thereafter state that TCMHA is sponsoring, or has sponsored, the PROJECT.
13. **NOTICES:** Any notice given under this AGREEMENT shall be in writing to the individuals below and shall be deemed delivered three (3) days after deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties as follows:

**Grantees:** Community Services Department-City of Pomona  
Jennifer Wang & Stephanie Lobo  
499 E. Arrow Hwy  
Pomona, CA 91767

City of Pomona  
ATTN: Mike Osoff  
PO BOX 660  
Pomona, CA 91769

**TCMHA:** Tri-City Mental Health Authority  
1717 N. Indian Hill Boulevard #B  
Claremont, CA 91711-2788  
Attn: Ontson Placide MA, LMFT  
(909) 623-6131  
E-Mail: oplacide@tricitymhs.org

14. **INDEPENDENT CONTRACTOR:** For purpose of this AGREEMENT, the parties hereto shall be independent contractors and shall at all times be considered neither an agent nor employee of the other. No joint venture, partnership, or like relationship is created between the parties by this AGREEMENT. TCMHA and FISCAL SPONSOR are independent legal entities and none have any authority to act for, or on behalf of, or bind another to, any contract, without the other's written approval or except as otherwise expressly set forth in this AGREEMENT.
15. **ASSIGNMENTS:** This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, and may be assigned only to the successors of these parties. Any other assignment by either party without prior written consent of the other party shall be void.
16. **OWNERSHIP:** Title to any equipment purchased or manufactured in performance of the PROJECT funded under this AGREEMENT shall vest with TCMHA.
17. **FORCE MAJEURE:** GRANTEES shall not be liable for any failure to perform as required by this AGREEMENT, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.
18. **SEVERABILITY:** In the event that a court of competent jurisdiction holds any provision of this AGREEMENT to be invalid, such holding shall have no effect on the remaining provisions of this AGREEMENT, and they shall continue in full force and effect.
19. **SIMILAR RESEARCH:** Nothing in this AGREEMENT shall be construed to limit the freedom of GRANTEES, or of its agents who are participants under this AGREEMENT, to engage in similar activities under other grants, contracts, or agreements with parties other than TCMHA.
20. **GOVERNING LAW:** The formation, interpretation and performance of this AGREEMENT shall be governed by the laws of the State of California. Venue for mediation, arbitration and/or actions arising out of this AGREEMENT shall be in Los Angeles County, California.

21. **AUTHORITY:** Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.
22. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
23. **ENTIRE AGREEMENT:** Unless otherwise specified herein, this AGREEMENT embodies the entire understanding of the parties for this PROJECT and any prior contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this AGREEMENT including, without limitation, changes in the activities of the PROJECT, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. If any provisions stated in the AGREEMENT, resulting purchase orders, and the project proposal are in conflict, the order of precedence, from first to last shall be: (a) Attachment B, (b) AGREEMENT, (c) other attachments, (d) the project proposal, and (e) the purchase order, it being understood and agreed that any purchase order or similar document issued by GRANTEES will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers or representatives as of the latest date set forth below.

**TCMHA**

TRI-CITY MENTAL HEALTH AUTHORITY

By: \_\_\_\_\_  
Ontson Placide, Executive Director

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Anita Scott  
City Manager

Dated: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Rosalia Butler, City Clerk

Dated: \_\_\_\_\_

**GRANTEES****Community Services Department-City of Pomona**

By: \_\_\_\_\_  
Jennifer Wang  
Community Leader

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephanie Lobo  
Project Leader

Dated: \_\_\_\_\_

**Fiscal Sponsor**

By: \_\_\_\_\_  
Mike Osoff  
Fiscal Sponsor Representative

Dated: \_\_\_\_\_

**ATTACHMENT A**

**PROPOSAL OF CWB GRANTEE**



**ATTACHMENT B****MENTAL HEALTH SERVICES ACT CONTRACT PROVISIONS**

- 1. Compliance.** In performance of this agreement, GRANTEE (RECIPIENT) will fully comply with:
  - A. The provisions of the Mental Health Services Act and all applicable regulations, related statutes, directives, policies, procedures and amendments.
  - B. State of California, Department of General Services, Terms and Conditions which can be accessed at <http://www.documents.dgs.ca.gov/ol/GTC-307.doc>.

If, at any point during the duration of this Agreement, Tri-City Mental Health Authority (TCMHA) determines that RECIPIENT is out of compliance with any provision in this Agreement, TCMHA may request a plan of correction, after providing RECIPIENT with written notification and the basis for the finding of noncompliance.

This agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between TCMHA and the RECIPIENT. The RECIPIENT represents and warrants it is free to enter into and fully perform this agreement.

- 2. Certification / Assurances.** Except as otherwise indicated, the following certifications apply to the RECIPIENT:
  - A. Unenforceable Provision: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected hereby.
  - B. Indemnification: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
- 3. Standards of Conduct.** The following standards apply to the RECIPIENT:

- A. Every reasonable course of action will be taken by the RECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain.
- B. An executive or employee of the RECIPIENT or an elected official of a RECIPIENT, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by TCMHA. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of a RECIPIENT's Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

- C. TCMHA, by written notice to the RECIPIENT, may terminate the right of the RECIPIENT to proceed under this Agreement if it is found, after notice and hearing by TCMHA, that gratuities were offered or given by the RECIPIENT or any agent or representative of the RECIPIENT to any officer or employee of TCMHA with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such Agreement, provided that the existence of the facts upon which TCMHA makes such findings that shall be an issue may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, TCMHA shall be entitled:

- a) to pursue the same remedies against the RECIPIENT as it could pursue in the event of the breach of the Agreement by the RECIPIENT, and
- b) as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by the RECIPIENT in providing any such gratuities to any such officer or employee.

The rights and remedies of TCMHA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The RECIPIENT warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the RECIPIENT, for the purpose of securing business. For breach or violation of this warranty, TCMHA shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**4. Subcontracting.** The RECIPIENT certifies that:

- A. Any of the work or services specified in this agreement which will be performed by other than the RECIPIENT will be evidenced by a written agreement specifying the terms and conditions of such performance.
- B. The RECIPIENT will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- C. The system for awarding contracts will contain safeguards to insure that the RECIPIENT does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds.
- D. Subcontractors will comply with the Confidentiality requirements set forth in provision 17 of this Agreement.

**5. Insurance.** The RECIPIENT hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

- A. Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement and agrees to furnish to TCMHA satisfactory evidence thereof at any time TCMHA may request the same; and,

- B. Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to TCMHA satisfactory evidence thereof upon request by the TCMHA.

**9. Amendments.** This Agreement may be unilaterally modified by TCMHA only under any of the following circumstances:

- A. There is a change in state law or regulation requiring a change in the provisions of this agreement.

**11. Reporting.** The RECIPIENT will compile and submit reports of services, activities, performance attainment, expenditures, status of cash and closeout information by the specified dates as prescribed by TCMHA in regulations, directives, and policies. Failure to adhere to the specified reporting requirements may result in funds not being released.

**13. Records**

- A. The RECIPIENT will retain all records pertinent to this Agreement for a period of five (5) years from the date of expiration of this Agreement. If, at the end of five (5) years, there is litigation or an audit involving those records, the RECIPIENT will retain the records until the resolution of such litigation or audit.
- B. TCMHA or its designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section, "access to" means that the RECIPIENT shall at all times maintain a complete set of records and documents related to programs funded by this agreement and shall make these records available to TCMHA or their designee in a central location. The RECIPIENT's performance under the terms and conditions herein specified will be subject to an evaluation by TCMHA of the adequacy of the services performed, timeliness of response and a general impression of the competency of the RECIPIENT and its staff.

**14. Audits**

- A. From time to time, TCMHA may inspect the facilities, systems, books and records of the RECIPIENT to monitor compliance with this Agreement. The RECIPIENTS shall promptly remedy any violation of any provision of this Agreement and shall certify the same to TCMHA in writing. The fact that TCMHA inspects, or fails to inspect, or has the right to inspect, the RECIPIENT's facilities, systems and procedures does not relieve the RECIPIENTS of its responsibilities to comply with this Agreement. TCMHA's failure to detect or detection, but failure to notify the RECIPIENT or require the RECIPIENT's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of TCMHA's enforcement rights under this Agreement.
- B. The RECIPIENT will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.
- C. The RECIPIENT and/or auditors performing monitoring or audits of the RECIPIENT or its sub-contracting service providers will immediately report to TCMHA any incidents of fraud, abuse or other criminal activity in relation to this agreement, the MSHA, or its regulations.

**17. Confidentiality Requirements.** Acknowledging the RECIPIENT's continuing obligation to follow existing legal mandates regarding protection and/or release of information maintained by the RECIPIENT, the following Confidentiality Requirements apply:

A. General Requirements:

- a) The RECIPIENT will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of TCMHA.
- b) Permission to disclose information or documents on one occasion or at public hearings held by TCMHA relating to the same shall not authorize the RECIPIENT to further disclose such information or documents on any other occasions.
- c) The RECIPIENT will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or TCMHA's actions on the same, except to TCMHA's staff, the RECIPIENT's own personnel involved in the performance of this Agreement, at a public hearing, or in response to the questions from a legislative committee.
- d) If requested by TCMHA, the RECIPIENT shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by TCMHA and shall supply TCMHA with evidence thereof.
- e) Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.
- f) After any data or documents submitted has become a part of the public records of TCMHA, the RECIPIENT may, if it wishes to do so, at its own expense and upon approval by TCMHA, publish or utilize the same but shall include the following legend:

LEGAL NOTICE: This report was prepared as an account of work sponsored by the Department of Mental Health, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or Tri-City Mental Health Authority make any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

- g) "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- h) "Proprietary data" is such data as the RECIPIENT has identified in a satisfactory manner as being under Recipient's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
  - i) "Generated data" is that data, which a RECIPIENT has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the RECIPIENT in the performance of this Agreement at RECIPIENTS expense, together with complete documentation thereof shall be treated in the same manner as generated data.
  - j) "Deliverable data" is that data which under terms of this Agreement is required to be delivered to TCMHA. Such data shall be property of TCMHA.
  - k) "Generated data" shall be the property of TCMHA unless and only to the extent that it is specifically provided otherwise herein.
  - l) The title to the Recipient's proprietary data shall remain in the Recipient's possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the RECIPIENT by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the RECIPIENT shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the Recipient's own expense for a period of not less than three years after receipt by TCMHA of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.
  - m) Prior to the expiration of such time and before changing the form of or destroying any such data, the RECIPIENT shall notify TCMHA of any such contemplated action; and TCMHA may within 30 days after said notification determine whether it desires said data to be further preserved and, if TCMHA so elects, the expense of further preserving said data shall be paid for by TCMHA. The RECIPIENT agrees that TCMHA shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and the RECIPIENT agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.
  - n) Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.
- B. Confidentiality Requirements relating to the Health Insurance Portability and Accountability Act (HIPAA). The Parties agree that no information or services subject to HIPAA form part of the services to be provided under this Agreement. The RECIPIENT agrees not to use any portion of the funds received under this Agreement for purposes that would be subject to HIPAA requirements.

**ATTACHMENT C****CONTRACTOR'S ATTESTATION THAT NEITHER IT NOR ANY OF ITS STAFF MEMBERS ARE RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM**

City of Pomona

Osoff, Mike

Contractor's Name

Last

First

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

**Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?**

\_\_\_\_\_ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

\_\_\_\_\_ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

City of Pomona  
Mike Osoff

Date

Contractor or Vendor's Name

Contractor or Vendor's Signature

Ontson Placide, Executive Director

Date

TCMHA Executive Official's Name

TCMHA Executive Official's Signature

**DISTRIBUTION:**

COPIES: Contractor  
Finance