

George Hills Company, Inc.
for
California Mental Health Services Authority (CalMHSA) Related Projects
Professional Services Agreement

1. Identification of Parties:

THIS AGREEMENT is effective by and between [NAME], and George Hills, hereinafter referred to as "GH." Contractor understands that GH manages the California Mental Health Services Authority (CalMHSA) and that the services to be provided under this contract are for the benefit of CalMHSA.

2. Service Agreement Representative:

The GH representative for the performance of the scope of services will be Wayne Clark, Executive Director of CalMHSA. The representative for the Contractor will be [NAME]. Contractor will report to Wayne Clark, Executive Director of CalMHSA. John Chaquica, CEO of GH, will sign on its behalf and be responsible for the contractual provisions of this Agreement.

3. Term of Contract:

This Agreement shall remain open while resources are engaged. This Agreement may be extended, upon written agreement of both parties. Either party may cancel the agreement (including extensions to the agreement) upon written notice to the other party, for any reason whatsoever or for no reason at all, consistent with provisions of Section 9 below.

Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without CalMHSA's prior written approval.

4. Scope of Contractor's Work:

To be completed per contract.

5. Compensation and Terms of Payment:

In consideration of the services to be performed hereunder by the Contractor, CalMHSA agrees to pay Contractor a maximum amount not to exceed \$[X,XXX.XX], for work performed during the term of the contract, which includes out-of-pocket expenses (mileage, overnight lodging, etc.), incurred consistent with CalMHSA policy. Travel must be pre-approved by the CalMHSA representative.

In order to receive any payment, Contractor agrees to submit monthly invoices to CalMHSA detailing work performed, and total professional fees and expenses due to the Contractor. CalMHSA agrees to pay the Contractor within 30 days of receipt of the invoice.

6. Confidentiality:

In the course of performance under this contract, information and data of a confidential or proprietary nature may be disclosed to the Contractor. Contractor agrees to accept such data in confidence, to not to disclose such data to others, to comply with all appropriate state and federal confidentiality laws, and to refrain from using such data for purposes other than those directed hereunder by GH

and CalMHSA. Contractor shall be governed by all statutory guarantees of client confidentiality in handling any documents related to specific clients. Contractor may engage in activities with GH and CalMHSA to share data for the coordination of public presentations and other purposes as deemed appropriate and acceptable by both parties.

7. Liability and Insurance:

Neither GH nor CalMHSA shall in any way be held liable for any accident, personal injury, or property damages caused or incurred by Contractor. Contractor hereby agrees to indemnify and hold harmless GH and CalMHSA from any claims or actions arising in any way from the acts or omissions of Contractor, even if George Hills Company and/or CalMHSA were also negligent.

Contractor or its employees who operate automobiles in the scope of their duties for Contractor shall maintain liability insurance meeting at least the minimum requirements imposed by the State of California, and shall add George Hills and CalMHSA as additional insured and provide CalMHSA with a copy of the declarations and the endorsement naming George Hills and CalMHSA as additional insured.

8. Independent Contractor:

Contractor in the performance of this Agreement is an independent contractor. Contractor understands and agrees that Contractor shall not be considered officers, employees or agents of GH/CalMHSA.

Contractor assumes full responsibility for their acts and/or omissions as they relate to the services to be provided under this Agreement. Contractor is solely responsible for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes.

The Contractor will sign CalMHSA's confidentiality agreement prior to commencing work.

9. Early Termination:

GH and CalMHSA reserve the right to suspend, terminate or abandon the execution of work by Contractor without cause at any time upon giving to Contractor written notice. In the event that GH or CalMHSA should abandon, terminate or suspend Contractor's work without cause, Contractor shall be entitled to payment for services provided prior to the effective date of said suspension, termination or abandonment, consistently with the provisions of this contract. If GH or CalMHSA terminates the Agreement because Contractor has failed to perform as required under the Agreement, GH and CalMHSA may recover or deduct from amounts otherwise owing under the Agreement any costs it sustains resulting from Contractor's breach. Upon receipt of notice of termination, Contractor shall stop work as of the date specified, and transfer to GH and CalMHSA any materials which, if the Agreement had been completed or continued, would have been required to be furnished to GH and CalMHSA. If Contractor terminates the agreement, Contractor is entitled to payment for services rendered to that point, but if grant funds advanced exceed the amount to which Contractor is entitled to retain, GH or CalMHSA may recover the excess.

10. Intellectual Property Rights:

Any materials incorporating the intellectual property of CalMHSA (including but not limited to writings, images, slogans, or logos) provided to Contractor under this contract may be distributed or published to fulfill the purposes of this contract, with acknowledgement of ownership by CalMHSA. Contractor may not reproduce CalMHSA's intellectual property or create derivative works from such intellectual property without permission from CalMHSA. All rights to works newly created under this contract are assigned to CalMHSA, and such works must include an acknowledgement of CalMHSA's ownership if used, distributed, published or reproduced by Contractor.

Contractor: [NAME]

Signed: _____ Date: _____

Name and Title: _____

Tax Identification Number: _____

License Number (If applicable): _____

GH:

Signed: _____ Date: _____

Name and Title: John E. Chaquica, CEO