COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

http://dmh.co.la.ca.us

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax No.: (213) 386-1297

December 2, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL TO RENEW HUMAN IMMUNODEFICIENCY VIRUS ACQUIRED IMMUNE DEFICIENCY SYNDROME (HIV/AIDS) MENTAL HEALTH SERVICES PLAN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF MENTAL HEALTH FOR FISCAL YEARS 2004-2005, 2005-2006, AND 2006-2007
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve, adopt, and instruct the Chairman to execute the Resolution and instruct the Executive Officer, Board of Supervisors, to certify and sign two (2) original Resolutions (Attachment I), which will authorize the Director of Mental Health to enter into the Human Immunodeficiency Virus Acquired Immune Deficiency Syndrome (HIV/AIDS) Mental Health Services Agreement Number 04-74200-000 (Attachment II), for the period of July 1, 2004 through June 30, 2007 with the State of California Department of Mental Health (SDMH). The Maximum Reimbursement Amount for each fiscal year is $376,000 and will provide for the continuation of mental health services to seriously and persistently mentally ill persons living with, or at risk for, HIV infection.

2. Delegate authority to the Director of Mental Health or his designee to complete, sign, and submit all necessary documents to SDMH.

3. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to this Agreement, provided that: 1) approval of County Counsel and the Chief Administrative Officer (CAO) or their designees is obtained prior to any such Amendment; and 2) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

This Board letter, if approved, would allow the subject program to continue upon the same terms and conditions as previously set forth by the State and approved by your Board.

This Agreement will allow for the delivery of HIV Mental Health Services and enable the Department of Mental Health (DMH) to achieve its goals of identifying mentally ill persons living with, or at risk for, HIV infection, linking these consumers to HIV-sensitive mental health services, and providing education on the changing status of HIV/AIDS in Los Angeles County, to clinicians, administrative, and support staff.

The long-term objective of HIV Mental Health Services within DMH has been to integrate HIV-related services into DMH's existing array of directly-operated clinics and contracted agencies. The services provided as a result of this Agreement serve as a model for HIV-related mental health care at community clinics across Los Angeles County.

For the next three (3) fiscal years, this Agreement will assure services are available across a larger geographic area and to a greater number of at-risk consumers.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan Organizational Goal No. 1, "Service Excellence." The approved action will provide accessibility to quality services.

FISCAL IMPACT/FINANCING

There is no impact on net County cost.

The State's funding total is $376,000, and is allocated as follows:

- $273,398 to continue funding DMH's directly-operated clinics and indirect costs. The directly-operated clinics coordinate and monitor mental health services for the HIV-affected mentally ill, and participate on statewide committees that plan services for the HIV-affected population.

- $102,602 for two (2) existing agreements between DMH and contracted service providers of mental health and consultation services. These agreements are with the following community-based agencies and were previously approved by your Board:

    - AIDS Project Los Angeles, Inc.: DMH-01753 for $37,466.

    - Los Angeles Gay and Lesbian Center: DMH-01807 for $65,136.

This Agreement will be effective July 1, 2004 through June 30, 2007.

The MCA in the amount of $376,000 is fully funded by SDMH. Funding is included in DMH's Fiscal Year (FY) 2004-2005 Adopted Budget. Funding for FYs 2005-2006 and 2006-2007 will be requested during DMH's annual budget process and may be subject to change because of anticipated budgetary factors, which may impact the funding that is given to the County by the State and/or Federal government on an annual basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Based on epidemiological information provided by DMH, there is a high nexus between HIV infection and mental health status. Additionally, DMH has determined that clients who are seriously and persistently mentally ill are more prone to engage in high-risk behavior; this is particularly true in identifiable geographic areas where seroprevalence data show the incidence of HIV in the community is the highest.

Additionally, our mental health clients often lack adequate information and early intervention services and require more sensitive screening than is provided

through the annual or intake clinic health assessments. This combination of factors may cause many of our mental health clients to delay testing.

The Agreement is delayed in its submission to the Board as a result of personnel changes in the SDMH's Contract Monitoring Unit. The terms and conditions of this Agreement remain unchanged from the previous fiscal year.

DMH's clinical and administrative staff are assigned to administer and supervise agreements, evaluate programs to ensure that quality services are being provided to clients, and substantiate through various means, including units of service entered into the Integrated System and concomitant clinical record keeping, that agreement provisions and departmental policies are being followed.

The Agreement and the attached Resolution have been reviewed and approved as to form by County Counsel. The proposed action has been reviewed by the County Counsel, CAO, and DMH's Fiscal and Program Administrations.

CONTRACTING PROCESS

Federal guidelines require DMH and SDMH to enter into the HIV/AIDS Mental Health Services Agreement to provide services as designated; therefore, no solicitation or bid process was conducted. The Agreement referenced in this Board letter is between SDMH and DMH.

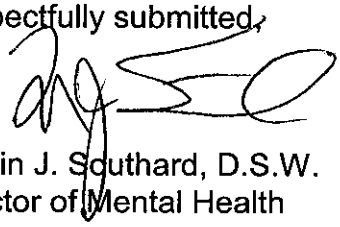
IMPACT ON CURRENT SERVICES

With Board approval, DMH will allow for continuation of outreach services for HIV/AIDS clients through SDMH funding. Additionally, approval of this Agreement ensures the receipt of SDMH funds already allocated in DMH's FY 2004-2005 Adopted Budget.

CONCLUSION

The Department of Mental Health will need two (2) copies of the Board's action and will require two (2) certified copies of the attached Resolution. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when these documents are available.

Respectfully submitted,



Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:MY:CK:er

Attachments (2)

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission

HIV/AIDS.FY 04.05

ATTACHMENT I

RESOLUTION OF
THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES AND
THE STATE OF CALIFORNIA

WHEREAS, County wishes to ensure continuation of mental health services for Department of Mental Health (DMH) directly-operated and community-based treatment agencies throughout the County.

NOW, THEREFORE BE IT RESOLVED, that the County of Los Angeles Board of Supervisors does hereby authorize Marvin J. Southard, D.S.W., Director of Mental Health, to accept the Human Immunodeficiency Virus Acquired Immune Deficiency Syndrome (HIV/AIDS) Mental Health Services Agreement for the period of July 1, 2004 through June 30, 2007 with the State Department of Mental Health.

The foregoing Resolution was adopted on the ____ day of _____, 2004 by the Board of Supervisors of the County of Los Angeles, and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities, for which said Board so acts.

VIOLET VARONA-LUKENS,
Executive Officer-Board of Supervisors
Of the County of Los Angeles

By_____
Chairman, Board of Supervisors

By_____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By_____
Principal Deputy County Counsel

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VIOLET VARONA-LUKENS,
Executive Officer-Board of Supervisors
Of the County of Los Angeles

By_____
Chairman, Board of Supervisors

By_____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By_____
Principal Deputy County Counsel

Attachment II

State of California

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

Agreement Number	Amendment Nbr.
04-74200-000	

1. This Agreement is entered into between the State Agency and the Contractor name below:

State Agency's Name:

Department of Mental Health

Contractor's Name:

Los Angeles County Department of Mental Health

2. The Term of this Agreement is: **July 01, 2004 Through June 30, 2007**

3. The maximum amount of this agreement is: **$376,000.00**
Three Hundred Seventy Six Thousand Dollars And No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work	Page(s)	28
Exhibit B - Budget Detail and Payment Provision	Page(s)	5
* Exhibit C - General Terms and Conditions	Form:	GTC 304 Dated 3/1/2004
Exhibit D - Special Terms and Conditions	Page(s)	4

*View at: http://www.ols.dgs.ca.gov/Standard+Language/default.htm

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

Los Angeles County Department of Mental Health

BY *(Authorized Signature)* | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Marvin J. Southard, D.S.W. Director of Mental Health

ADDRESS **550 S. Vermont Ave. 12th Floor**
Los Angeles, CA 90020

STATE OF CALIFORNIA

AGENCY NAME

Department of Mental Health

BY *Authorized Signature* | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS **1600 9th Street**
Sacramento, CA 95814

California
Department of General Services
Use Only

EXHIBIT A

SCOPE OF WORK

1. The contractor, hereafter known as, Los Angeles County DMH, HIV/MH agrees to provide to mental health services to assist people with AIDS as described herein:

   The goal of the HIV Mental Health Services team is to develop and implement sensitive, competent and appropriate HIV related services throughout the network of directly operated and contracted mental health clinics. The subcontractors to be used are AIDS Project Los Angeles, Gay and Lesbian Center, and Harbor-UCLA Medical Center. Services to be provided by each of these subcontractors are detailed in the attached Scope of Work Plans. Additionally, it is intended that there will be an information line for calls that will be returned within 48 hours during weekdays for consultation/assistance, questions, etc., and there is to be planning for a broader perspective that includes drug related issues and HIV.

2. The services shall be provided during regular business hours, Monday through Friday, except holidays,

3. The project representatives during the term of this agreement will be:

Department of Mental Health	Los Angeles County DMH, HIV/MH
Harold Curtis, AIDS Project Coordinator	Marvin J. Southard, DSW, Director
Systems of Care/ Adult Programs Policy	
1600 9th Street, Room 100 Sacramento, CA. 95814	550 S. Vermont Ave. 12th Floor Los Angeles, CA 90020
(916) 654-1206	(213) 738-3313
Fax: (916) 654-5591 hcurtis@dmhhq.ca.us	FAX (213) 809-0185 Mpara@ dmh.co.la.us

4. Program Evaluation

   The contractor will prepare and submit annual program report to the State Department of Mental Health by June 30, 2005, June 30, 2006, and June 30, 2007. The format and content of the annual report will be as required by DMH. DMH reserves the right to modify these requirements during the term of the agreement.

5. Detailed description of work to be performed is referenced in pages 2-28 of Exhibit A.

HIV MENTAL HEALTH SERVICE PROGRAM NARRATIVE

FISCAL YEARS 2004-2007

EXHIBIT A

SCOPE OF WORK

BACKGROUND

Los Angeles County Department of Mental Health (Department) continues to provide community outreach, risk education, mental health services, and case management to persons living with or at risk for HIV infection. The current array of services was established in 1998 in response to the Department's growing awareness of the disproportionate incidence of HIV infection among the seriously and persistently mentally ill population (SPMI). Seroprevalence studies for HIV infection in the SPMI population indicate rates for infection fall within the range from four to 19.4 percent (Columbia University, HIV Mental Health Training Project).

Beginning in Fiscal Year 1999-2000, the Department commenced a planned five- year Comprehensive Community Care (CCC) process. The goal of CCC is to "bring together an array of services that are needed to support the successful treatment of those who come to us for mental health assistance" (Marvin Southard, D.S.W., Director, 2000). The long-term objective of HIV Mental Health Services within the Department has been to integrate HIV-related services into the Department's existing array of directly operated and contracted agencies. During the spring of 2000, the Department moved the HIV specialist staff, formerly centrally housed, to five targeted mental health community clinics. Clinical supervision of the HIV specialist staff was placed under the management of the designated sites clinical directors. Administrative management for the State Contract continues under the responsibility of the Deputy Director's office. Administrative oversight for HIV services is directed to:

1. Work with locally assigned HIV specialist staff and clinic management to enhance services integration.
2. Provide technical support, as needed.
3. Prepare grant reports, grant renewal applications, and seek new funding opportunity to promote program growth.
4. Assist in the recruitment and retention of needed, new specialist staff.
5. Serve as a liaison to the HIV community, attend task force and caucus meetings of the Los Angeles County Commission on HIV Health Services.

6. Facilitate monthly meetings of the Department's cadre of HIV specialist staff. Such meetings allow staff to partner together for needed community presentations, case conferencing, and to address/resolve programmatic concerns.

Since May of 2000, HIV mental health services specialists have been incorporated into five directly operated adult outpatient clinics across Los Angeles County. The expanded integration effort targets the communities identified by the Los Angeles County Office of AIDS Programs and Policy as areas needing additional HIV services and includes the communities of Metropolitan Los Angeles, Long Beach and the South Bay, South Central Los Angeles, San Gabriel Valley and San Fernando Valley. The goals of the HIV mental health services in the Department are aimed to:

- Identify consumers within the system who are HIV+ or at risk of HIV infection and provide HIV sensitive mental health services; including:

    1. Risk assessment, prevention education, safer behavior skills building, and testing.
    2. Intensive case management to ensure consumers with HIV access needed services and resources (medical, psychological, housing, employment, etc.)
    3. Mental health treatment to assist consumers coping with HIV infection.

- Collaborate with HIV service organizations to:

    1. Identify consumers with SPMI in need of mental health care/services.
    2. Link such consumers to HIV-sensitive mental health services within the Department's system of care.

- Provide ongoing education on the changing status of the HIV pandemic to:

    1. Inform and educate clinicians, administrators, and support staff within the CCC system.
    2. Provide outreach and education to consumers and support staff in various community settings including: residential care facilities, State Hospital settings, Institutes of Mental Disease (IMD), etc.

The Department's HIV mental health services team has demonstrated successful collaborations with various community partners and takes pride in the accomplishments achieved to date. The team's mission is to assist all consumers to benefit from the advances in the medical treatment of HIV. Several areas continue to need attention

and advocacy. Adherence to both psychotropic and HIV-specific medications is a skill that must be taught and reinforced through on-going clinical care. Accessing high

quality health, mental health, and social services are salient for this population. SPMI consumers continue to engage in behaviors placing them and others at risk for HIV infection. Thus, risk education remains a critically needed element of service for such consumers. Harm reduction strategies and safer behavioral skills are essentially needed tools for HIV+ consumers receiving mental health treatment. Advancing efforts on all these fronts will work to curb the spread of the epidemic.
Continuing collaboration with the Department's two sub-contractors for HIV services – Los Angeles Gay and Lesbian Center and AIDS Project Los Angeles (APLA) – as well as the continuing efforts exhibited by the Department's HIV Harbor-UCLA Outpatient team will continue and will assure expertise and enhanced community mental health efforts are provided addressing the HIV needs of SPMI consumers in Los Angeles County.

PROGRAMMATIC ACHIEVEMENTS

HIV mental health specialist staff is now housed at three (3) community clinics. The sites are: Hollywood Mental Health Center (3 staff); Compton Mental Health Center (1 staff fulltime); and Long Beach Mental Health Center (1 staff). During 2000, the team was augmented at the Hollywood location with the addition of a transition age youth specialist who provides targeted services to at-risk youth from ages 15 to 22 in the Hollywood and Central Los Angeles communities. This specialist has been actively involved in outreach to transition age youth by participating on the MOHOP program run by the Gay and Lesbian Adolescent Social Services, Inc. Program. When this agency lost funding, the specialist moved his outreach efforts to Clean Needles Now, another local agency addressing the needs of adolescents. This specialist continues to provide 4 hours per week of outreach services to Clean Needles Now.

HIV mental health specialist staff attends the monthly HIV Mental Health Task Force. Other community meetings staff invest participation with include: the Long Beach HIV Planning and Prevention Committee, the Long Beach Dual Diagnosis Providers Meetings, Long Beach Health Care Planning, and San Fernando Valley Consortium.

HIV specialist staff provides 5-week presentations on HIV Prevention and Education. These community presentations have been delivered to residential care facilities treating mentally ill consumers and to dual diagnosis residential providers as well. Below is a listing of some of the presentation sites:

Topanga West Board and Care Home
BRIDGES
Gilmore Manor
Sunshine Manor
San Fernando Valley Adult Day Health Care
Victory Clubhouse
West Valley Mental Health Center's Dual Disorder Program
San Fernando Valley Mental Health Center, Dual Disorder Program
Hollywood Community Hospital
Valley Manor Board and Care Facility
Salvation Army Adult Rehabilitation Program
Five Acres Group Home
Planned Parenthood of Pasadena
Hope Manor – Pasadena
Bridges - El Monte
Sedilla Home of Altadena
San Dimas Children's Center
Glendora Community Convalescent Hospital Staff
The Sycamores Facility of Pasadena
The AT Center
Sunshine Manor
Bonnie's Guest Home in Pasadena
San Gabriel Valley Alliance for the Mentally Ill (AMI)
Union Rescue Mission in Pasadena
I-CAN in Pasadena
Asian-Pacific Mental Health Center in Temple City
Positive Directions Group at Arcadia Mental Health Center
St. Luke's Medical Center for Drug and Alcohol Treatment

Two half-day presentations (5 hours each) were conducted as part of high school health classes at Rancho San Antonio Boys Home to students.

The Long Beach mental health HIV specialist has provided consultation on site at Redgate Memorial Recovery Program teaching staff needed HIV skills for working with dually diagnosed consumers. She also conducts a weekly dual diagnosis group at the Redgate Program. The specialist provides a weekly group called *Possibilities* for substance abusing mentally ill consumers at Long Beach Mental Health Center. In-services have been provided at La Casa Mental Health Rehabilitation Center both to consumers and staff, at The Village Integrated Services Agency, South Bay Mental Health Center, Bellwood Hospital – to both administrators and community care facility operators—and to Dream Home – an adolescent group facility.

The Hollywood HIV mental health specialists have provided numerous 5-week prevention and education courses to residents of community residential facilities; including the Mariposa Board and Care Home, Sunshine Manor, Regency Manor, and adolescent group homes in the community. Partnering with the HIV mental health specialist housed at Arcadia Mental Health Center, HIV educational training has been provided at The River Community (a residential, dual disorder program in the San Gabriel Mountains), Rancho San Antonio (for more than 65 staff) and staff training at Aid for AIDS. Other accomplishments include a 5-week training for consumers in the Day Treatment Program of Hollywood Mental Health Center and a 12-week course designed by the specialist staff – the Dual Diagnosis Group—now conducted weekly at the Clinic (see attached course material covered in this group).

All specialist staff have been certified as Pre/Post HIV Counselors and are conducting needed on-site HIV testing at their specific mental health clinics. As well, they have been encouraged to attend various trainings to build their expertise in the delivery of HIV sensitive services. Trainings attended by staff have included: Coping with Hope, the Latino HIV/AIDS Conference, Gay Men and Crystal Meth Use, Hepatitis Seminars, Genotyping and Phenotyping, and working with Personality Disorders, Domestic Violence Issues, and Substance Abuse.

Concurrent with the outreach, prevention and education efforts described above, all HIV specialists carry HIV positive SPMI clients and provide intensive, direct client care to their consumers. A Department Report Card for HIV services was recently completed to provide further details of the services underway with the SPMI clients seen by the HIV specialist staff. Findings are detailed below.

Direct Services to Clients:

Client Characteristics

- 439 Clients served
- 54% male; 46% female
- Ethnicities of 3 highest categories of clients: 145 Other White; 139 African Americans; 55 Mexican Hispanic

Services Provided:

- 3328 Hours of Mental Health Services
- 1049 Hours of Case Management

Outreach Services

HIV Risk reduction education trainings were provided at more than 35 community sites during the fiscal year. Each training consisted of five (5), one-hour segments, presented over the course of five consecutive weeks. Training were based on a model developed from Columbia University, New York, and staff conducted all trainings in teams of two staff.

As well, the Los Angeles Gay and Lesbian Center continued to collaborate with Department staff to provide needed HIV testing at various community sites; including numerous residential care facilities in urban Los Angeles.

Education Trainings

In conjunction with the Department's Training and Cultural Competency Bureau, HIV staff participated in four, 6-hour HIV trainings, presenting HIV Risk Assessment. Average attendance at the trainings was more than 100 staff from the Department's directly operated and contracted agencies.

Other Program Highlights

One of the best accomplishments of the past fiscal period is closure and final agreement on the Department of Mental Health's policies on HIV Confidentiality and Charting Guidelines. These policies have been incorporated into the Department's overall policy manual and training on the policies has been provided both at community and local levels to county staff.

PLANNED ACTIVITIES FOR FISCAL YEARS 2004-2007

Challenges will continue to face HIV Mental Health Services provision across the Department's Comprehensive Community Care process (CCC) over the upcoming fiscal years. Staff positions continue to reside at three clinical settings. In order to coordinate the supervision of staff within each clinic and ensure that they are meeting programmatic goals, a clinicalal consultant, housed at Hollywood Mental Health Center, has been secured.

Continued outreach is a critically needed element necessary to build upon the caseload of clients served by the Department's HIV specialist staff and to create the linkages needed between HIV mental health services and the county's other providers of medical and/or social services. As we enter the third decade of the HIV epidemic, it is increasingly clear new populations have emerged who are at great risk for infection. African Americans are disproportionately represented in the pandemic. Adolescents and older adults represent growing populations evidencing HIV infection. Indeed, some 11 percent of newly diagnosed HIV cases fall within the older adult population. Today, it

is critical we target treatment efforts to the specific population we are working with in our provision of services. Methods of outreach and treatment that worked well in the early years of the pandemic with predominantly white males need to be modified to provide meaningful and culturally appropriate services for our newer, emerging populations at risk. The HIV virus has taught us many lessons. It has taught us the meaning of unconditional love, the importance of talking about sex with our children and not leaving them vulnerable to infection. As we move forward in our efforts, we must continually promote sexual health – for all ages and populations.

The Scope of Work submitted for the upcoming three years represents goals that will build upon current successes with an eye towards future growth potential. The Scope of Work is a template onto which services at each clinic are built and maintained. It serves as a road map for staff and clinic management as HIV mental health services continue through the Department's CCC process. It specifically outlines the commitment each clinic accepts to HIV mental health services provision when the clinic accepts HIV specialist staff on-site.

CCC is the key to expanding future integration of HIV mental health services countywide. In the final analysis, CCC will assure the Department, as a whole is more sensitive to and better equipped to address the issue of HIV with mental health consumers. The CCC integration process will assure services are available across a larger geographic area and to greater numbers of at-risk clients than ever before. Each Department clinic accepting an HIV mental health specialist takes on the responsibility of assuring provision of needed HIV services. As the Department's CCC process moves towards local planning of services, integration ensures that HIV will be on the local agenda. Continuation of the State grant is critical to the efforts to integrate needed HIV services into the Department of Mental Health's directly operated and contracted agencies.

Accomplishments in the Past Fiscal Year – Department of Mental Health – Harbor-UCLA

The Harbor-UCLA Medical Center HIV Mental Health Service currently has an active caseload of approximately 300 patients, and the total number of patients served in the past 12 months is 363. The HIV Mental Health Service also provides approximately 10 consultations per week for patients for whom active and ongoing cases are not opened (one-time consultations with recommendations for treatment within the Immunology clinics). Of those active ongoing cases, the modal diagnosis is Major Depression (47% of all cases). 13% are diagnosed with severe and persistent mental illness (bipolar

affective disorder, schizoaffective disorder, psychotic disorder NOS, and schizophrenia). 15% have primary diagnoses of substance-abuse disorder. 8% have been diagnosed with adjustment disorders, 5% have dementia-related disorders, and 4% have anxiety disorders. Virtually all patients currently seen in the Harbor-UCLA HIV Mental Health Service are adult, with 86% male. The modal ethnicity is White (53%), followed by Latino/a (22%), and African American (21%). All others comprise 4% of the total HIV Mental Health patient population. During the past year, we also have increase our capacity to provide mental health services in Spanish.

Among those one-time consultations conducted for the medical team, clinical evidence suggests emerging areas of need include assistance in medication adherence, HIV risk reduction, and relationship problems related to HIV disease.

Services under the current contract include 674 hours of service provided to 74 patients by two psychology postdoctoral fellows, each of whom is estimated to devote 0.4 FTE in patient care (the remainder is spent in training activities) and several psychology field placement students.

Other Activities that Facilitate the Provision of Contracted HIV Mental Health Services

Provision of HIV Mental Health Services in their current form could not occur in a setting in which other activities did not accommodate and facilitate them. Harbor-UCLA Medical Center is a Los Angeles County Department of Health Services hospital established to provide care for the medically indigent. In addition to its inpatient facility, the hospital operates outpatient clinics through its Department of Medicine in Allergy/Immunology, Cardiology, Endocrinology, Gastroenterology, Internal Medicine, Hematology, Infectious Disease, Medical Oncology, Nephrology, Respiratory and Critical Care, and Rheumatology. Through the Allergy/Immunology Division in the Department of Medicine, Harbor-UCLA Medical Center provides outpatient medical care for approximately 1200 people with HIV in three regularly scheduled weekly clinics.

Through the Harbor-UCLA Research and Education Institute, faculty in the Department of Medicine administer basic and clinical research in HIV. Harbor-UCLA Medical Center is an AIDS Clinical Trial Group (ACTG) site for testing NIH-sponsored HIV-related medications, as well as a site for the California Collaborative Treatment Group (CCTG) for testing other HIV-related medications and medical technology. Investigators at Harbor-UCLA Medical center also conduct industry-sponsored HIV-related clinical trials.

The HIV Mental Health Service was designed to be integrated into the Immunology-run HIV services, and provides mental-health support in both inpatient and outpatient

settings. In operation since 1987 as a program at Harbor-UCLA, the HIV Mental Health Service provides a full range of mental-health care in English and Spanish, including individual assessment, psychological testing (both objective and projective as appropriate), neuropsychological testing, individual psychotherapy, and psychiatric intervention and follow up. The program is currently staffed with the Director (David J. Martin, Ph.D., a clinical psychologist), two post-doctoral fellows in psychology, one licensed clinical social worker, one licensed psychologist, a full-time mental-health nurse practitioner and a psychiatrist. In addition, the HIV Mental Health Service has been a training site for mental-health-nurse-practitioner candidates (from California State University–Long Beach) for elective residency rotations in the Department of Psychiatry's residency-education program and for psychology field placement students. Current plans include becoming a field placement setting for social work interns.

The HIV Mental Health Service is also active in psychosocial and mental-health research, including projects related to treatment adherence, support-group-outcome research, risk reduction, women's issues, and HIV-employment issues. Research activities have also entailed community collaboration. Harbor-UCLA Medical Center collaborated with Los Angeles Shanti to conduct an outcome evaluation of its emotional support groups, and was a partner with AIDS Project Los Angeles in a recent Los Angeles County-wide survey of AIDS/HIV case-management clients concerning HIV-related employment issues. Finally, as part of a project funded by the Health Resources and Services Administration (HRSA) Special Projects of National Significance (SPNS) program, Harbor-UCLA has partnered with the Long Beach City Community Development Department (Career Transition Center) to integrate employment services into the existing network of HIV services in the Long Beach - South Bay region of Los Angeles County.

Planned Activities for the Next Three Fiscal Years for Department of Mental Health at Harbor-UCLA

The activities planned for the next three fiscal years at Harbor-UCLA Medical Center include individual assessment and psychotherapy, psychological and neuropsychological testing, and primary care staff consultations. These activities are consistent with the skills of a psychologist. Harbor-UCLA Medical Center's Department of Psychiatry currently receives approximately $70,000 of the State Department of Mental Health's allocation of HIV Mental Health monies allocated to the Los Angeles County Department of Mental Health. This amount of funding approximates the salary and fringe benefits of a .60 FTE Clinical Psychologist II item and a .50 FTE Intermediate Typist Clerk in Los Angeles County. The Los Angeles County Department of Mental Health has targeted a staff productivity rate in which 70% of clinical staff time is directly devoted to patient-related activities. In the proposed activities, this approximates 874 hours of patient

contact per year, including initial assessment, individual psychotherapy, and psychological and neuropsychological testing. This targeted level of activity should accommodate patient no-shows and cancellations (estimated at 25%).

We anticipate the characteristics of patients enrolled in the Harbor-UCLA Medical Center HIV Mental Health Service to reflect the characteristics of those currently served. That is, all will have HIV disease (approximately a third have been diagnosed with AIDS, 60% have been diagnosed with HIV disease but do not have an AIDS diagnosis). We anticipate that the modal diagnosis of those served will continue to be major depression, followed by diagnoses of severe mental illness, anxiety disorders, substance-abuse disorders, and a small number of dementia cases. Although we anticipate an increase in the numbers of women served (primarily because of our offering of Spanish-language mental-health services), we expect that most patients served will continue to be men. Although we have seen a small decline in the percentage of patients who are gay men among our patient population, we anticipate that gay/bisexual men will continue to constitute the majority of the patients we see. Ethnically, we anticipate an ethnic mix similar to that of Los Angeles County reported AIDS cases.

Components of the program will include:

- *Intake:* All intake summaries will include information concerning the individual client/patient's need for mental-health services and the nature of the need, verification of HIV status and Los Angeles County residency, demographic and emergency-contact information, documentation of informed consent to treatment, limits of confidentiality and appropriate releases of information to obtain needed medical, psychosocial, and other treatment background information.
- *Comprehensive psychosocial assessment and diagnosis.* All psychosocial assessment summaries will include a brief statement of the chief complaint (presenting problem), a psychosocial history (including developmental, educational, and family history), medical history, current medications (including medical-treatment and psychiatric medications), psychiatric and mental-health treatment history, current and past substance abuse, suicidal/homicidal history, current mental status examination results, and a complete DSM-IV diagnosis that includes all five axes.
- *Treatment plan.* All treatment-plans will include goals for treatment, treatment modalities to be used based on the psychosocial assessment and diagnosis, frequency of treatment in each modality, interventions targeted at the identified problems, and service referrals that are responsive to additional
- client/patient needs identified in the psychosocial assessment and diagnosis.
- *Treatment implementation and follow up.* All treatment and follow up will include the elements identified in the treatment plan, and will be documented in progress notes (one for each patient contact). Elements of the treatment will include:

a. *Individual psychotherapy:* Individual psychotherapy will be provided directly by the HIV Mental Health Service by a supervised field-placement student or by a licensed mental-health professional.

b. *Couple, conjoint, and family psychotherapy.* These treatment modalities will also be provided by the HIV Mental Health Service. When one or more of these treatment modalities are identified as important in the provision of mental-health treatment, efforts to provide them through the use of a different mental-health professional will be made to insure separation of individual issues from the issues of the identified family unit.

c. *Crisis intervention.* The HIV Mental Health Service will provide crisis intervention directly and in coordination with the Psychiatric Emergency Room at Harbor-UCLA Medical Center. Because Harbor-UCLA Medical Center has two inpatient psychiatric units, those patients requiring inpatient mental-health care may be rapidly hospitalized as necessary, either voluntarily, or through LPS (Lantermann-Petris Short) certification.

d. *Psychological/neuropsychological assessment.* Psychological and neuropsychological assessment will be directly provided by the HIV Mental Health Service, either by a licensed psychologist, or a psychologist in training under the supervision of a licensed psychologist.

All treatment will include consultation with other service providers that individual clients use, and active efforts to maintain clients in treatment until their treatment goals are met. These efforts will include appointment reminders the day prior to appointments, and education concerning how best to use mental-health services. We will also target mental-health activities to those issues deemed most important by the patients served in the program.

Placement of the proposed services in the Harbor-UCLA HIV Mental Health Service confers several advantages:

- The proximity of the Harbor-UCLA HIV Mental Health Service to the Immunology-run HIV clinics offers rapid access to mental-health services for patients seen for outpatient medical care. Currently, the HIV Mental Health Service places a mental-health provider in every Immunology clinic conducted at Harbor-UCLA Medical Center. By using this existing arrangement, referral of Spanish-speaking patients into the Spanish-language mental-health service should be expedited.
- Because the HIV Mental Health Service offers psychiatric evaluation and follow up, referral for this service should be facilitated.
- Because of its positioning within an existing mental-health program, internal standards for service delivery have been established, to which the proposed services must conform: the infrastructure for service delivery has already been built.

In addition to the approach already used at Harbor-UCLA Medical Center, the HIV Mental Health Service will actively coordinate with community agencies in accepting referrals for this service from the entirety of Service Planning Area 8, and in making information available concerning other mental-health service providers in order that all

potential clients may make informed choices concerning where they wish to obtain their mental-health service.

Additional services anticipated on the Harbor-UCLA HIV Mental Health Service not funded by this contract include continued provision of psychiatric evaluation and follow-up, community education, continued additional individual and group psychotherapy (funded through contracts with the Los Angeles County Department of Health Services, Office of AIDS Policy and Programs), and an NIMH-funded project assisting people with HIV/AIDS in their efforts to return to work.

GOAL: **To implement in three directly operated LAC Department of Mental Health clinics, HIV risk assessment, outreach, risk reduction training and direct services for persons with severe and persistent mental illness (SPMI) who are at risk for HIV or who are HIV+.**

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	MEASURABLE OBJECTIVES
1.0	Provision of direct mental health services by 5 HIV Specialists to persons at risk for HIV or living with HIV disease at five directly operated clinics in the County: • Hollywood – 3 clinicians • Compton – 1 clinician • Long Beach – 1 clinician	1.01	Annual provision of 1700 hours of face-to-face contact with clients and collaterals for the purpose of assessment, service and coordination plan development, implementation of service plan, therapy, case management and monitoring progress. Includes support group activities for clients.	07/01/04 - 06/30/07	All assessments, service and coordination planning, crisis intervention, therapy, case management and medication support will be documented in the client's chart in accordance with accepted LAC DMH standards of service delivery.
		1.02	Annual provision of 1700 hours of telephone contact with clients and collaterals for the purpose of assessment, service and coordination plan development, implementation of service plan, therapy, case management and monitoring progress.	07/01/04 - 06/30/07	
		1.03	200 hours of medication support service to clients at risk for HIV or living with HIV disease annually. (Services can be provided by nurses and licensed psychiatric technicians only.)	07/01/04 - 06/30/07	
		1.04	200 hours of case activity with no client contact, for purposes of plan development, writing reports, closing cases, case consultation and case conference provided annually.	07/01/04 - 06/30/07	
		1.05	Annual provision of 200 hours of face-to-face and telephone crisis intervention with client or significant others.	007/01/04 - 06/30/07	

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	MEASURABLE OBJECTIVES
2.0	Provision of HIV risk assessment, outreach and risk reduction education training by 5 HIV specialists to persons with SPMI who have risk factors for acquiring the HIV infection. Risk reduction education for persons who are HIV +.	2.01	Annually, a total of 60 hours of in-service training devoted to discussing HIV risk assessment and HIV-related topics with the staff at the 5 DMH clinics. The goal of the in-service trainings include: 1. Encouraging clinicians to incorporate HIV risk assessment into their client interventions. 2. Generate referrals of clients to the HIV specialist for HIV risk reduction sessions and HIV testing.	07/01/04 - 06/30/07	Calendar of in-service trainings kept on file.
		2.02	1000 hours of face-to-face and telephone risk assessment and risk reduction education with clients and collaterals annually.	07/01/04 - 06/30/07	All risk assessment and risk reduction education sessions with DMH clients will be documented in the client's chart. Contacts with non-clients documented on DMH Form #227 - Community Outreach Services.
		2.03	Annual provision of 1900 hours of group risk reduction education sessions to residents of board and care homes, IMD's and other residential settings within Los Angeles County. Contact includes 5 one hour sessions. Issues addressed include: HIV risk factors, safer behaviors and knowledge, skills and attitudes about HIV. Curriculum for the trainings modified from Columbia University. Education sessions are paired with anonymous HIV testing at the last session.	07/01/04 - 06/30/07	Calendar of group risk reduction education sessions kept on file. Participant attendance sheets and evaluations kept on file.

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	MEASURABLE OBJECTIVES
3.0	Annually, a minimum of 200 staff from County-wide DMH and contract mental health programs will participate in at least 3 trainings of at least 6 hours in length to educate staff about HIV and teach them the skills to incorporate HIV risk behavior assessment in agency intakes. CEU's will be offered to help mental health professionals meet the licensing requirements for HIV training.	3.01	Working collaboratively with the LAC DMH Training and Cultural Competency Bureau, schedule trainings and maintain calendar of sites, dates, and times.	07/01/04 - 06/30/07	Calendar kept on file..
		3.02	Conduct staff training and obtain sign-in sheets. The training content will include, but not limited to: HIV Epidemiology, Transmission, Medication and Treatment Issues; HIV and Cross-cultural Issues; Psychopharmacology and HIV; Legal and Ethical Issues; Challenges is Providing Care to HIV+ Latinos/as; Panel Presentation of Persons Living with HIV; HIV Risk Assessment	07/01/04 - 06/30/07	Sign-in sheets kept on file.

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	MEASURABLE OBJECTIVES
4.0	All clinic sites will offer periodic free and anonymous HIV testing to LAC DMH client.	4.01	All six HIV specialists will attend HIV pre- and post testing counseling training and be certified by the State Office of AIDS through our collaboration with the Los Angeles Gay and Lesbian Center.	ongoing	Documentation of State Certification to be kept in each staff's personnel file.
		4.02	Staff at each clinic will arrange for HIV testing days/times in accordance to client need and clinic management direction. Testing can be performed by the following: 1. LA Gay and Lesbian Center staff 2. Another certified HIV testing program (mobile van) 3. Appropriate trained DMH staff (pending approval of DMH HIV testing policy)	ongoing	Calendar of HIV Testing dates to be kept on file.
		4.03	HIV pre- and post test counseling conducted by 6 DMH HIV Specialists. Staff will follow the HIV testing policies set forth by the LA Gay and Lesbian Center HIV Testing and Counseling Services. The Gay and Lesbian Center will provide all supplies and laboratory services. Clients will be offered the choice of either anonymous or confidential testing.	Pending DMH HIV Testing Policy Approval	HIV pre- and post-test counseling sessions will be documented in the client's chart in accordance with accepted LAC DMH standards of service delivery. Confidential test results will be made part of the client's chart. Because anonymous test results will not contain any identifying client information, they will not be included in the client's chart unless specifically requested by the client. Per DMH policy on HIV documentation and confidentiality, HIV test results will be released only with the client's written consent specifying the release of HIV test results.

HARBOR-UCLA MEDICAL CENTER

SCOPE OF WORK
Fiscal Year: 2001/2002

GOAL: During Fiscal Year 2001/2002, the Harbor-UCLA Medical Center HIV Mental Health Services will deliver mental health services to persons with and affected by HIV, who have diagnosable psychiatric conditions

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	MEASURABLE OBJECTIVES
1.	Provision of Mental Health Services to persons with HIV Disease at Harbor-UCLA Medical Center	1.01	874 hours of assessment (psychological and neuropsychological testing), individual psychotherapy, and case management as indicated by history and background to persons with HIV disease.	7/01/01-06/30/02	All assessment, psychotherapy, medication monitoring, and outreach activities will be documented in accordance with accepted standards of service delivery

HARBOR-UCLA MEDICAL CENTER

SCOPE OF WORK
Fiscal Year: 2002/2003

GOAL: During Fiscal Year 2002/2003, the Harbor-UCLA Medical Center HIV Mental Health Services will deliver mental health services to persons with and affected by HIV, who have diagnosable psychiatric conditions

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	MEASURABLE OBJECTIVES
1.	Provision of Mental Health Services to persons with HIV Disease at Harbor-UCLA Medical Center	1.01	874 hours of assessment (psychological and neuropsychological testing), individual psychotherapy, and case management as indicated by history and background to persons with HIV disease.	7/01/02-06/30/03	All assessment, psychotherapy, medication monitoring, and outreach activities will be documented in accordance with accepted standards of service delivery

HARBOR-UCLA MEDICAL CENTER

SCOPE OF WORK
Fiscal Year: 2003/2004

GOAL: During Fiscal Year 2003/2004, the Harbor-UCLA Medical Center HIV Mental Health Services will deliver mental health services to persons with and affected by HIV, who have diagnosable psychiatric conditions

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	MEASURABLE OBJECTIVES
1.	Provision of Mental Health Services to persons with HIV Disease at Harbor-UCLA Medical Center	1.01	874 hours of assessment (psychological and neuropsychological testing), individual psychotherapy, and case management as indicated by history and background to persons with HIV disease.	7/01/03-06/30/04	All assessment, psychotherapy, medication monitoring, and outreach activities will be documented in accordance with accepted standards of service delivery

The following summary of activities has been provided by Scott Singer, MA, Associate Director of Client Services at AIDS Project Los Angeles, one of the Department's subcontractors for dollars from the State HIV grant.

AIDS Project Los Angeles

Mental Health Promotion & Community Client Outreach
Major Accomplishments FY2003

- Collaboration with FOCUS magazine to widely distribute HIV mental health articles to Los Angeles mental health providers.
- Restructured support-group training to make training available to more potential support group facilitators.
- Expanded clinical consultation for clinicians providing support group services to HIV mental health clients.
- Expanded program hours of service and enhanced flexibility to make program more attractive to potential volunteers.
- Instituted staff productivity benchmarks to ensure staff is fully utilized.
- Expanded collaboration with Prevention Program with a focus on substance abuse & mental health in clients with HIV.
- Collaboration with Women's HIV Advocacy Committee resulting in a new women's Support Group.
- HIV mental health articles written for Positive Living on mental health issues for women living with HIV, the mental health aspects of HIV disclosure, substance abuse issues for women.
- Conference outreach at Coping with Hope to promote HIV mental health services and volunteer opportunities.
- Expanded participation in training program outreach to promote learning and training opportunities in the HIV mental health field. Gave trainings on a variety of topics including Substance Abuse & Women, Working with Difficult Clients, Psychosocial Aspects of HIV/AIDS, & Issues Affecting Burnout Among HIV Mental Health Professionals.
- Established new training collaborations with USC School of Social Work and Cal State Long Beach School of Social Work.
- Comprehensive client satisfaction survey conducted. Results being used to plan and enhance services to mental health consumers living with HIV.
- Developed brochure targeting HIV Mental Health services available at APLA.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	ACTIVITY TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
1. Contractor shall provide community outreach services to clients with HIV/AIDS and their significant others/families, including assessment, brief intervention, referral, and information regarding mental health services.	1. Respond to clients who express need for mental health services, directly or indirectly, via phone or in person	On-going	MIS forms; crisis intervention forms
2. Contractor shall provide training and consultation for other providers, regarding mental health issues and treatment for people living with HIV/AIDS	2a Contractor shall respond to requests for consultation by assisting in person or via phone 2b Contractor shall conduct trainings for other AIDS Service organizations regarding mental health issues and treatment	On-going	Training curricula; sign-in sheets; written records of consultations
3. Contractor shall provide training for DMH staff and contractors regarding HIV/AIDS & Mental Health, covering issues including but not limited to: medical overview; psychosocial/emotional issues; effects on	3a Work with DMH HIV Services staff to continually develop curriculum to meet specific needs of DMH staff and contractors. 3b DMH staff will identify groups of	On-going On-going	Final curriculum Training Schedule

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	ACTIVITY TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
family and significant others; prevention issues; issues arising in mental health treatment; countertransference; suicide; HIV resources; etc.	staff to be trained, and will work with Contractor to schedule trainings 3c Provide trainings, adjusting schedule and curriculum as needed	On-going	Training evaluations
4. Contractor shall accept referrals from DMH of DMH clients in need of linkage to resources (e.g., food, medical care, etc.)	4a Work with DMH HIV Services staff to develop and refine system to ease referral process. 4b Meet with DMH HIV Services staff as needed to provide for continuing refinement of process and to deal with any problems that arise	Ongoing On-going	Document referrals from DMH in CaseTrack notes Documentation of meetings and phone conversations
5. Contractor shall link clients of APLA who meet DMH criteria (serious and/or persistent mental illness) with DMH HIV services for the provision of psychiatric intervention and other DMH services.	5a Work with DMH HIV Services staff to refine already-existing system to ease referral process. 5b Meet with DMH HIV Services staff as needed to provide for continuing refinement of process and to deal with any problems that arise	On-going On-going	Document referrals to DMH in Mental Health Department client records, and in CaseTrack as appropriate Documentation of meetings and phone conversations

L.A. Gay & Lesbian Center
Los Angeles County Mental Health HIV/AIDS Mental Health Services

- Expanded group therapy services to HIV positive clients including new groups focusing on sexual compulsivity, and methamphetamine use.
- Expanded Domestic Violence project. The Center was awarded a contract from the City of West Hollywood to fund a full-time Domestic Violence Safety Coordinator. This position provides outreach, services, and clinical assessments for same-gender men and women involved in domestic violence including HIV+ individuals.
- Added 2 new Mental Health Clinicians to the Health Services staff to meet the increasing need of client services and intakes into the Mental Health Department and HIV Clinic.
- Added a full-time male-to-female transgender Master's level staff position Mental Health Clinician. This provider conducts group and individual psychotherapy sessions with MTF clients, both HIV-positive and HIV-negative, and conducts in-services and trainings to other Community Based Organizations and AIDS Service Organizations.
- Added part-time Female to Male Transgender to increase access for that population through the provision of group therapy.
- Expanded Bilingual staff to meet the needs of Monolingual Spanish-speaking clients, and Russian speaking clients.
- Continue to expand the Intern-training program over the three year period. Training for the interns focus on HIV as well as issues that are specific to the gay and lesbian community.
- The inclusion of Doctoral-level interns working in the HIV clinic and general counseling.
- Seek accreditation as a site for Ph.D. and Psy.D level interns.
- Expanded program hours to provide flexibility for HIV+ clients and clients seeking counseling including mental health services availability on Saturdays.
- Submitted an RFP to the Universitywide AIDS Research Program for a Community Collaborative Research Award in HIV Prevention for Gay, Bisexual, and MSM Populations Engaging in Methamphetamine Use. If granted this project will fund a three year HIV Prevention Study.
- Monthly participation at the LA County HIV Mental Health Task Force as well as extended involvement in planning of the Coping with Hope conference.
- Education and outreach to the medical community, specifically USC County, on mental health issues specific to HIV infected individuals.
- Participation in the monthly Client Advisory Board. A board of HIV+ clients receiving services at the Center.
- Bi-annual Client Satisfaction surveys and data collection to help improve the services provided to HIV+ clients at the Center.
- Implementation of Multi-disciplinary case conference for HIV-positive clients including primary medical providers, psychiatrists, and mental health clinicians to improve service and coordination of care

SCOPE OF WORK
Fiscal Year: 2004 - 2007

GOAL 1: **To increase the target population's knowledge and utilization of behavioral health information and psychotherapy support services in order to reinforce safe sexual behavior, maintain physical health, and promote appropriate psychosocial coping responses to the impact of HIV infection in their lives.**

	MEASUREABLE OBJECTIVES		IMPLEMENTATION ACTIVIES	TIME LINE	METHOD OF EVAUATION & DOCUMENTATION
1.	Provide outreach to the target population informing them of available services at LAGLC.	1.	Through marketing efforts and participation in community forums, making information available to the target populations.	Ongoing	List of attended events Copy of brochures; Record of dates of deliveries and/or mailings to identified sites.
2.	Provide forums for feedback on offered services. By receiving feedback, we seek to improve outreach and available services to the target population.	2a.	Facilitation and maintenance of monthly Client Advisory Board. A board of HIV+ clients receiving services at the Center.	Ongoing - Monthly	Provide minutes and attendance records of the Client Advisory Board.
		2b.	Distribution and collection of client satisfaction surveys.	Annually	Provide copies of the Client Satisfaction Survey.

MEASUREABLE OBJECTIVES		IMPLEMENTATION ACTIVIES		TIME LINE	METHOD OF EVAUATION & DOCUMENTATION	
3.	Provide group services to support the reduction of, or abstinence from harmful substance use and sexual behavior and to provide positive acculturation experiences to reduce the risk of HIV infection for up to 20 adult gay men, lesbians and bisexuals with a SPMI.	3a.	Continuation of outreach through community events to share the resources available at LAGLC.	On-going		Log of community events participated in. Group Sing-in sheet on file.
		3b.	Conduct psychosocial assessment and develop a full diagnosis and treatment plant for each client referred to the group to determine their appropriateness and readiness for participation in the group.			Psychosocial assessment and full diagnosis and treatment plan in the client record.
		3c.	Refer those individuals who do not meet the criteria for group participation back to the referring agency for the HIV Clinical Specialist in the LAGLC's MHS Department for individual psychotherapy in preparation for participation in the support group.		(a) (b)	Referral and reason for referral documented in Progress Notes. Referral/Transfer Form completed with copy placed in the client's record.
		3d.	Refer those clients indicating a need for psychotropic medication to the psychiatrist for a consult and treatment.		(a) (b)	Referral and reason for referral documented in Progress Notes. Referral/Transfer Form completed with copy placed in the client's record.
		3e.	Provide ongoing clinical observation, support and intervention to clients in the support group(s).			Progress Note in client's record for each group session attended by client.
		3f.	Make appropriate referrals for support services to other LAGLC Departments and outside agencies as needed by clients in the group(s).			Referral and reason for referral documented in Progress Notes.

MEASUREABLE OBJECTIVES		IMPLEMENTATION ACTIVIES		TIME LINE	METHOD OF EVAUATION & DOCUMENTATION	
4.	Provide group services for HIV+, asymptomatic clients to reinforce safe sexual behavior, maintain physical health, and promote appropriate psychosocial coping strategies.	4a.	Market the group program throughout the LAGLC Departments and the ten-(10) agencies contacted in Objective 1.	On-going		Fact Sheet and Group Sign-in sheet on file.
		4b.	Conduct psychosocial assessment and full diagnosis and treatment plan on each client referred to the group to determine their appropriateness and readiness for participation in the group.			Psychosocial Assessment and Full Diagnosis and Treatment Plan in client record.
		4c.	Refer those individuals who do not meet the criteria for group participation back to the referring agency of the HIV Clinical Specialist in the LAGLC's MHS Department for individual psychotherapy in preparation for participation in the support group.		(a) (b)	Referral and reason for referral documented in Progress Notes. Referral form completed with copy placed in client's record.
		4d.	Provide ongoing clinical observation, support and intervention to patients in the support group(s).		(a) (b)	Progress Note per session. Quarterly one page narrative provided to LAC/DMH as to activities of the group.
5.	Provide group services to transgender HIV+ clients	5a.	Market the group program throughout the LAGLC Departments and the ten-(10) agencies contacted in Objective 1.	On-going		Fact Sheet on file and Group Sign-In sheet on file.
		5b.	Conduct psychosocial assessment and full diagnosis and treatment plan on each client referred to the group to determine their appropriateness and readiness for participation in the group.			Psychosocial Assessment and Full Diagnosis and Treatment Plan in client record.
		5c.	Refer those individuals who do not meet the criteria for group participation back to the referring agency of the HIV Clinical Specialist in the LAGLC's MHS Department for individual psychotherapy in preparation for participation in the support group.			Referral and reason for referral documented in Progress Notes. Referral form completed with copy placed in client's record.
		5d.	Provide ongoing clinical observation, support and intervention to patients in the			Progress Note per session. Quarterly one page narrative provided to LAC/DMH as to

	MEASURABLE OBJECTIVES		IMPLEMENTATION	TIME LINE	METHOD OF EVALUATION AND DOCUMENTATION
			support group(s).		activities of the group.
6.	Throughout the course of the contract, provide supportive psychotherapy to 15 clients per month that present a psychiatric, psychological and/or relationship disorder/dysfunction as a result of being impacted by HIV infection or AIDS	6a.	Employ assessment criteria in a minimum of 20 intakes per month and identify those clients requiring a HIV Specialist's care.	On-going	Criteria documented in each intake and assessment report filed in the client record.
		6b.	Provide ongoing clinical observation, support and intervention to clients receiving individual treatment.		Treatment Plan documented in each client record. Progress Note per session.
7.	Throughout the course of the contract, conduct monthly multi-disciplinary case conferences on acute HIV+ clients	7.	Employ criteria to identify a minimum of five clients per month requiring multi-disciplinary discussion	On-going	Sign-in sheet. Course of action in the case conference log filed in client record.

EXHIBIT B

(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoice(s) shall include the DMH agreement number, dates of services performed and cost by major cost categories of salaries, wages, fringe benefits, supplies and expenses, participant support costs, travel and indirect costs. Invoice(s) shall be submitted on Contractor's letterhead signed by authorized representative, in duplicate, not more frequently than monthly in arrears to:

Department of Mental Health
Systems of Care
1600 9th Street, Sacramento, CA 95814
Attention: Harold Curtis

2. BUDGET CONTINGENCY CLAUSE:

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provision of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET:

Charges/rates shall be computed in accordance with the following budget on page 2 of Exhibit B. The cost of each major budget category may vary up to 15% within each Fiscal Year (FY) without DMH approval so long as the total amount budgeted for the FY is not exceeded.

4. PROMPT PAYMENT CLAUSE:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Contractor: Los Angeles County DMH, HIV/MH
Contract #: 04-74200-000

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

BUDGET
July 1, 2004 - June 30, 2005

BUDGET ITEM	ANNUAL SALARY & EB	% OF TIME	TOTAL AMOUNT
Personnel Cost			
Mental Health Training Coordinator	$ 96,708	57.061%	$ 55,182
Clinical Psychologist II	111,562	33.125%	36,955
Mental Health Services Coordinator I	79,788	36.697%	29,280
Mental Health Counselor, RN	94,346	36.697%	34,622
Psychiatric Technician II	53,259	36.698%	19,545
Total Personnel Costs			**$ 175,584**
Sub-Contractor Costs			
Assistant Behavioral Sciences Consultant	$ 30,107	100.000%	$ 30,107
Assistant Behavioral Sciences Consultant	30,107	100.000%	30,107
Total Sub-Contractor Costs			**$ 60,214**
Operational Costs			
AIDS Project Los Angeles, Inc.			37,466
L.A. Gay & Lesbian Center			65,136
Indirect Costs @ 10% total budget			37,600
Total Operational Costs			**$ 140,202**
TOTAL CONTRACT AMOUNT			**$ 376,000**

Contractor: Los Angeles County DMH, HIV/MH
Contract #: 04-74200-000

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

BUDGET
July 1, 2005 - June 30, 2006

BUDGET ITEM	ANNUAL SALARY & EB	% OF TIME	TOTAL AMOUNT
Personnel Cost			
Mental Health Training Coordinator	$ 96,708	57.061%	$ 55,182
Clinical Psychologist II	111,562	33.125%	36,955
Mental Health Services Coordinator I	79,788	36.697%	29,280
Mental Health Counselor, RN	94,346	36.697%	34,622
Psychiatric Technician II	53,259	36.698%	19,545
Total Personnel Costs			**$ 175,584**
Sub-Contractor Costs			
Assistant Behavioral Sciences Consultant	$ 30,107	100.000%	$ 30,107
Assistant Behavioral Sciences Consultant	30,107	100.000%	30,107
Total Sub-Contractor Costs			**$ 60,214**
Operational Costs			
AIDS Project Los Angeles, Inc.			37,466
L.A. Gay & Lesbian Center			65,136
Indirect Costs @ 10% total budget			37,600
Total Operational Costs			**$ 140,202**
TOTAL CONTRACT AMOUNT			**$ 376,000**

Contractor: Los Angeles County DMH, HIV/MH
Contract #: 04-74200-000

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

BUDGET
July 1, 2006 - June 30, 2007

BUDGET ITEM	ANNUAL SALARY & EB	% OF TIME	TOTAL AMOUNT
Personnel Cost			
Mental Health Training Coordinator	$ 96,708	57.061%	$ 55,182
Clinical Psychologist II	111,562	33.125%	36,955
Mental Health Services Coordinator I	79,788	36.697%	29,280
Mental Health Counselor, RN	94,346	36.697%	34,622
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Total Sub-Contractor Costs			**$ 60,214**
Operational Costs			
AIDS Project Los Angeles, Inc.			37,466
L.A. Gay & Lesbian Center			65,136
Indirect Costs @ 10% total budget			37,600
Total Operational Costs			**$ 140,202**
TOTAL CONTRACT AMOUNT			**$ 376,000**

Contractor: Los Angeles County DMH, HIV/MH
Contract #: 04-74200-000

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

BUDGET
July 1, 2004 - June 30, 2007

BUDGET ITEM	FY 2004-2005	FY 2005-2006	FY 2006-2007
Personnel Cost			
Mental Health Training Coordinator	$ 55,182	$ 55,182	$ 55,182
Clinical Psychologist II	36,955	36,955	36,955
Mental Health Services Coordinator I	29,280	29,280	29,280
Mental Health Counselor, RN	34,622	34,622	34,622
Psychiatric Technician II	19,545	19,545	19,545
Total Personnel Costs	**$ 175,584**	**$ 175,584**	**$ 175,584**
Sub-Contractor Costs			
Assistant Behavioral Sciences Consultant	$ 30,107	$ 30,107	$ 30,107
Assistant Behavioral Sciences Consultant	30,107	30,107	30,107
Total Sub-Contractor Costs	**$ 60,214**	**$ 60,214**	**$ 60,214**
Operational Costs			
AIDS Project Los Angeles, Inc.	37,466	37,466	37,466
L.A. Gay & Lesbian Center	65,136	65,136	65,136
Indirect Costs @ 10% total budget	37,600	37,600	37,600
Total Operational Costs	**$ 140,202**	**$ 140,202**	**$ 140,202**
TOTAL CONTRACT AMOUNT	**$ 376,000**	**$ 376,000**	**$ 376,000**

GTC 304

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. 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 thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of $50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:
a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

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EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Termination
Either party may terminate this Contract by giving 30 days written notice to the other party. The notice of termination shall specify the effective date of termination.

Upon the Contractor's receipt of notice of termination from the Department of Mental Health (DMH), and except as otherwise directed in the notice, the Contractor shall:

1. Stop work on the date specified in the notice.

2. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Contract up to effective date of termination.

3. Terminate all orders and subcontracts;

4. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;

5. Deliver or make available to DMH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have bees accumulated by the Contractor under this Contract, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Contract shall be made. Such adjustment shall include reasonable compensation for all services rend rendered, materials supplies, and expenses incurred pursuant to this Contract prior to the effective date of termination.

Subcontracts
Contractor shall submit any subcontractors to the Department of Mental Health for approval by the Department of Mental Health prior to implementation of the contract. Upon termination of any subcontract, the Department of Mental Health shall be notified immediately.

Disputes
Any dispute concerning a question of fact arising under this contract, that is not disposed of by agreement, shall be decided by the Deputy Director of Administration. All issues pertaining to this dispute will be submitted in written statements and addressed to the Deputy Director of Administration, Division of Administration, Department of Mental Health, 1600 Ninth Street, Room 150, Sacramento, CA 95814. Such written notice must contain the Contract Number. The Deputy Director's decision shall be final and binding to all parties. Within ten days of receipt of such notice, the Deputy Director, Division of Administration shall advise the Contractor of his/her findings. These findings do not preclude Contractor from any other resolution allowed by the laws of the State of California. (Public Contract Code Section 10381)

Neither the pendency of a dispute nor its consideration by the Deputy Director of Administration will excuse the Contractor from full and timely performance in accordance with the terms of the contract.

Law Governing
It is understood and agreed that this Contract shall be governed by the laws of the State of California both as to interpretation and performance.

Contract Manager
The Department of Mental Health may change it's Contract Manager by written notice given to the Contractor at any time.

Confidentiality of Data and Documents
1. Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Contract Manager.

2. Permission to disclose information or documents on one occasion or at public hearings held by the Department of Mental Health relating to the same shall not authorize Contractor to further disclose such information or documents on any other occasion.

3. Contractor will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the Department of Mental Health's actions on the same, except to the Department of Mental Health staff, Contractor's own personnel involved in the performance of this Contract, at a public hearing, or in response to questions from a legislative committee.

4. If requested by the Department of Mental Health, Contractor shall require each of it employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by the Department of Mental Health and shall supply the Department of Mental Health with evidence thereof.

5. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

6. After any data or documents submitted has become a part of the public records of the State, Contractor may, if it wishes to do so, at its own expense and upon approval by the Contract Manager, 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 any of its contractors or subcontractors makes 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.

Provisions Relating to Data

1. "Data" as used in this Contract 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 Contract. 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.

2. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Contract and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Contract is commenced.

3. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

4. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the Department of Mental Health. Such data shall be property of the Department of Mental Health.

5. "Generated data" shall be the property of the Department of Mental Health unless and only to the extent that it is specifically provided otherwise herein.

6. The title to Contractor's proprietary data shall remain in the Contractor's possession throughout the term of this Contract and thereafter. As to generated data which is reserved to the Contractor by express terms of this Contract 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, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three years after receipt by the State of the final report or termination of this Contract 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 Contract, whichever is later.

7. Prior to the expiration of such time, and before changing the form of or destroying any such data, Contractor shall notify the Department of Mental Health of any such contemplated action; and the Department of Mental Health may, within 30 days after said notification, determine whether it desires said data to be further preserved and, if the Department of Mental Health so elects, the expense of further preservation of said data shall be paid for by the Department of Mental Health. Contractor agrees that Department of Mental Health 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 Contract, and Contractor 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.

Changes in Time for Performance of Tasks

The time for performance of the tasks and items within the budget, but not the total contract price, may be changed with the prior written approval of the Contract Manager. However, the date for completion of performance and the total contract price, as well as all other terms not specifically accepted may be altered only by formal amendment of this Contract.

Approval of Product

Each product to be approved under this Contract shall be approved by the Contract Manager. The Department of Mental Health's determination as to satisfactory work shall be final absent fraud, mistake or arbitrariness.

Waiver
No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Department of Mental Health to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of the Department of Mental Health to enforce said provisions.

Contract is Complete
Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.

Captions
The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do no purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

Public Hearings
If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor will make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's

Force Majeure
Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God, interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause of delay,. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

Permits and Licenses
The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Contract. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the Department of Mental Health in writing.

Litigation
The Department of Mental Health, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the Department of Mental Health or its officers or employees for which the contractor must provide indemnification under this Contract. The failure of the Department of Mental Health to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the Department of Mental Health of any claim or action against it which affects, or may affect, this Contract, the terms and conditions hereunder, or the Department of Mental Health, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the Department of Mental Health.

Severability
If any provision of this Contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract and remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed to be severable.

Budget Disclaimer
If this Contract overlaps State fiscal years, should funds not be appropriated by the Legislature for the fiscal year(s) following that during which this Contract was executed, the State may exercise its option to cancel this Contract or reduce funding and make appropriate line item changes upon providing reasonable notice thereof.

If this Contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress and approved by the Legislature for the fiscal year(s) following that during which this Contract was executed, the State may exercise its option to cancel this Contract.

In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Contract in any manner.

Public Contract Code

Contractor is advised that provisions of Public Contract Code Sections 10355 through 10382 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Contract.

Client Confidentiality

1. For contract involving clients and information regarding clients, the Contractor shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this contract, except for statistical information not identifying any client. Client is defined as "those persons receiving services pursuant to a Department of Mental Health funded program." Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.

2. Contractor shall promptly transmit to the Department of Mental Health all requests for disclosure of such identifying information not emanating from the client.

3. Contractor shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the Department of Mental Health without prior written authorization from DMH.

4. For purposes of this section, identity shall include but not be limited to name, identifying number, symbol or other identifying piece of information assigned to the individual, such as a finger or voice print or a photograph which can be used to identify the individual person.

Conflict of Interest Certification

In accordance with State laws and Departmental policy, no employees (including contractors) shall participate in incompatible activities which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the Department's Conflict of Interest Code to file statements of economic interest. Employees whose positions have been designated will be notified by the department if a statement is required.

In signing this contract, I certify that I have read and understand the following:

GOVERNMENT CODE 19990

A state officer or employee shall not engage in any employment, activity, or enterprise, which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee.

Each appointing power shall determine, subject to approval of the department, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to all of the following:

1. Using the prestige or influence of the state or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.

2. Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.

3. Receiving or accepting money or any other consideration from anyone other than the state for the performance of his or her duties as a state officer or employee.

4. Performance of an act in other than his or her capacity as a state officer or employee knowing that the act may later be subject, directly or indirectly to the control, inspection, review, audit, or enforcement by the officer or employee.

5. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.

6. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his or her full time, attention, and efforts to his or her state office or employment during his or her hours of duty as a state officer or employee.