COUNTY OF LOS ANGELES

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DEPARTMENT OF MENTAL HEALTH

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April 20, 2006

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:

AUTHORIZATION TO IMPLEMENT THE MENTAL HEALTH SERVICES ACT COMMUNITY SERVICES AND SUPPORTS PLAN AND APPROVAL OF REQUESTS FOR APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2005-2006 (ALL SUPERVISORIAL DISTRICTS) (4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Department of Mental Health (DMH) to implement the Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan in accordance with the three (3) year MHSA CSS Plan approved by the California State Department of Mental (SDMH) on February 14, 2006. MHSA funds received from SDMH in the amount of $73,196,067 for Fiscal Year (FY) 2005-2006 will be allocated as detailed in the proposed MHSA spending plan for FY 2005-2006 (Attachment I). MHSA funds to be received from SDMH in the amount of $90,690,728 for FY 2006-2007 will be allocated as detailed in the proposed MHSA spending plan for FY 2006-2007 (Attachment II).

2. Approve the Request for Appropriation Adjustment (Attachment III) for FY 2005-2006 in the amount of $24,768,000 funded with $21,251,000 of MHSA funds, $1,046,000 in Early and Periodic Screening, Diagnosis and Treatment (EPSDT) - State General Funds (SGF), $1,279,000 in EPSDT Federal Financial Participation (FFP) Medi-Cal, $1,034,000 in non-EPSDT FFP Medi-Cal, and $158,000 in Medi-Cal Administrative Activities (MAA) revenue to fund projected Salaries & Employee Benefits (S & EB), Services and Supplies (S & S),

and Fixed Assets, as detailed in Attachment I. This Appropriation Adjustment will provide the necessary spending authority that has not yet been included in DMH's FY 2005-2006 Adopted Budget.

3. Approve the Request for Appropriation Adjustment (Attachment IV) for FY 2005-2006 in the amount of $271,251,000 to adjust the Designation for the MHSA Proposition 63 balance by $174,110,000, transfer $21,251,000 from the Designation to Operating Financing Uses, recognize the deferred revenue, $2,694,000, as revenue, and fund the MHSA CSS Plan of $73,196,000.

4. Delegate authority to the Director of Mental Health or his designee to accept future MHSA CSS Plan funding awards from SDMH as it is anticipated that the County of Los Angeles will be awarded additional MHSA CSS Plan funds based on additional funding approvals within DMH's MHSA CSS Plan. Appropriate notification of acceptance of such funding awards will be provided to your Board and the Chief Administrative Officer (CAO).

5. Authorize DMH to fill 260 ordinance positions/258.5 Full-Time Equivalent (FTE), as detailed on Attachment V, in excess of what is provided for in DMH's staffing ordinance, pursuant to Section 6.06.020 of the County Code and subject to allocation by the Department of Human Resources (DHR).

6. Authorize the establishment of Capital Project No. 69545 to install a modular building for the Psychiatric Urgent Care Center facility at the Olive View-UCLA Medical Center (Olive View).

7. Approve and authorize the Purchasing Agent/Internal Services Department (ISD) to issue purchase orders to persons and/or vendors to provide training for MHSA. Participants who will train and be trained will include non-County personnel such as consumers, family members, advocates, providers, community members, volunteers, student interns, and other caregivers. The training will be for MHSA related activities that are consistent with the philosophy of the MHSA and DMH's transformation of the mental health system.

8. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute a new Sole Source Consultant Agreement substantially similar to Attachment VI with Pacific Clinics to administer the new countywide MHSA Family Crisis Services/Respite Care Program (refer to Attachment VII). The term will be effective the date of execution with two one-year renewal options through FY 2007-2008 exercisable by DMH. Total funding will be $78,511 for FY 2005-2006 and $471,068 each for FYs 2006-2007 and 2007-2008.

9. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute an Amendment No. 3, substantially similar to Attachment VIII to the Fiscal Intermediary Agreement for Academic Training and Student Professional Development Programs No. DMH-01739, with California State University, Long Beach Foundation (CSULB) to add $800,000 for FY 2005-2006 only, to increase its current fiscal intermediary services for academic training to disburse stipends to 75 additional students under DMH's Student Professional Development Programs. The total compensation amount for FY 2005-2006 will be $1,000,000.

10. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute amendments to the Legal Entity Agreements and establish as new Maximum Contract Amounts (MCAs) the aggregate of the original Agreement and all amendments provided that: 1) the County's total payments to the Contractor under the Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable MCA; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer (CAO) or their designee is obtained prior to any such amendment; 5) County and contractor may, by written amendments, reduce programs or services without reference to the 20 percent limitation; and 6) 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 ACTION

Board approval of the recommended actions will allow DMH to accept and receive MHSA funds from SDMH and enable DMH to begin actual implementation of the delivery of mental health services described in its MHSA CSS Plan. These services, to be delivered by both directly-operated and contracted providers, will allow DMH to begin the transformation of its current mental health system from one that focuses primarily on clinical services into one in which DMH can partner with clients, their families, and their communities to provide services that *"do whatever it takes*" to enable people to attain their goals toward recovery.

Additionally, Board approval will allow for the following MHSA actions:

- Olive View: the establishment of the capital project will provide for the installation of the Olive View Modular Building to house the additional staff at the Psychiatric Urgent Care Center. DMH and the CAO will return to your Board for approval of the final design plans and an appropriation adjustment to fund the project.

- CSULB: Board approval is being requested to amend the Agreement with CSULB as the recommended increase of $800,000 to the MCA is not within DMH's delegated authority. Also, approval of additional funds to CSULB will allow for an expansion of its fiscal intermediary responsibilities to pay tuition costs and/or stipends to assist an additional 75 students who are part of the Social Work Graduate Education Project and who attend the following universities: CSULB, University of Southern California, University of California at Los Angeles, and California State University Los Angeles. This will provide a pool of candidates to meet the need for licensed clinicians in various disciplines to deliver MHSA-funded services.

Even though DMH's proposed MHSA spending plan as presented in Attachments I and II corresponds to what was approved by SDMH in DMH's CSS Plan, it still remains a projection. Therefore, since variances are anticipated, DMH expects some flexibility in restructuring/realigning its MHSA spending plan as DMH continues to explore ways to help mitigate its projected FY 2006-2007 structural budget deficit.

DMH will return to your Board for authority to execute contract amendments with new contractors and existing contractors where there is over a 20 percent increase in their MCA, and to obtain approval of any new contracts, including sole source contracts.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Implementation of DMH's MHSA CSS Plan supports the County's strategic goals of "Service Excellence," and "Organizational Effectiveness." DMH's acceptance of MHSA CSS Plan funds will initiate decisive steps toward accomplishing adopted strategies for achieving Program Goals of "Children and Family Well-Being," and "Health and Mental Health," of the County Strategic Plan. This will be accomplished by improving the delivery, efficiency, and effectiveness of mental health operations governed by the MHSA across the entire service delivery system of directly-operated and contract providers, fee-for-service network providers, and hospitals.

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

State allocated MHSA funds for FYs 2005-2006 and 2006-2007 are as follows:

	FY 2005-2006	FY 2006-2007
Ongoing funds	$37,413,667	$ 90,690,728
One-time funds	$35,782,400	$ 22,001,916[1]
Total MHSA CSS Plan funds	$73,196,067	$112,692,644

The preliminary spending plan for FY 2005-2006 (Attachment I), including MHSA funds, EPSDT-SGF, EPSDT-FFP Medi-Cal, non EPSDT-FFP Medi-Cal, and MAA revenue totals $77,541,070. Due to implementation delays, the projected cost for FY 2005-2006 is $31,965,694. The balance of $45,575,376 will be placed in the Trust account to be carried over into FY 2006-2007. $22,001,916 of this amount has already been identified in the one-time spending plan. DMH will develop a spending plan for the remaining amount of $23,573,460 and return to your Board to request spending authority.

The preliminary spending plan for FY 2006-2007 (Attachment II), including MHSA funds, EPSDT-SGF, EPSDT-FFP Medi-Cal, non EPSDT-FFP Medi-Cal, and MAA revenue totals $146,763,431. Of this amount $124,761,515 is for ongoing activities while $22,001,916 is for one-time components of the plan funded by anticipated one-time FY 2005-2006 carryover funds resulting from implementation delays of the FY 2005-2006 spending plan.

The FY 2005-2006 Adopted Budget includes $14.4 million of MHSA funds to fund transformation of existing traditional mental health services to the recovery-focused model required by the MHSA. This mitigates the loss of $14.4 million in 1115 Waiver revenue that terminated June 30, 2005. The $14.4 million represents the minimum level of transformation that will be achieved by the contract and directly-operated providers. Any additional transformation will partially mitigate the projected FY 2006-2007 structural budget deficit.

$6,700,000 in costs for the Augustus F. Hawkins and Olive View Urgent Care Centers, currently funded with net County cost, are eligible to be funded with MHSA funds and have been included in the CSS spending plan. This also partially mitigates the FY 2006-2007 structural budget deficit.

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[1] The $22,001,916 represents carryover of unexpended one-time funds from FY 2005-2006.

The Appropriation Adjustment (Attachment III) in the amount of $24,768,000 funded with $21,251,000 of MHSA funds, $1,046,000 EPSDT-SGF, $1,279,000 in EPSDT-FFP Medi-Cal, $1,034,000 in non-EPSDT-FFP Medi-Cal, and $158,000 in MAA revenue will provide spending authority to implement the MHSA CSS spending plan.

The Appropriation Adjustment (Attachment IV) in the amount of $271,251,000 will adjust the Designation for the MHSA Proposition 63 balance by $174,110,000, transfer $21,251,000 from the Designation to Operating Financing Uses, recognize the deferred revenue, $2,694,000, as revenue, and fund the MHSA CSS Plan of $73,196,000. The Department will budget the MHSA funds annually based on the actual funds received from the State.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DMH CSS Plan is a conceptual framework designed to create a culturally competent mental health system, which promotes recovery and wellness for adults and older adults with severe mental illness and resiliency for children and youth with serious emotional disorders and their families. The CSS Plan was submitted to SDMH on October 13, 2005, and approved on February 14, 2006. DMH is ready to implement the CSS Plan, developed and organized by stakeholders, to serve specific age groups and provide cross-cutting services designed to serve all age groups, as well as to provide services utilizing one-time funds.

DMH's CSS Plan has the following funding structure for FY 2005-2006 as detailed in the Program Description (Attachment VII):

I. Ongoing Funds totaling $41,758,670 ($37,413,667 of MHSA CSS Plan funds, $1,045,659 of EPSDT–SGF, $1,279,249 of EPSDT-FFP Medi-Cal, $1,862,489 of non EPSDT-FFP Medi-Cal, and $157,606 of MAA revenue.)

II. One-Time Funds:

- Housing Trust Fund: DMH will use $11,600,000 of one-time funds to help capitalize a Housing Trust Fund to support the development of new permanent supportive housing for individuals with psychiatric disabilities, particularly those individuals who are homeless or are living in Residential Care Facilities, Institutions for Mental Disease, and other settings such as Sober or Collaborative Living facilities.

- Training and Workforce Development: DMH will use $4,063,000 to provide training of County and non-County employees in an effort to transform DMH's mental health services in ways consistent with the values and aims of the MHSA.

- Outreach and Engagement: DMH will use $3,000,000 of one-time funds to support ongoing planning, efforts to engage communities traditionally un-served by the mental health system.

- Planning and Outcomes Infrastructure: DMH will use $3,000,000 of one-time funds to build the infrastructure needed to track client outcomes over time. A requirement of the MHSA involves performance measures to evaluate programs and demonstrate the effectiveness of services/supports with regard to client outcomes. This is required to determine and set in place the performance indicators and measurement methods relevant to examining the public/community impact of MHSA services, supports and system transformational processes.

  Outcome indicators were developed in partnership with SDMH and the Statewide Performance Measures Advisory Committee. The DMH Chief Information Office Bureau (CIOB) has created an electronic application to collect the outcomes data from service providers either online or by using electronic transmittal from the providers' own data systems. Outcomes data will be integrated with other client demographic and services information to provide a comprehensive description. This application is currently in final test stages at four pilot programs.

- System Infrastructure/Start-up: DMH will use $14,119,400 of one-time funds for infrastructure essential to support the CSS Plan in the areas of transportation, critical clinic refurbishments, the purchase of modular buildings and equipment, and Client Supportive Services' funding to supplement infrastructure needs. Client Supportive Services' funding will be used for essential services that may not be reimbursable under Medi-Cal or other benefits programs – e.g., outreach and engagement services, housing services, or employment services.

The Agreement/Amendment formats have been approved as to form by County Counsel. The CAO has reviewed the proposed actions. Clinical and administrative staff of DMH will continue to administer and supervise the agreements, evaluate programs to ensure that quality services are being provided to clients, and ensure that MHSA Master Service Agreement provisions and DMH policies are being followed.

ENVIRONMENTAL DOCUMENTATION

Establishing the recommended capital project at Olive View will have no effect on the environment. The appropriate environmental document for the project will be prepared prior to returning to your Board to approve final design plans and advertise for bids to construct the project.

CONTRACTING PROCESS

The CSS Plan includes amounts for consulting and service delivery contractors. All contracts and consulting agreements will be awarded, or current contracts extended, based upon established County processes, either through delegated authority and/or through the DMH Request for Statement of Qualifications (RFSQ) solicitation process that established a MHSA Master Agreement list approved by your Board on March 7, 2006.

The RFSQ process is an open and continuous process that is a fair and equitable alternative to the Request for Proposal (RFP) process. It has simplified and streamlined the MHSA solicitation and contracting process enabling DMH to establish a non-exclusive list of pre-qualified contractors on the MHSA Master Agreement list that have met the minimum qualifications listed in the RFSQ and have demonstrated relevant experience and capacity to provide the various services detailed in the CSS Plan.

With the MHSA Master Agreement list established and continually updated with additional pre-qualified contractors, DMH has moved into the second phase of the RFSQ process. The Department has issued Request for Services (RFS) No. 1 for Full Service Partnerships and will be issuing additional RFSs that include detailed and specific Statements of Work by service type, target population, and area of service delivery.

Throughout the planning process to create the CSS Plan, stakeholders indicated that the mental health system resulting from this infusion of funding should be balanced with a mixture of contract and directly operated service providers. Subsequently, decisions about the allocation of funds between contract and directly-operated providers will be driven by the principal of facilitating a balanced system.

The Purchasing Agent/ISD will follow established County processes in issuing purchase orders to persons/vendors that will be providing training to non-County personnel.

DMH will enter into a sole source Agreement, effective the date of execution, with Pacific Clinics to administer the new countywide MHSA Family Crisis Services/Respite

Care Program. DMH has met the County's requirement for advance notification of intent to negotiate a sole source contract of $250,000 or greater in its notification letter to your Board dated March 7, 2006.

IMPACT ON CURRENT SERVICES

SDMH approval of DMH's CSS Plan and authorization to expend MHSA funds will enable DMH to begin to utilize this new revenue stream and implement services within the CSS Plan framework and the requirements set by SDMH. DMH expects that the services of the Department and contract agencies will significantly improve in quality and quantity as all involved move toward "*doing whatever it takes*" to meet the needs the CSS Plan target population to attain their goals toward recovery.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board actions. It is requested that the Executive Officer of the Board notifies the DMH's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,

Susan Kerr for

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

MJS:SK:RK:aw

Attachments (8)

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

Aw: MHSA Approp BL

Mental Health Service Act
FY 2005-06
Community Support Services
MHSA Fund and Other Funds

#	Program Work Plan	Budget Breakdown by Line Item S&EB	S&S	Fixed Assets	TOTAL APPROPRIATION	EPSDT FFP	EPSDT SGF	MHSA EPSDT Match	NON-EPSDT FFP	MHSA NON-EPSDT Local Match	MAA FFP	MHSA MAA Local Match	MHSA (Non Match, Flex, Uninsured)	TOTAL FUNDING	MHSA Funds to Remain In Trust	TOTAL GROSS PROGRAM	TOTAL MHSA FUND
	CHILDREN																
C-01	Children's Full Service Partnerships	$ 163,640	$ 2,066,195	$ -	2,229,835	$ 915,287	748,154	167,133	-	-	-	-	$ 399,261	$ 2,229,835	$ 1,690,023	$ 3,919,858	$ 2,256,417
C-02	Family Support Services	24,642	285,725	-	310,367	-	-	-	-	-	-	-	310,367	310,367	1,147,967	1,458,334	1,458,334
C-03	Integrated MH/COD Svcs	345,056	134,628	-	479,684	82,951	67,804	15,147	-	-	-	-	313,782	479,684	296,072	775,756	625,001
C-04	Family Crisis Svcs: Respite Care	6,353	79,391	-	85,744	-	-	-	-	-	-	-	85,744	85,744	122,589	208,333	208,333
	Sub-total	$ 539,691	$ 2,565,939	$ -	$ 3,105,630	$ 998,238	$ 815,958	$ 182,280	$ -	$ -	$ -	$ -	$ 1,109,154	$ 3,105,630	$ 3,256,651	$ 6,362,281	$ 4,548,085
	TAY																
T-01	TAY Full Service Partnerships	$ 138,094	$ 978,337	$ -	1,116,431	$ 206,500	168,794	37,706	66,730	66,730	-	-	$ 569,971	$ 1,116,431	$ 2,124,478	3,240,909	2,798,885
T-02	Drop-in Centers	-	41,667	-	41,667	-	-	-	-	-	-	-	41,667	41,667	166,667	208,334	208,334
T-03	TAY Housing Services	116,376	105,958	-	222,334	-	-	-	-	-	-	-	222,334	222,334	433,916	656,250	656,250
T-04	Probation Camp Services	-	125,000	-	125,000	-	-	-	-	-	-	-	125,000	125,000	500,000	625,000	625,000
	Sub-total	$ 254,470	$ 1,250,962	$ -	$ 1,505,432	$ 206,500	$ 168,794	$ 37,706	$ 66,730	$ 66,730	$ -	$ -	$ 958,972	$ 1,505,432	$ 3,225,061	$ 4,730,493	$ 4,288,469
	ADULTS																
A-01	Adult Full Service Partnerships	$ 2,942,010	$ 1,971,031	$ -	4,913,041	$ -	-	-	964,020	964,020	-	-	$ 2,985,001	4,913,041	$ 8,946,813	13,859,854	12,895,834
A-02	Wellness/Client-Run Centers	151,991	137,586	-	289,577	-	-	-	32,175	32,175	-	-	225,227	289,577	492598	782,175	750,000
A-03	IMD Step-Down Facilities	0	197917	-	197,917	-	-	-	39,583	39,583	-	-	118751	197,917	633333	831,250	791,667
A-04	Housing Services	225,705	105,774	-	331,479	-	-	-	-	-	-	-	331,479	331,479	438565	770,044	770,044
A-05	Jail Transition and Linkage Services	247,803	58,750	-	306,553	-	-	-	-	-	-	-	306,553	306,553	421,824	728,377	728,377
	Sub-total	$ 3,567,509	$ 2,471,058	$ -	$ 6,038,567	$ -	$ -	$ -	$ 1,035,778	$ 1,035,778	$ -	$ -	$ 3,967,011	$ 6,038,567	$ 10,933,133	$ 16,971,700	$ 15,935,922
	OLDER ADULTS																
OA-01	Older Adults Full Service Partnerships	$ -	$ 256,900	$ -	256,900	-	-	-	82,000	82,000	-	-	$ 92,900	256,900	699,600	956,500	874,500
OA-02	Transformation Design Team	70,184	14,527	-	84,711	-	-	-	-	-	-	-	84,711	84,711	52,789	137,500	137,500
OA-03	Field-Capable Clinical Services	27,666	3,290	-	30,956	-	-	-	-	-	-	-	30,956	30,956	2,085,168	2,116,124	2,116,124
OA-04	Service Extenders	0	-	-	-	-	-	-	-	-	-	-	-	-	103,125	103,125	103,125
OA-05	Training	0	82,858	-	82,858	-	-	-	-	-	-	-	82,858	82,858		82,858	82,858
	Sub-total	$ 97,850	$ 357,575	$ -	$ 455,425	$ -	$ -	$ -	$ 82,000	$ 82,000	$ -	$ -	$ 291,425	$ 455,425	$ 2,940,682	$ 3,396,107	$ 3,314,107
	CROSS-CUTTING																
SN-01	Service Area Navigator Teams	$ 1,060,102	$ 159,750	$ -	1,219,852	$ -	-	-	-	-	-	-	$ 1,219,852	1,219,852	$ 821,815	2,041,667	2,041,667
ACS-01	Alternative Crisis Services	2,734,469	1,598,983	-	4,333,452	74,511	60,907	13,605	677,981	677,981	-	-	2,828,467	4,333,452	1,625,780	5,959,232	5,145,833
POE-01	Planning, Outreach, Engagement	144,246	100,000	-	244,246	-	-	-	-	-	-	-	244,246	244,246	20,338	264,584	264,584
ADM-01	Administration	1,056,798	225,808	-	1,282,606	-	-	-	-	-	157,606	292,697	832,303	1,282,606	750,000	2,032,606	1,875,000
	Sub-total	$ 4,995,615	$ 2,084,541	$ -	$ 7,080,156	$ 74,511	$ 60,907	$ 13,605	$ 677,981	$ 677,981	$ 157,606	$ 292,697	$ 5,124,868	$ 7,080,156	$ 3,217,933	$ 10,298,089	$ 9,327,084
	Total Ongoing Fund	$ 9,455,135	$ 8,730,075	$ -	$ 18,185,210	$ 1,279,249	$ 1,045,659	$ 233,591	$ 1,862,489	$ 1,862,489	$ 157,606	$ 292,697	$ 11,451,430	$ 18,185,210	$ 23,573,460	$ 41,758,670	$ 37,413,667
	ONE-TIME FUNDING																
OT - 01	Housing Trust Fund	$ 58,111	$ 2,825,674	$ -	2,883,785	$ -	-	-	-	-	-	-	$ 2,883,785	2,883,785	$ 8,716,215	11,600,000	11,600,000
OT - 02	Training & Workforce Development	-	4,063,000	-	4,063,000	-	-	-	-	-	-	-	4,063,000	4,063,000	-	4,063,000	4,063,000
OT - 03	Outreach & Engagement	353,114	805,022	-	1,158,136	-	-	-	-	-	-	-	1,158,136	1,158,136	1,840,364	2,998,500	2,998,500
OT - 04	Planning & Outcomes	353,114	805,022	-	1,158,136	-	-	-	-	-	-	-	1,158,136	1,158,136	1,840,364	2,998,500	2,998,500
OT - 05	Infrastructure	0	850,000	426,333	1,276,333	0	-	-	-	-	-	-	1,276,333	1,276,333	3,796,667	5,073,000	5,073,000
OT - 07	Start Up Costs (Staff & AB 2034)	434,761	473,000	-	907,761	-	-	-	-	-	-	-	907,761	907,761	727,000	1,634,761	1,634,761
OT - 08	Directly Operated Clinics	-	1,166,667	-	1,166,667	-	-	-	-	-	-	-	1,166,667	1,166,667	2,333,333	3,500,000	3,500,000
OT - 09	Provider Clinics Infrastructure	-	666,667	-	666,667	-	-	-	-	-	-	-	666,666	666,666	1,333,333	1,999,999	1,999,999
OT - 10	Skid Row Wellness Center	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000	1,000,000	1,000,000
OT - 11	Alternative Crisis/Urgent Care Centers	-	500,000	-	500,000	-	-	-	-	-	-	-	500,000	500,000	414,640	914,640	914,640
	Total One-Time Fund	$ 1,199,100	$ 12,155,052	$ 426,333	$ 13,780,485	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,780,484	$ 13,780,484	$ 22,001,916	$ 35,782,400	$ 35,782,400
	Total Request for FY 05-06	$ 10,654,235	$ 20,885,127	$ 426,333	$ 31,965,695	$ 1,279,249	$ 1,045,659	$ 233,591	$ 1,862,489	$ 1,862,489	$ 157,606	$ 292,697	$ 25,231,914	$ 31,965,694	$ 45,575,376	$ 77,541,070	$ 73,196,067

Mental Health Service Act
FY 2006-07
Community Support Services
MHSA fund and Other Funds

#	Program Work Plan	Budget Breakdown by Line Item S&EB	S&S	Fixed Assets	TOTAL APPROPRIATION	EPSDT FFP	EPSDT SGF	MHSA EPSDT Match	NON-EPSDT FFP	MHSA NON-EPSDT Local Match	MAA FFP	MHSA MAA Local Match	MHSA (Non Match, Flex, Uninsured)	TOTAL FUNDING	MHSA Funds to Remain in Trust	TOTAL GROSS PROGRAM	TOTAL MHSA FUND
	CHILDREN																
C-01	Children's Full Service Partnerships	$ 558,335	$ 22,556,999	$ -	23,115,334	$ 9,963,319	8,144,017	1,819,302	-	-	-	-	$ 3,188,696	$ 23,115,334	$ -	$ 23,115,334	$ 5,007,998
C-02	Family Support Services	98,566	3,401,434	-	3,500,000	-	-	-	-	-	-	-	3,500,000	3,500,000	-	3,500,000	3,500,000
C-03	Integrated MH/COD Svcs	847,202	1,255,819	-	2,103,021	331,895	271,217	60,588	-	-	-	-	1,439,411	2,103,021	-	2,103,021	1,499,999
C-04	Family Crisis Svcs: Respite Care	25,417	474,583	-	500,000	-	-	-	-	-	-	-	500,000	500,000	-	500,000	500,000
	Sub-total	$ 1,529,520	$ 27,688,835	$ -	$ 29,218,355	$10,295,124	$ 8,415,234	$ 1,879,890	$ -	$ -	$ -	$ -	$ 8,628,107	$ 29,218,355	$ -	$ 29,218,355	$ 10,507,997
	TAY																
T-01	TAY Full Service Partnerships	$ 501,857	$ 10,567,296	$ -	11,069,153	$ 2,271,500	1,856,724	414,776	734,042	734,042	-	-	$ 5,058,069	$ 11,069,153	$ -	11,069,153	6,206,887
T-02	Drop-in Centers	-	500,000	-	500,000	-	-	-	-	-	-	-	500,000	500,000	-	500,000	500,000
T-03	TAY Housing Services	465,504	1,109,496	-	1,575,000	-	-	-	-	-	-	-	1,575,000	1,575,000	-	1,575,000	1,575,000
T-04	Probation Camp Services	-	1,500,000	-	1,500,000	-	-	-	-	-	-	-	1,500,000	1,500,000	-	1,500,000	1,500,000
	Sub-total	$ 967,361	$ 13,676,792	$ -	$ 14,644,153	$ 2,271,500	$ 1,856,724	$ 414,776	$ 734,042	$ 734,042	$ -	$ -	$ 8,633,069	$ 14,644,153	$ -	$ 14,644,153	$ 9,781,887
	ADULTS																
A-01	Adult Full Service Partnerships	$ 7,575,728	$ 27,413,439	$ -	34,989,167	$ -	-	-	5,310,031	5,310,031	-	-	$ 24,369,105	34,989,167	$ -	34,989,167	29,679,136
A-02	Wellness/Client-Run Centers	607,965	1,417,035	-	2,025,000	-	-	-	225,000	225,000	-	-	1,575,000	2,025,000	0	2,025,000	1,800,000
A-03	IMD Step-Down Facilities	0	2375000	-	2,375,000	-	-	-	475,000	475,000	-	-	1,425,000	2,375,000	0	2,375,000	1,900,000
A-04	Housing Services	902,820	945,286	-	1,848,106	-	-	-	-	-	-	-	1,848,106	1,848,106	0	1,848,106	1,848,106
A-05	Jail Transition and Linkage Services	991,213	756,893	-	1,748,106	-	-	-	-	-	-	-	1,748,106	1,748,106	-	1,748,106	1,748,106
	Sub-total	$ 10,077,726	$ 32,907,653	$ -	$ 42,985,379	$ -	$ -	$ -	$ 6,010,031	$ 6,010,031	$ -	$ -	$ 30,965,317	$ 42,985,379	$ -	$ 42,985,379	$ 36,975,348
	OLDER ADULTS																
OA-01	Older Adults Full Service Partnerships	$ -	$ 2,825,900	$ -	2,825,900	-	-	-	902,000	902,000	-	-	$ 1,021,900	2,825,900	-	2,825,900	1,923,900
OA-02	Transformation Design Team	280,736	49,264	-	330,000	-	-	-	-	-	-	-	330,000	330,000	-	330,000	330,000
OA-03	Field-Capable Clinical Services	110,663	4,968,037	-	5,078,700	-	-	-	-	-	-	-	5,078,700	5,078,700	-	5,078,700	5,078,700
OA-04	Service Extenders	0	247,500	-	247,500	-	-	-	-	-	-	-	247,500	247,500	-	247,500	247,500
OA-05	Training	0	198,858	-	198,858	-	-	-	-	-	-	-	198,858	198,858	-	198,858	198,858
	Sub-total	$ 391,399	$ 8,289,559	$ -	$ 8,680,958	$ -	$ -	$ -	$ 902,000	$ 902,000	$ -	$ -	$ 6,876,958	$ 8,680,958	$ -	$ 8,680,958	$ 7,778,958
	CROSS-CUTTING																
SN-01	Service Area Navigator Teams	$ 4,240,407	$ 659,593	$ -	4,900,000	$ -	-	-	-	-	-	-	$ 4,900,000	4,900,000	$ -	4,900,000	4,900,000
ACS-01	Alternative Crisis Services	7,262,123	7,396,123	44,000	14,702,246	270,000	220,698	49,302	2,465,010	2,465,010	-	-	9,232,226	14,702,246	-	14,702,246	11,746,538
POE-01	Planning, Outreach, Engagement	2,271,931	2,228,069	-	4,500,000	-	-	-	-	-	-	-	4,500,000	4,500,000	-	4,500,000	4,500,000
ADM-01	Administration	4,227,192	903,232	-	5,130,424	-	-	-	-	-	630,424	1,170,787	3,329,213	5,130,424	-	5,130,424	4,500,000
	Sub-total	$ 18,001,653	$ 11,187,017	$ 44,000	$ 29,232,670	$ 270,000	$ 220,698	$ 49,302	$ 2,465,010	$ 2,465,010	$ 630,424	$ 1,170,787	$ 21,961,439	$ 29,232,670	$ -	$ 29,232,670	$ 25,646,538
	Total Ongoing Fund	$ 30,967,659	$ 93,749,854	$ 44,000	$ 124,761,515	$12,836,624	$ 10,492,656	$ 2,343,968	$ 10,111,083	$ 10,111,083	$ 630,424	$ 1,170,787	$ 77,064,890	$ 124,761,515	$ -	$ 124,761,515	$ 90,690,728
	ONE-TIME FUNDING																
OT - 01	Housing Trust Fund	$ 232,443	$ 8,483,772	$ -	$ 8,716,215	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,716,215	$ 8,716,215	$ -	$ 8,716,215	$ 8,716,215
OT - 02	Training & Workforce Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OT - 03	Outreach & Engagement	298,118	1,542,246	-	1,840,364	-	-	-	-	-	-	-	1,840,364	1,840,364	-	1,840,364	1,840,364
OT - 04	Planning & Outcomes	298,118	1,542,246	-	1,840,364	-	-	-	-	-	-	-	1,840,364	1,840,364	-	1,840,364	1,840,364
OT - 05	Infrastructure	-	2,944,000	852,667	3,796,667	-	-	-	-	-	-	-	3,796,667	3,796,667	-	3,796,667	3,796,667
OT - 07	Start Up Costs (Staff & AB 2034)	-	727,000	-	727,000	-	-	-	-	-	-	-	727,000	727,000	-	727,000	727,000
OT - 08	Directly Operated Clinics	-	2,333,333	-	2,333,333	-	-	-	-	-	-	-	2,333,333	2,333,333	-	2,333,333	2,333,333
OT - 09	Provider Clinics Infrastructure	-	1,333,333	-	1,333,333	-	-	-	-	-	-	-	1,333,333	1,333,333	-	1,333,333	1,333,333
OT - 10	Skid Row Wellness Center	-	850,000	150,000	1,000,000	-	-	-	-	-	-	-	1,000,000	1,000,000	-	1,000,000	1,000,000
OT - 11	Alternative Crisis/Urgent Care Centers	-	-	414,640	414,640	-	-	-	-	-	-	-	414,640	414,640	-	414,640	414,640
	Total One-time Fund	$ 828,679	$ 19,755,930	$ 1,417,307	$ 22,001,916	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,001,916	$ 22,001,916	$ -	$ 22,001,916	$ 22,001,916
	Total Request for FY 06-07	$ 31,796,338	$ 113,505,784	$ 1,461,307	$ 146,763,431	$12,836,624	$ 10,492,656	$ 2,343,968	$ 10,111,083	$ 10,111,083	$ 630,424	$ 1,170,787	$ 99,066,806	$ 146,763,431	$ -	$ 146,763,431	$ 112,692,644

* Allocation of funding will be based on bid award.

ATTACHMENT III

BOARD OF SUPERVISORS OFFICIAL COPY

76R 362M (11/83)

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 435

DEPARTMENT OF Mental Health

19

AUDITOR-CONTROLLER.
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4 Votes

Sources:
Department of Mental Health
Operating Transfer In – MHSA
A01-MH-20500-9911
$21,251,000

Department of Mental Health
Federal Aid Mental Health
A01-MH-20500-9025
$2,313,000

Department of Mental Health
Other State Aid
A01-MH-20500-8771
$1,046,000

Department of Mental Health
Federal Aid Mental Health
A01-MH-20500-9043
$158,000

Uses:
Department of Mental Health
Salaries & Employee Benefits
A01-MH-20500-1000
$4,606,000

Department of Mental Health
Services & Supplies
A01-MH-20500-2000
$19,736,000

Department of Mental Health
Fixed Assets
A01-MH-20500-6030
$426,000

This appropriation adjustment is requested to provide spending authority for the Mental Health Services Act Community Services and Support Plan, fully funded by Mental Health Services Act – Proposition 63, Early and Periodic Screening, Diagnosis and Treatment State General Funds, Federal Financial Participation Medi-Cal and Medi-Cal Administrative Activities. There is no increase in net County cost.

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

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR — ACTION / RECOMMENDATION

AUDITOR-CONTROLLER BY

NO. 19

APPROVED AS REQUESTED AS REVISED

19 CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED): BOARD OF SUPERVISORS 19

BY DEPUTY COUNTY CLERK

SEND 5 COPIES TO THE AUDITOR-CONTROLLER

ATTACHMENT IV

BOARD OF SUPERVISORS OFFICIAL COPY

78R 352M (11/83)

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 435

DEPARTMENT OF Mental Health

19

AUDITOR-CONTROLLER.
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4-VOTES

Sources:
Department of Mental Health
Designation
BTl-MH-41189-3047
$195,361,000

Department of Mental Health
Mental Health Services Act Prop 63
BTl-MH-41189-8728
$75,890,000

Uses:
Department of Mental Health
Operating Transfers Out
BTl-MH-41189-6100
$21,251,000

Department of Mental Health
State Other
BTl-MH-41189-8831
$250,000,000

This appropriation adjustment is requested to adjust the Designation for the Mental Health Services Act - Proposition 63 balance, $174,110,000, transfer $21,251,000 from the Designation to Operating Financing Uses, to recognize the deferred revenue as revenue, $2,694,000, and to fund the MHSA CSS Plan, $73,196,000. There is no increase in net County cost.

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

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR — ACTION

RECOMMENDATION

AUDITOR-CONTROLLER BY

NO. 19

APPROVED AS REQUESTED AS REVISED

19 CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED): 19
BOARD OF SUPERVISORS

BY DEPUTY COUNTY CLERK

MENTAL HEALTH SERVICES ACT (MHSA) - REQUEST FOR NEW POSITIONS

Item No.	Item Sub	Position		Ordinance	Months	FTE
Planning/MHSA Outreach & Engagement/CSS						
08697	A	Clinical Psychologist II		8	96.0	8.0
02214	A	Intermediate Typist Clerk		2	24.0	2.0
04727	A	MH Analyst II		1	12.0	1.0
04726	A	MH Clinical Program Head		1	12.0	1.0
08149	A	MH Services Coordinator II		1	12.0	1.0
02096	A	Secretary III		1	12.0	1.0
01865	A	Training Coordinator, MH		8	96.0	8.0
			Sub-Total	22	264.0	22.0
Planning/Data Analysis & Outcome						
08973	A	Research Analyst III, B.S.		3	36.0	3.0
			Sub-Total	3	36.0	3.0
Program Support Bureau - MHSA Oversight Unit						
04727	A	MH Analyst I		1	12.0	1.0
04729	A	MH Analyst II		2	24.0	2.0
			Sub-Total	3	36.0	3.0
Office of the Director						
08152	A	Program Director, Patients' Rights & Advoc		1	12.0	1.0
			Sub-Total	1	12.0	1.0
Patients' Rights						
00888	A	Administrative Assistant II		1	12.0	1.0
08103	A	Community Worker		4	48.0	4.0
04727	A	MH Analyst I		2	24.0	2.0
04729	A	MH Analyst II		2	24.0	2.0
			Sub-Total	9	108.0	9.0
Finance						
00647	A	Accountant II		6	72.0	6.0
00643	A	Accounting Technician II		1	12.0	1.0
00672	A	Health Care Financial Analyst		5	60.0	5.0
02593	A	Information Systems Coordinator		1	12.0	1.0
00666	A	Senior Accounting Systems Tech		1	12.0	1.0
			Sub-Total	14	168.0	14.0
Contracts						
00889	A	Administrative Assistant III		1	12.0	1.0
04727	A	MH Analyst I		4	48.0	4.0
04729	A	MH Analyst II		1	12.0	1.0
04731	A	MH Analyst III		1	12.0	1.0
			Sub-Total	7	84.0	7.0

MENTAL HEALTH SERVICES ACT (MHSA) - REQUEST FOR NEW POSITIONS

Item No.	Item Sub	Position	Ordinance	Months	FTE
Administrative Support					
01002	A	Administrative Services Manager I	1	12.0	1.0
		Sub-Total	1	12.0	1.0
Human Resources					
01842	A	Departmental Personnel Assistant	1	12.0	1.0
01848	A	Departmental Personnel Technician	2	24.0	2.0
02588	A	Information Systems Analyst Aid	1	12.0	1.0
01334	A	Payroll Clerk II	2	24.0	2.0
01843	A	Senior Departmental Personnel Assistant	1	12.0	1.0
01849	A	Senior Departmental Personnel Technician	4	48.0	4.0
02216	A	Senior Typist Clerk	1	12.0	1.0
08242	A	Student Worker	1	12.0	0
		Sub-Total	13	156.0	12.0
Service Area Navigator					
08103	A	Community Worker	8	96.0	8.0
02214	A	Intermediate Typist Clerk	8	96.0	8.0
08149	A	MH Services Coordinator II	16	192.0	16.0
09035	A	Psych Social Worker II	26	312.0	26.0
09038	A	Supervising Psychiatric Social Worker	2	24.0	2.0
		Sub-Total	60	720.0	60.0
Children's Systems of Care					
00889	A	Administrative Assistant III	1	12.0	1.0
04727	A	MH Analyst I	1	12.0	1.0
04729	A	MH Analyst II	1	12.0	1.0
04726	A	MH Clinical Program Head	1	12.0	1.0
09035	A	Psych Social Worker II	2	24.0	2.0
02096	A	Secretary III	1	12.0	1.0
02216	A	Senior Typist Clerk	1	12.0	1.0
00907	A	Staff Assistant I	1	12.0	1.0
		Sub-Total	9	108.0	9.0
Adult Systems of Care (ASOC)					
02214	A	Intermediate Typist Clerk	1	12.0	1.0
04729	A	MH Analyst II	2	24.0	2.0
04722	A	MH Clinical District Chief	1	12.0	1.0
04726	A	MH Clinical Program Head	1	12.0	1.0
08149	A	MH Services Coordinator II	3	36.0	3.0
02096	A	Secretary III	1	12.0	1.0
08712	A	Senior Community MH Psychologist	1	12.0	1.0
02102	A	Senior Secretary III	1	12.0	1.0
02216	A	Senior Typist Clerk	1	12.0	1.0
09038	A	Supervising Psychiatric Social Worker	1	12.0	1.0
		Sub-Total	13	156.0	13.0

MENTAL HEALTH SERVICES ACT (MHSA) - REQUEST FOR NEW POSITIONS

Item No.	Item Sub	Position	Ordinance	Months	FTE
ASOC/Jail Transition and Linkage Services					
02214	A	Intermediate Typist Clerk	1	12.0	1.0
04729	A	MH Analyst II	1	12.0	1.0
08149	A	MH Services Coordinator II	3	36.0	3.0
09035	A	Psych Social Worker II	8	96.0	8.0
00913	A	Staff Assistant II	1	12.0	1.0
09038	A	Supervising Psychiatric Social Worker	1	12.0	1.0
		Sub-Total	15	180.0	15.0
ASOC/Wellness Centers					
08108	A	Community Services Counselor	2	24.0	2.0
08103	A	Community Worker	9	108.0	9.0
05121	A	Nurse Practitioner	2	24.0	2.0
		Sub-Total	13	156.0	13.0
ASOC/Housing Services					
08103	A	Community Worker	6	72.0	6.0
08149	A	MH Services Coordinator II	8	96.0	8.0
		Sub-Total	14	168.0	14.0
ASOC/Housing Trust Fund					
00889	N	Administrative Assistant III	1	12.0	1.0
04720	N	Division Chief, Program Development, MH	1	12.0	1.0
02102	N	Senior Secretary III	1	12.0	1.0
		Sub-Total	3	36.0	3.0
Transition Age Youth					
04720	A	Division Chief, Program Development, MH	1	12.0	1.0
02109	A	Management Secretary III	1	12.0	1.0
09002	A	Medical Case Worker II	8	96.0	8.0
04731	A	MH Analyst III	1	12.0	1.0
08148	A	MH Services Coordinator I	1	12.0	1.0
08149	A	MH Services Coordinator II	1	12.0	1.0
02102	A	Senior Secretary III	1	12.0	1.0
02216	A	Senior Typist Clerk	1	12.0	1.0
		Sub-Total	15	180.0	15.0
EOB/Access					
08697	A	Clinical Psychologist II	1	12.0	1.0
08103	A	Community Worker	2	24.0	2.0
09002	A	Medical Case Worker II	1	12.0	1.0
08149	A	MH Services Coordinator II	1	12.0	1.0
09035	A	Psych Social Worker II	4	48.0	4.0
02216	A	Senior Typist Clerk	1	12.0	1.0
09038	A	Supervising Psychiatric Social Worker	1	12.0	1.0
		Sub-Total	11	132.0	11.0

MENTAL HEALTH SERVICES ACT (MHSA) - REQUEST FOR NEW POSITIONS

Item No.	Item Sub	Position	Ordinance	Months	FTE
EOB/ PMRT					
08697	A	Clinical Psychologist II	2	24.0	2.0
09035	A	Psych Social Worker II	4	48.0	4.0
		Sub-Total	6	72.0	6.0
EOB/IMD Administration					
04729	A	MH Analyst II	1	12.0	1.0
04722	A	MH Clinical District Chief	1	12.0	1.0
09035	A	Psych Social Worker II	2	24.0	2.0
08103	A	Community Worker	3	36.0	2.5
09038	A	Supervising Psychiatric Social Worker	2	24.0	2.0
		Sub-Total	9	108.0	8.5
Older Adult/Administration					
04729	A	MH Analyst II	1	12.0	1.0
04726	A	MH Clinical Program Head	1	12.0	1.0
08149	A	MH Services Coordinator II	1	12.0	1.0
02096	A	Secretary III	1	12.0	1.0
08712	A	Senior Community MH Psychologist	1	12.0	1.0
		Sub-Total	5	60.0	5.0
Olive View Urgent Care Services (Phase II)					
08103	A	Community Worker	1	12.0	1.0
09002	A	Medical Case Worker II	1	12.0	1.0
05278	A	MH Counselor, RN	4	48.0	4.0
04735	A	MH Psychiatrist	1	12.0	1.0
09192	A	Patient Resources Worker	1	12.0	1.0
09035	A	Psych Social Worker II	3	36.0	3.0
00913	A	Staff Assistant II	1	12.0	1.0
		Sub-Total	12	144.0	12.0
Westside Urgent Care Services					
04735	A	MH Psychiatrist	1	12.0	1.0
09035	A	Psych Social Worker II	1	12.0	1.0
		Sub-Total	2	24.0	2.0
		MHSA Grand Total	260	3,120.0	258.5

(1) These will be temporary positions funded by the MHSA/CSS Housing Trust Fund until Fiscal Year 2007-08. Ongoing funding will be included in the next CSS Three-Year Plan.

Attachment VI

Pacific Clinics

CONTRACT NUMBER

REFERENCE NUMBER

Business Address:
800 S. Santa Anita Avenue
Arcadia, CA 91006

Supervisory District(s) _____

CONSULTANT SERVICES AGREEMENT

FOR FAMILY CRISIS SERVICES/RESPITE CARE PROGRAM

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G. CROSSWALK FACT SHEET

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for Consultant Services (hereafter "Agreement") is made and entered into this ___ day of _____, 2006, by and between _____ (hereafter "Consultant") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "County").

RECITALS

WHEREAS, County desires to obtain respite administrative services for the new Countywide Mental Health Services Act (MHSA) Family Crisis Services/Respite Care Program as described in this Agreement; and

WHEREAS, CONSULTANT is equipped, staffed, and prepared to provide these services as described in this Agreement; and

WHEREAS, the COUNTY desires to engage CONSULTANT for such special services upon the terms provided in this Agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for such special services, including those contemplated herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties contained herein, it is agreed by and between County and Consultant as follows:

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PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human service that support achievement of the County's vision, goals, values and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the customer service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals) 1 Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy – in isolation – can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated comprehensive information, services and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other

community partners.

- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing

values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post compliant and appeal procedures

The basis for all County health and human services contracts is the provision of the

highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Consultant shall designate in writing a Contract Manager who shall function as liaison with County regarding Consultant's performance hereunder.

2.0 APPLICABLE DOCUMENTS: Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Agreement. Any reference throughout the base agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning or provisions between the base agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base agreement, and then to the exhibits according to the following priority:

1. Exhibit A Statement of Work
2. Exhibit B Consultant Employee Acknowledgement of Employer
4. Exhibit C SubConsultant Employee Acknowledgement of Employer
5. Exhibit D Attestation Regarding Federally Funded Programs
6. Exhibit E Safely Surrendered Baby Law Fact Sheet (In English and Spanish
7. Exhibit F Charitable Contributions Certification
8. Exhibit G Crosswalk Fact Sheet

3.0 SERVICES PROVIDED: Consultant shall provide services to County as set forth in Exhibit A (Statement of Work) which is attached hereto and incorporated by reference as though fully set forth herein.

4.0 1. TERM:

A. Initial Period: The Initial Period of this Agreement shall be effective the date of execution and shall continue in full force and effect through June 30, 2006.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed without further action by the parties hereto unless either party

desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than thirty days prior to the end of the Initial Period.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2006 and shall continue in full force and effect through June 30, 2007.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2007 and shall continue in full force and effect through June 30, 2008.

C. Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 44.0 (NOTICES).

5.0 COMPENSATION:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of the fiscal intermediary services described in Exhibit A (Statement of Work), Consultant shall receive a 20 percent administrative fee based on the actual amount of payments issued to respite care workers under the Respite Care Program. County shall pay Contractor a lump sum payment, which includes funds for payment by Consultant to respite care workers and payment to Consultant for its fiscal intermediary services as described in Exhibit A (Statement of Work).

A. Total compensation shall not exceed the sum of Seventy-Eight Thousand, Five Hundred Eleven DOLLARS ($78,511) for FY 2005-2006. This total is comprised of $65,426 for services, which Consultant shall use to pay respite care workers and administrative costs at a maximum of $13,085 payable to Consultant.

B. Total compensation shall not exceed the sum of Four Hundred Seventy-One Thousand, Sixty-eight DOLLARS ($471,068) for FY 2006-2007. This total is comprised of $392,557 for services, which Consultant shall use to pay respite care workers and administrative costs at a maximum of $78,511 payable to Consultant.

C. Total compensation shall not exceed the sum of Four Hundred Seventy-One Thousand, Sixty-eight DOLLARS ($471,068) for FY 2007-2008. This total is comprised of $392,557 for services, which Consultant shall use to pay respite care workers and administrative costs at a maximum of $78,511 payable to Consultant.

D. Consultant agrees to satisfactorily complete all work specified in Exhibit A, (Statement of Work). Contractor shall submit a monthly report of all services and costs eligible under the terms and conditions of this Agreement to County supporting and certifying County's advance payment. The monthly report of actual costs shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative. Consultant shall repay to County those funds not used by Consultant to pay for respite care workers or allowable as payment for Consultant's fiscal intermediary services.

5.2. Consultant shall submit reports for review/approval to:

County of Los Angeles
Department of Mental Health
550 South Vermont Avenue
Los Angeles, CA 90020
ATTN: Lisa Wicker
Program Manager

5.3 Notwithstanding any other provision of this Agreement, in no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder during the Initial Period. Furthermore, Consultant shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 44.0 (NOTICES).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Consultant shall have no claim against County for payment of any money or reimbursement, of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Contract. Should Consultant receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Contract.

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Program Manager:

6.1.1 Consultant shall report to County's Program Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices/reports submitted hereunder by Consultant, and final acceptance of all documentation and work.

6.1.2 Upon advance approval of the County Program Manager, County may provide Consultant with reasonable or use of certain County resources, such as reasonable clerical support and County facilities, as determined by the County Program Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of County resources by Consultant shall not relieve Consultant of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to County, and shall not affect Consultant's status as an independent Consultant. County's Program Manager shall be: Lisa Wicker

6.2 Consultant's Project Manager: Consultant's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of Consultant's resources, submission of invoices, and resolution of any questions/disputes. Consultant's Project Manager shall be: _____.

7.0 WARRANTY: Consultant represents and warrants that all work, deliverables, and other services provided to County shall be of professional quality, will be provided as required by this Agreement, and will be free from any material defects, errors, or omissions.

8.0 INDEMNIFICATION AND INSURANCE:

8.1 Indemnification: Consultant shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and

expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Agreement.

8.2 General Insurance Requirements: Without limiting Consultant's indemnification of County and during the term of this Agreement, Consultant shall provide and maintain, and shall require all of its SubConsultants to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Consultant's own expense.

1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to *Department of Mental Health 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA 90020,* prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement

(b) Clearly evidence all coverage's required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Consultant to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Consultant to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited

to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3) Failure to Maintain Coverage: Failure by Consultant to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct form sums due to Consultant any premium costs advanced by County for such insurance.

4) Notification of Incidents, Claims or Suits: Consultant shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Consultant and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Consultant arising from or related to services performed by Consultant under this Agreement.

(c) Any injury to a Consultant employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind

whatsoever of County property, monies or securities entrusted to Consultant under the terms of this Agreement.

5) Compensation for County Costs: In the event that Consultant fails to comply with any

of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Consultant shall pay full compensation for all costs incurred by County.

6) Insurance Coverage Requirements for SubConsultants: Consultant shall ensure any and all sub-Consultants performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Consultant providing evidence of insurance covering the activities of sub-Consultants, or

(b) Consultant providing evidence submitted by sub-Consultants evidencing that sub-Consultants maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-Consultant insurance coverage at any time.

8.3 Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned"

vehicles, or coverage for "any auto".

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Consultant is responsible. If Consultant's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act or any other Federal law for which Consultant is responsible. In all cases, the above insurance also shall include Employers Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars	($1,000,000)
Disease – policy limit:	One Million Dollars	($1,000,000)
Disease – each employee:	One Million Dollars	($1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Consultant, its officers or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

9.0 CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall provide to County an executed Consultant Acknowledgement and Confidentiality Agreement (Exhibit C) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Chief, Contracts Development and Administration Division, 550 South Vermont Avenue, Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the Consultant first performs work under this Agreement.

10.0 CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall maintain on file an executed Consultant Employee

Acknowledgement and Confidentiality Agreement (Exhibit D) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

11.0 TITLE TO PROPERTY: County and Consultant agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the Consultant pursuant to performance under this Agreement, are the sole property of the Consultant.

County and Consultant agree that all data, including enhancements and modifications of the data, generated during the course of this agreement shall remain the sole property of the County.

Consultant further agrees that any documentation or technical materials provided by County or generated by County or Consultant during the course of Consultant performance pursuant to this Agreement shall not be reproduced or disclosed without the prior written consent of County's Project Manager.

12.0 TERMINATION OF AGREEMENT:

12.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than five (5) business days after the notice is sent. Such termination shall be without liability to County other than payment for work already rendered up to the date of termination. County shall

pay Consultant the reasonable value for such work not to exceed the maximum sum due under this Agreement.

12.2 After receipt of a notice of termination and except as otherwise directed by County, Consultant shall:

A. Stop work under this Agreement on the date and to the extent specified in such notice;

B. Transfer title and deliver to County all completed work and work in process; and

C. Complete performance of such part of the work as shall not have been terminated by such notice.

12.3 Notwithstanding any other provision of this Agreement, the failure of Consultant to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto may constitute a material breach hereof, thereby justifying immediate termination or suspension of this Agreement.

Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement and, for a period of four (4) years after termination or final settlement under this Agreement.

Consultant shall make available to County, all of its books, records, documents, or other evidence bearing on the costs and expenses of Consultant under this Agreement with respect to Consultant's work hereunder. All such material shall be maintained by Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Consultant shall pay County for travel, per diem, and other cost incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

13.0 LIMITATION OF COUNTY'S OBLIGATION TO NON-APPROPRIATION OF FUNDS:

13.1 Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement. If County's Board of Supervisors fails to appropriate funds for this Agreement then this Agreement shall terminate as of June 30 of the last year for which funds were appropriated.

13.2 In the event that County's Board of Supervisors adopts a budget policy for any fiscal year which requires reductions in permissible payments hereunder, or cancellation of County contracts, this Agreement shall be subject to such policy.

13.3 In the event of the imposition of such budgetary constraints, Consultant agrees to limit its performance, and its corresponding requirements for compensation, to work remaining under this Agreement as determined by County's Project Manager.

14.0 ASSIGNMENT AND DELEGATION BY CONSULTANT:

A. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.

B. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation,

partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitles to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

15.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Consultant without the prior written consent of County, as provided in this Paragraph 16.0. Any attempt by Consultant to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Consultant, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Consultant desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Consultant shall make a written request to County for written approval to enter into the particular subcontract. Consultant's request to County shall

include:

(1) The reasons for the particular subcontract.

(2) A detailed description of the services to be provided by the subcontract.

(3) Identification of the proposed subcontract and an explanation of why and how the proposed SubConsultant was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Consultant's cost or analysis thereof.

(5) A copy of the proposed subcontract which shall contain the following provision:

> "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(6) A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision:

> "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7)."

The Consultant will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

(7) Any other information and/or certifications requested by County.

C. County shall review Consultant's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such on a case-by-case basis.

D. Consultant shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Consultant's use of any

SubConsultant, including any officers, employees, or agents of any SubConsultant, in the same manner as required for Consultant, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Consultant shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Consultant's performance, obligations, or responsibilities, to County, not shall such approval limit in any way Consultant's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all SubConsultant personnel providing services under such subcontract. Consultant shall assure that any SubConsultant personnel not approved by County shall be immediately, removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Consultant, to any SubConsultant, or to any officers, employees, or agents of Consultant or any SubConsultant, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Consultant when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Consultant, to any SubConsultant, or to any officers,

employees, or agents of Consultant or any SubConsultant, for any liability, damages, costs, or expenses arising from or related to County's exercise or such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 15.0 or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Consultant shall be solely Liable and responsible for any and all payments and/or other compensation to all SubConsultants and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any SubConsultants or their officers, employees, and agents.

K. Consultant shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Consultant pursuant to this Paragraph 15.0, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Consultant shall obtain and maintain on file an executed SubConsultant Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each SubConsultant's employees performing services under the subcontract. Such acknowledgements shall be delivered to the Chief of DMH's Contract Development and Administration Division on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

M. County shall have no liability or responsibility whatsoever for any payment or other compensation for any SubConsultant or its officers, employees, and agents.

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 15.0, including, but not limited to, consenting to any subcontracting.

16.0 CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used throughout this Agreement, including all exhibits, are for convenience only and are not a part of the Agreement and shall not be used in constructing the Agreement.

17.0 WAIVER: No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

18.0 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

19.0 CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or Consultant economic dependent of such employee, shall be employed in any capacity by or have any direct or indirect financial interest in this Agreement. No officer or employee of Consultant who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Consultant shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Consultant warrants that it is not now aware of any facts which create a conflict of interest. If Consultant hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

20.0 COMPLETE AGREEMENT: The body of this Agreement and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

21.0 MODIFICATION AND CHANGE NOTICES:

21.1 For any change which affects the scope of work, period of performance, payments, or any term or condition included in this Agreement, a negotiated written Modification to this Agreement shall be prepared and executed by County's Project Manager and Consultant.

21.2 For any change which does not affect the scope of work, period of performance, payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the County's Project Manager and Consultant.

22.0 INDEPENDENT CONSULTANT STATUS: It is understood and agreed, and it is the intention of the parties hereto, that Consultant is an independent Consultant and not the employee, agent, joint venture, or partner of County for any purpose whatsoever. Consultant shall be solely liable and responsible for the payment of any and all Federal, State or local taxes which may be or become due as a result of Consultant's engagement under this Agreement.

23.0 COUNTY LOBBYIST: Consultant, and each County lobbyist or County lobbying firm as

defined in County Code Section 2.160.010 retained by Consultant, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

24.0 ANTI-DISCRIMINATION: Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries or holding companies, are and will be treated equally by Consultant without regard to or because or race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. Consultant certifies and agrees that it will deal with its SubConsultants, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Consultant shall allow County access to its employment records during regular business hours to verify compliance with these provisions when so requested by County. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contact upon which County may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by County of such violation.

Consultant and County agree that in the event of a violation by Consultant of the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Two Thousand Dollars ($2,000.00) pursuant to California Civil Code Section 1671 as damages in lieu of canceling, terminating, or suspending this Agreement.

25.0 PROJECT PERSONNEL ARE AGENTS OF CONSULTANT: Consultant represents and warrants that all individuals performing work under this Agreement including, but not limited to, the

individuals listed in Exhibit B hereto, and their agents and SubConsultants, are fully authorized agents of Consultant for all purposes of this Agreement, and have actual and full authority to perform all activity and work related to this Agreement on behalf of Consultant.

26.0 TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determination with respect to Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

27.0 TERMINATION FOR DEFAULT:

27.1 County may, by written notice of default to Consultant, terminate this Agreement immediately in any one of the following circumstances:

If, as determined in the sole judgment of County, Consultant fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

If, as determined in the sole judgment of County, Consultant fails to perform and/or

comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

27.2 In the event that County terminates this Agreement as provided in Sub- paragraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Consultant shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

27.3 The rights and remedies of County provided in this Paragraph 28.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28.0 TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Consultant of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Consultant shall stop services under this Agreement on this date specified in such Notice of Termination.

29.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Consultant shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified

former County employees who are on a reemployment list during the term of this Agreement.

30.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Consultant's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Consultant.

31.0 CHILD SUPPORT COMPLIANCE PROGRAM:

31.1 Consultant's Warranty of Adherence to County's Child Support Compliance Program: Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

31.2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the

requirements set forth pursuant to Subparagraph 31.2 (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 28.0 (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

32.0 AUTHORIZATION WARRANTY: Consultant represents and warrants that the person executing this Agreement on its behalf is an authorized agent who has actual authority to bind Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of Consultant have been fulfilled to provide such actual authority.

33.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Consultant shall notify its employees, and shall require each SubConsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

34.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the Project.

35.0 CONSULTANT RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

35.1 A responsible Consultant is a Consultant who has demonstrated the attribute of

trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

35.2 The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Agreements which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

35.3 The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of an Agreement with the County or a nonprofit corporation created by the (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

35.4 If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

35.5 The Consultant Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall

be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

35.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Consultant Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

35.7 If a Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

35.8. The Consultant Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Consultant Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant Hearing Board shall conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

The Consultant Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Consultant Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Consultant Hearing Board.

35.9 These terms shall also apply to SubConsultants of County Consultants.

36.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Consultant hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Consultant certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Consultant certifies that, to its knowledge, none of its SubConsultants, at any tier, or any owner, officer, partner, director or other principal of any SubConsultant is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Consultant shall immediately notify County in writing, during the term of this Agreement, should it or any of its SubConsultants or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Consultant to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this

Agreement.

37.0 CONSULTANTS EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Consultant hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal Government, directly or indirectly, in whole or in part, and that Consultant will notify Director within (30) calendar days in writing of: (1) any event that would require Consultant or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal Government against Consultant or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by Federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its SubConsultants or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in

excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Consultant shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Consultant or its staff members from such participation in a Federally funded health care program. Consultant shall provide the certification set forth in Attachment E as part of its obligation under this Paragraph 37.0.

Failure by Consultant to meet the requirements of this Paragraph 37.0 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

38.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that it is a *"Covered Entity"* under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

B. The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to *transactions and code sets*, *privacy*, and *security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken

any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

C. Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents) for its failure to comply with HIPAA.

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's IS.

(1) County desires to clarify IS terminology under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Attachment VIII (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

(2) County desires to clarify other HIPAA-related changes set forth in the DMH Provider Manual and which are incorporated herein by reference as though fully set forth.

(a) County has added to the DMH Provider Manual a Guide to Procedure Codes, which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(b) County has added to the DMH Provider Manual an Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these transactions.

(c) County has added to the DMH Provider Manual a Trading Partner Agent Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of Contractor.

E. Contractor understands that County operates an informational website www.dmh.co.la.ca.us related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

F. Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

G. Contractor further understands and agrees that the terms and conditions of the current Trading Partner Agreement (TPA) set forth in the DMH Provider Manual shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

39.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

A Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Consultant Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B Written Employee Jury Service Policy:

(1) Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service

Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Consultant. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any SubConsultant to perform services for the County under the Agreement, the SubConsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with

the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

(4) Consultant's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Consultant from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

40.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Consultant shall notify and provide to its employees, and shall require each SubConsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

41.0 CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its SubConsultants, if any, to post this poster in a prominent position in the SubConsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

42.0 COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate

Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

43.0 CONSULTANT'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Consultant to complete the certification in Exhibit G, the County seeks to ensure that all County Consultants which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Consultant which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

44. NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class, registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior

written notice thereof to the other party.

If to COUNTY:

County of Los Angeles
Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Avenue
Los Angeles, California 90020
ATTN: Richard Kushi

If to CONSULTANT:

Pacific Clinics
800 S. Santa Anita Avenue
Arcadia, CA 91006
Susan Mandel, Chief Executive Officer

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Consultant has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

Pacific Clinics
CONSULTANT

By_____

Name Susan Mandel

Title Chief Executive Officer
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

ACOF #01744 Agrmnt for 06-07(revised 1/31/06)

EXHIBIT A

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

FAMILY CRISIS SERVICES/RESPITE CARE PROGRAM

FISCAL INTERMEDIARY

STATEMENT OF WORK

I. Objective:

To establish a fiscal intermediary for administration of Respite Care Program funds between Pacific Clinics and the County of Los Angeles Department of Mental Health, hereinafter called "DMH." The Respite Care Program was developed through DMH's stakeholders planning process for the Mental Health Services Act (MHSA) Community Services and Supports Plan. Under this Agreement, Pacific Clinics will centrally screen and approve Respite Care Program applications, reimburse invoices for services rendered, and maintain an accounting of Respite Care Program usage and expenditures for participating mental health services agencies countywide. As consideration for its services as fiscal intermediary, Pacific Clinics will receive a 20% administrative overhead cost based upon actual service costs of the Respite Care Program. Included in this cost is training for Full Service Partnerships and other eligible mental health services providers on the use of the Respite Care Program. Pacific Clinics agrees to use all funds provided hereunder, less the above-described allowable overhead and training cost reimbursement, for reimbursing invoices submitted by participating mental health services agencies countywide. DMH shall provide funds to Pacific Clinics in one lump sum, as detailed below. Respite Care workers shall be paid $10 per hour. Eligible families will be able use the service, as needed, for up to 16 hours per month.

II. DMH's Responsibilities:

DMH will be responsible for providing funds to Pacific Clinics in one lump sum for purposes specified in this Statement of Work. DMH will provide Pacific Clinics with the information needed to disperse funds to Respite Care workers according to the disbursement schedule indicated in Section I of this Statement of Work.

III. Contractor's Responsibilities:

Pacific Clinics will be responsible for administering the Respite Care Program countywide. A project coordinator will screen and approve Respite Care applications and an accounting clerk will process and reimburse Respite Care invoices for services rendered by Respite Care workers. Pacific Clinics will maintain an accounting of Respite Care Program usage and expenditures for participating mental health services agencies and provide regular reports to DMH for review/approval.

IV. Respite Care Disbursement Schedule:

It is expected that Pacific Clinics will receive the following funds from DMH in one lump sum, as described below:

Fiscal Year 2005-2006

Respite Care workers	$ 65,426
Administrative overhead and training at 20%	13,085
TOTAL:	**$ 78,511**

Fiscal Year 2006-2007

Respite Care workers	$392,557
Administrative overhead and training at 20%	78,511
TOTAL:	**$471,068**

Fiscal Year 2007-2008

Respite Care workers	$392,557
Administrative overhead and training at 20%	78,511
TOTAL:	**$471,068**

GRAND TOTAL:	**$1,020,647**

EXHIBIT B

CONSULTANT ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

CONSULTANT _____

CONTRACT NUMBER DMH-_____

CONSULTANT ACKNOWLEDGEMENT:

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

CONFIDENTIALITY AGREEMENT:

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

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

EXHIBIT B

CONSULTANT ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT
(Continued)

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

I agree to report to the County Project Manager any and all violations of this contract by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the County Project Manager upon completion of termination of this contract.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME: _____ DATE: _____
(Signature)

NAME: _____
(Please print)

POSITION: CONSULTANT

Revised: 4/21/05

EXHIBIT C

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSULTANT NAME _____

CONTRACT NUMBER **DMH-**_____

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT:

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

EMPLOYEE CONFIDENTIALITY AGREEMENT:

You may be involved with work pertaining to services provided by County or _____ _____ and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from County or _____. In addition, you may also have access to proprietary information supplied by County or _____ or by other vendors doing business with _____. _____ have a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, mental health, criminal and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this agreement as a condition of your work with _____. Please read this agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work in connection with the _____ Agreement with the County. I agree to forward all requests for the release of any data or information received by me to the CONSULTANT Project Manager.

I agree to keep confidential all financial, health, criminal and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from County or _____, design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under the above referenced Agreement.

EXHIBIT C

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

I agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary information supplied by County or _____ or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the CONSULTANT Project Manager any and all violations of this Agreement by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the CONSULTANT Project Manager upon completion of termination of this Agreement.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

BY: _____ DATE: _____
(Employee Signature)

NAME: _____
(Please Print)

When completed, this form must be maintained on file by CONSULTANT in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

Revised (5/17/05)

ATTACHMENT D

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Consultant Services Agreement's Paragraph 37 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of _____ _____, (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

EXHIBIT E

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
Health and Human Services Agency
Grantland Johnson, Secretario

Departamento de Servicios Sociales
Department of Social Services
[illegible], Director

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Yvonne Mayskey, Supervisora, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFOLINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

SENATE BILL 1262 – The Non Profit INTEGRITY ACT OF 2004

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registr of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

_____ _____
Signature Date

_____
Name and Title (please type or print)

Exhibit G

CROSSWALK FACT SHEET

Current Language	New Language
o Health Care Financing Administration (HCFA)	o Centers for Medicare and Medicaid Services (CMS)
o Explanation of Balance (EOB)	o Remittance Advice (RA)
o Mode of Service and Service Function Code (SFC) o Activity Code	o No parallel in IS, carried only in MIS o HIPAA Compliant Procedure codes from the following HCPCS: **CPT Codes:** Current Procedural Terminology published by the American Medical Association is a list of codes representing procedures or services. **HCPCS Codes (Level II):** HCFA and other Common Procedure Coding System (HCPCS) Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. **UB92:** Refers to coding standards designated by HIPAA.
o DSM IV	o IS converts DSM IV to ICD-9 for claiming: **ICD-9 Codes:** (International Classification of Diseases), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses.
o Staff Code and Discipline Code	o Rendering Provider and Taxonomy
o MHMIS or Mental Health Management Information System AND MIS Management Information System	o IS or Integrated System
o References to entering data into the MIS	o Entering data into the IS
o RGMS	o IS

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
COMMUNITY SERVICES AND SUPPORTS PLAN - PROGRAM DESCRIPTIONS
(PROPOSED FOR FISCAL YEAR 2006-07)

WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
Program Work Plan # C-01	**Children: Full Service Partnerships**	Full Service Partnerships are the heart of the Community Service and Supports plan. Individuals and, where appropriate, their families enroll in a voluntary program with a single point of responsibility to insure that the person(s) receiving services receive the range of supports they need to accelerate their recovery and develop an on-going realization of wellness. Each enrolled individual participates in the development of a plan that is focused on achieving recovery and wellness. Each enrolled individual has a single point of responsibility (case managers for youth and children). Each case manager has a low enough caseload to insure 24/7 availability. Services include linkage to, or provision of, all needed services or benefits as defined by the client and/or family in consultation with the case manager. Services are founded on a "whatever-it-takes" commitment and are judged effective by how well the individuals make progress on concrete outcomes of well-being. **PRIORITY POPULATION:** Children (0 to 15) with severe emotional disturbances and their families who: • Have been or are at risk of being removed from their homes by the County • Are in families affected by substance abuse issues • Are experiencing extreme behaviors at school • Are involved with Probation	1534
Program Work Plan # C-02 C-02	**Children: Family Support Services** **Children: Family Support**	Support the successful achievement of outcomes by providing parents/caregivers of children who are Seriously Emotionally Disturbed (SED) with access to mental health services for themselves. Treatment will be client-driven and integrated with the treatment of the child. Program will have a wellness focus to empower parents/caregivers to live, work, learn, and participate fully in their families and communities. Treatment will incorporate the concept of resiliency. Strength-based approaches and those focusing on enhancing problem-solving skills will be utilized. Developing and/or improving close relationships with family and connecting to community supports will be	1250

*Estimated # of people to be served are unduplicated within each plan. One unique client may be seen in more than one plan.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
COMMUNITY SERVICES AND SUPPORTS PLAN - PROGRAM DESCRIPTIONS
(PROPOSED FOR FISCAL YEAR 2006-07)

WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
(continued)	**Services (con't.)**	emphasized. Values of recovery and resiliency will be promoted and reinforced through training, workshops, on-the-job mentoring, and tracking outcomes. **PRIORITY POPULATION:** Parents and caregivers with mental health needs whose symptoms are interfering with their ability to care for their SED child but who are without other funding sources, are not covered under the Adult System of Care, and for whom collateral services are insufficient.	
Program Work Plan #C-03	**Children: Integrated Mental Health/Co-Occurring Disorders (COD) Services**	A full continuum of services that meets the treatment needs of children and adolescents with COD, and establishes service linkages to help maintain and sustain the child's/youth's recovery as part of services associated with Full Service Partnerships. This program will help children/youth engage in meaningful use of time; enjoy a safe living environment with family and reduce homelessness; establish a network of supportive relationships through prevention services that target risk and resiliency for COD; obtain help in a timely manner and reduce incarceration through prevention and early intervention services; and reduce the need for involuntary services, institutionalization, and out-of-home placements through use of a coordinated/integrated continuum of care for children and youth with COD, including aftercare. **PRIORITY POPULATION:** In order of priority: • Youth with COD in the foster care and juvenile justice systems, homeless youth, trauma survivors and victims, and indigent youth who experience frequent or long-term health crises; • Children and adolescents with SED and a substance abuse disorder, and pregnant women and parents with COD; • Underserved ethnic minority populations, with emphasis on culturally and linguistically appropriate outreach.	724

*Estimated # of people to be served are unduplicated within each plan. One unique client may be seen in more than one plan.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
COMMUNITY SERVICES AND SUPPORTS PLAN - PROGRAM DESCRIPTIONS
(PROPOSED FOR FISCAL YEAR 2006-07)

WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
Program Work Plan # C-04	**Children: Family Crisis Services - Respite Care**	Respite Care supports the achievement of Full Service Partnership outcomes by providing support to families enrolled in FSP when (1) the caregiver is under significant stress as a result of the responsibility of providing care and (2) continued care-taking without respite care may result in out-of-home placement or a breakdown in family stability. The program advances the goals of reducing institutionalization and out-of-home placement. It also strengthens supportive relationships and promotes safer living environments. This service advances the goals of resilience and recovery in children and youth by improving familial relationships and by facilitating the mentally ill family member's ability to live, learn, work, and participate in the community. **PRIORITY POPULATION:** Families enrolled in Full Service Partnerships when • the caregiver is under significant stress as a result of the responsibility of providing care • continued care-taking without respite care may result in out-of-home placement or a breakdown in family stability.	520
Program Work Plan # T-01	**Transition Age Youth (TAY) Full Service Partnerships**	Full service partnerships are the heart of the Community Service and Supports plan. Individuals and where appropriate their families enroll in a voluntary program with a single point of responsibility to insure that the person(s) receiving services receive the range of supports they need to accelerate their recovery and develop an on-going realization of wellness. Each enrolled individual participates in the development of a plan that is focused on recovery and wellness. Each enrolled individual has a single point of responsibility (case managers for youth and children). Each case manager has a low enough caseload to insure 24/7 availability. Services include linkage to, or provision of, all needed services or benefits as defined by the client and/or family in consultation with the case manager for children/youth. Services are founded on a "whatever-it-takes commitment" and are judged effective by how well the individuals make progress on concrete outcomes of well being.	828

*Estimated # of people to be served are unduplicated within each plan. One unique client may be seen in more than one plan.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
COMMUNITY SERVICES AND SUPPORTS PLAN - PROGRAM DESCRIPTIONS
(PROPOSED FOR FISCAL YEAR 2006-07)

WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
T-01 (Con't.)	**TAY Full Service Partnerships (continued)**	**PRIORITY POPULATION:** Transition Age Youth (16-25) suffering from severe mental health issues, who are: • Struggling with substance abuse disorders • Homeless or at-risk or becoming homeless • Aging out of the children's mental health, child welfare or juvenile justice system • Leaving long-term institutional care • Experiencing their first psychotic break	
Program Work Plan # T-02	**TAY Drop-In Centers**	Drop-in centers are intended as entry points to the mental health system for youth living on the street or in unstable living situations. The target sub-population for drop-in centers is often "service-resistant." Most of these youth have been betrayed by most of the adults in their lives and suffer attachment disorders—significantly complicating efforts to connect them with services. Drop-in centers provide "low demand, high tolerance" environments in which youth can find temporary safety and begin to build trusting relationships with staff and others who can connect youth—to the extent the youth is ready and willing—to services and supports s/he needs. **PRIORITY POPULATION:** Transition Age Youth who are SED or SMI. The vast majority of the target sub-population youth are either former foster youth or youth emancipating from the probation system. Most are disconnected from their families. The unique and separate challenges they face compared to the children and adult populations often interfere with their ability and willingness to connect with the therapeutic and transitional living assistance they need in order to avoid homelessness or lifelong institutionalization in correctional facilities and other involuntary settings.	832

*Estimated # of people to be served are unduplicated within each plan. One unique client may be seen in more than one plan.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
COMMUNITY SERVICES AND SUPPORTS PLAN - PROGRAM DESCRIPTIONS
(PROPOSED FOR FISCAL YEAR 2006-07)

WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
Program Work Plan # T-03a	**TAY Housing Services Emergency Housing Vouchers**	Housing provides a fundamental element of stability for young people to achieve their goals of wellness and recovery. The lack of affordable housing options, including short-term, long-term, and permanent options, is a profound barrier for transition age youth who need support and services for recovery. To address emergency needs for housing, motel vouchers for TAY who are in need of immediate shelter will be made available. This resource may be used for emergency housing of clients identified during outreach and engagement activities who have not yet enrolled in Full Service Partnerships but could benefit from this level of ongoing support. **PRIORITY POPULATION:** This investment applies primarily to youth ages 18-25, particularly for TAY who are homeless, living on the streets and in dire need of immediate shelter.	432
Program Work Plan #: T-03b	**TAY Housing Services Project-based Subsidies**	Housing provides a fundamental element of stability for young people to achieve their goals of wellness and recovery. The lack of affordable housing options, including short-term, long-term, and permanent options, is a profound barrier for transition age youth who need support and services for recovery. Funding will be provided to property developers or owners to create and/or set aside permanent housing units for the TAY population. The funding will include project-based subsidies and supportive services for the TAY residents. **PRIORITY POPULATION:** This investment applies primarily to youth ages 18-25 who have been in long term institutional settings, e.g., level 14 group homes (including youth who could qualify for level 14 group homes, but were living elsewhere), hospitals, Institutes of Mental Disease, Community Treatment Facilities, jails and Probations camps; TAY who require structured settings; and, TAY who have experienced their first psychotic break.	72

*Estimated # of people to be served are unduplicated within each plan. One unique client may be seen in more than one plan.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
COMMUNITY SERVICES AND SUPPORTS PLAN - PROGRAM DESCRIPTIONS
(PROPOSED FOR FISCAL YEAR 2006-07)

WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
Program Work Plan #: T-03c	**TAY Housing Services Housing Specialists**	Housing provides a fundamental element of stability for young people to achieve their goals of wellness and recovery. The lack of affordable housing options, including short-term, long-term, and permanent options, is a profound barrier for transition age youth who need support and services for recovery. Additional systems development investments are proposed by funding a team of Housing Specialists to develop local housing resources and assist TAY to secure safe and affordable housing. **PRIORITY POPULATION:** This funding will be used primarily for the development of housing resources for youth ages 18-25 who have been served by emergency vouchers and/or who have recently been discharged from long term institutional settings, those requiring structured living situations and those who may have recently experienced their first psychotic break. These individuals will, in concert with service providers, be assisted to secure appropriate housing resources in support of greater independence in their living situations.	864
Program Work Plan #: T-04 T-04	**Probation Services**	Services in the Probation Camps are critical in assisting this portion of the TAY population with mental health needs to reach their maximum potential rather than continue their involvement in the criminal justice system as adults. The proposed multi-disciplinary, integrated teams will provide an array of services aimed at successfully transitioning youth out of Probation settings. Using a recovery approach, which views mental illness as a condition from which an individual can recover and live a healthy and productive life, these teams will include parents/peer advocates, clinicians, and Probation staff who will provide a variety of treatment and support services including: assessments for mental illness, co-occurring substance abuse issues, and need for medications; ongoing treatment services; peer support; parent support/education; behavior management; and, discharge planning, including benefits establishment and transition planning with linkages to FSPs in the community and to family if appropriate.	208

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
COMMUNITY SERVICES AND SUPPORTS PLAN - PROGRAM DESCRIPTIONS
(PROPOSED FOR FISCAL YEAR 2006-07)

WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
(continued)	**Probation Services (continued)**	**PRIORITY POPULATION:** Of approximately 13,000 youth screened annually in the Probation Department's Juvenile Halls, almost 30% are in need of ongoing mental health services. These screenings reveal that 70-80% of the youth are substance-involved. Mental health services are provided in 3 Juvenile Halls with an average overall daily population of 1,800 youth, and in 19 camps/centers with an average overall daily population of 1,900 youth.	
Program Work Plan #: A-01	**Adult Full Service Partnerships**	Full service partnerships are the heart of the Community Service and Supports plan. Individuals and where appropriate their families enroll in a voluntary program with a single point of responsibility to insure that the person(s) receiving services receive the range of supports they need to accelerate their recovery and develop an on-going realization of wellness. Each enrolled individual participates in the development of a plan that is focused on recovery and wellness. Each enrolled individual has a single point of responsibility (Personal Service Coordinators for adults). Each PSC has a low enough caseload to insure 24/7 availability. Services include linkage to, or provision of, all needed services or benefits as defined by the client and/or family in consultation with the PSC for adults. Services are founded on a "whatever-it-takes" commitment and are judged effective by how well the individuals make progress on concrete outcomes of well-being. **PRIORITY POPULATION:** Adults (26-59) who have severe and persistent mental illness and who are: • Suffering from substance abuse or other co-occurring disorders, and/or who have suffered trauma • Homeless • Incarcerated • Frequent users of hospitals and emergency rooms • Cycling through different institutional and involuntary settings Cared for by families outside of any institutional setting	1766

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
COMMUNITY SERVICES AND SUPPORTS PLAN - PROGRAM DESCRIPTIONS
(PROPOSED FOR FISCAL YEAR 2006-07)

WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
Program Work Plan #: A-02	**Adult Wellness/ Client-Run Centers**	This program promotes recovery and sustained wellness through an emphasis on pro-active behavior, preventative strategies, and self-responsibility. The Wellness Centers provide mental and physical health education, self-help meetings, peer support, and medical and psychiatric support to help program participants continue in their recovery and pursue their goals for a healthy life. The Client Run Centers are committed to increasing the capacity of the community to include all citizens and of clients to become involved in community life through offering a variety of self-help, educational and social/recreational activities. **PRIORITY POPULATION:** These programs offer options to clients who no longer need the intensive services offered by FSP programs, who may be receiving services from less intensive outpatient programs, and who are ready to take increasing responsibility for their own wellness and recovery. The targeted population will include ethnic populations who may be more responsive to services in health care settings, individuals with co-occurring chronic or life-threatening medical conditions, and individuals who are frequent users of hospital emergency rooms. Attention will be given to developing Centers in areas with unserved/underserved ethnic minority populations that have been underrepresented by client run centers and services.	2400
Program Work Plan #: A-03	**Adult IMD Step-Down Facilities**	Step-Down Facilities will provide supportive, on-site mental health services when necessary, at selected licensed Adult Residential Facilities (ARF), and in some instances, assisted living, congregate housing or other independent living situations affiliated with the ARFs. Implementation of this program will assist clients from institutional and intensive residential settings to safely reside in the community following discharge from highly structured settings. **PRIORITY POPULATION:** The program will serve individuals, 18 years of age and above, many of whom are ready for discharge from Institutions for Mental Disease. Services will target those individuals in higher levels of care who require	180

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
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WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
A-03 (con't)	**Adult IMD Step-Down Facilities (continued)**	supportive mental health and supportive services to transition from locked or highly structured settings to stable community placement and prepare for more independent community living. The program will also accommodate persons being discharged from acute psychiatric inpatient units and/or intensive residential facilities, and individuals at risk of being placed in these higher levels of care who are appropriate for this service.	
Program Work Plan #: A-04a	**Adult Housing Services: Housing Specialists***	Housing Specialists promote the recovery of individuals with a mental illness, many of whom have co-occurring disorders of mental illness and substance abuse, by helping them obtain and retain housing with a particular emphasis on independent living. The Housing Specialists will collaborate with landlords in the private market and non-profit housing developers, local Housing Authorities, clients, family members and service providers to increase the available housing options, and will promote client choice in housing options. They will be available 24/7 to respond to landlord concerns and client crises. The expected outcomes of this program include a decrease in the number of days individuals are homeless, in shelters and in institutional care and an increase in the number of days individuals are in permanent, safe and affordable housing. **PRIORITY POPULATION:** Adults between the ages of 26 and 59, many of whom are homeless or have a history of homelessness, incarcerated or have a history of incarceration, in locked psychiatric facilities or are at risk of hospitalizations, in adult residential care facilities and other settings which are often temporary, unsafe and unaffordable. Many of these individuals have been traditionally unserved, underserved and inappropriately served. They may have multiple barriers to finding appropriate housing such as poor credit histories, criminal backgrounds, co-occurring substance abuse problems and be in need of supportive services to retain housing.	4160
Program Work	**Adult Housing Services:**	Safe Havens promote the values of wellness and recovery for individuals that	200

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
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(PROPOSED FOR FISCAL YEAR 2006-07)

WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
Plan #: A-04b	**Safe Havens**	have a mental illness and meet the definition of chronically homeless, many of whom have a co-occurring substance abuse disorder by helping them obtain and retain housing in a high tolerance, safe and non-threatening environment. Safe Havens provide an additional housing option for individuals who have been unable to use traditional shelter systems. Due to the high level of disability among the targeted population, the program offers diverse, specialized services that are flexible to address the non-linear progression of mental illness and substance addiction. Supportive services are on-site 24/7 to address the needs of the residents and should result in the following outcomes: decreased number of days individuals are homeless, in shelters and in institutional care and increased number of days individuals are in permanent, safe and affordable housing and increased days in which people are employed. The Safe Havens will collaborate with many community agencies/groups such as law enforcement, business associations, and residential and drug and alcohol program providers. Residents will be identified through outreach and engagement. Individuals who were formally homeless will be hired as outreach workers. **PRIORITY POPULATION:** Adults between the ages of 26 and 59 who are chronically homeless, many of whom are isolated, self-neglecting and have long histories of trauma. These individuals typically have a history of incarcerations, hospitalizations, poverty and multiple medical problems. For most of these individuals the traditional mental health system has not been effective. This population has multiple barriers to finding appropriate housing such as poor credit histories, lack of income, criminal backgrounds, and co-occurring substance abuse problems. It includes those who are in need of supportive services in order to retain housing.	
Program Work Plan #: A-05	**Adults Jail Transition and Linkage Services**	Promotes the values of wellness and recovery for individuals that have a mental illness and are involved in the criminal justice system. This program is	3384

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
COMMUNITY SERVICES AND SUPPORTS PLAN - PROGRAM DESCRIPTIONS
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WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
		designed to outreach and engage/enroll incarcerated individuals into appropriate levels of mental health services and supports, including housing and employment services, prior to their release from jail. Collaborations with Jail Mental Health Services, Mental Health Court workers, attorneys, family members, law enforcement, judges, and the workforce investment boards/ Worksource Centers will be key to the success of this program. The goal of these services is to prevent release from the jails into homelessness and to assist individuals in finding jobs thus alleviating the revolving door of incarceration and unnecessary emergency/acute psychiatric inpatient services. Additional goals include linkage with Full Service Partnership programs and providing the supports needed to help people improve their quality of life including a reduction in recidivism. **PRIORITY POPULATION:** Adults between the ages of 26 and 59 who are incarcerated and at risk of repeated incarcerations who have not been linked to or appropriately served by existing community-based mental health programs. These individuals typically have a long history of incarcerations, hospitalizations, unemployment and poverty. For most of these individuals the traditional mental health system has not been effective. This population has multiple barriers to finding appropriate housing such as poor credit histories, lack of income, criminal backgrounds, and co-occurring substance abuse problems. It includes those who are in need of supportive services in order to retain housing and jobs.	
Program Work Plan #: OA-01 OA-01 (con't)	**Older Adult Full Service Partner-ships** **Older Adult Full Service Partner-ships (continued)**	Full service partnerships are the heart of the Community Service and Supports plan. Individuals and where appropriate their families enroll in a voluntary program with a single point of responsibility to insure that the person(s) receiving services receive the range of supports they need to accelerate their recovery and develop an on-going realization of wellness. Each enrolled individual participates in the development of a plan that is focused on recovery and wellness. Each enrolled individual has a single point of responsibility (Personal Service Coordinators for adults). Each PSC has a low enough case	205

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
COMMUNITY SERVICES AND SUPPORTS PLAN - PROGRAM DESCRIPTIONS
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WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
		load to insure 24/7 availability. Services include linkage to, or provision of, all needed services or benefits as defined by the client and/or family in consultation with the PSC. Services are founded on a "whatever-it-takes commitment" and are judged effective by how well the individuals make progress on concrete outcomes of well-being. **PRIORITY POPULATION:** Older Adults (60 years+) who have severe and persistent mental illness and who are: • Not currently being served and have reduced functioning • Homeless or at risk of being homeless • Institutionalized, or at risk of being institutionalized • In nursing homes, or receiving hospital or emergency room services	
Program Work Plan #: OA-02	**Older Adult Transformation Design Team**	Create a true continuum of services for older adults to ensure timely access to needed help: generate and analyze relevant data; collaboratively develop and evaluate new values-driven, evidence-based, culturally relevant, field-capable, promising clinical programs that meet the special needs of older adults. **PRIORITY POPULATION:** Older adults between the ages of 60 and 64, and those who are 65 years and older. As programs develop, specialized services for those who are over 75 of age will become a focus. Older adults who have been traditionally unserved or underserved, including, clients who need much engagement to access and maintain services; individuals who are severely mentally ill and/or isolated, self neglecting, abused, and homeless; undocumented, immigrants and/or monolingual in a language other than English, uninsured, and underinsured.	N/A
Program Work Plan #: OA-03	**Older Adult Field-Capable Clinical Services**	Create field-capable specialized, clinical services for older adults delivered by interdisciplinary teams of professionals trained to work with older adults. These services will be provided in locations preferred by clients in collaboration with other service providers such as primary medical providers.	2106

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
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(PROPOSED FOR FISCAL YEAR 2006-07)

WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
		PRIORITY POPULATION: Older adults between the ages of 60 and 64, and those who are 65 years and older. As programs develop, specialized services for those who are over 75 of age will become a focus. Older adults who have been traditionally unserved or underserved, including for example, clients who need much engagement to access and maintain services; individuals who are severely mentally ill and/or isolated, self neglecting, abused, and homeless; undocumented, immigrants and/or monolingual in a language other than English, uninsured, and underinsured.	
Program Work Plan #: OA-04	**Older Adult Service Extenders**	As part of field-capable clinical teams, service extender programs enable peer counselors, peer bridgers, and family members to address the primary concerns of older adult clients and their families in a highly sensitive and culturally appropriate manner in settings that are most comfortable to clients such as homes, residential facilities and community locations. **PRIORITY POPULATION:** Older adults between the ages of 60 and 64, and those who are 65 years and older; as programs develop, specialized services for those who are over 75 of age will become a focus. Older adults who have been traditionally unserved or underserved, including for example, clients who need much engagement to access and maintain services; individuals who are severely mentally ill and/or isolated, self neglecting, abused, and homeless; undocumented, immigrants and/or monolingual in a language other than English, uninsured, and underinsured.	660
Program Work Plan #: OA-05	**Older Adult Training**	Providing transformative education to professionals, peers, family members and community partners to help change attitudes and increase knowledge regarding integrated treatment, recovery, peer support, and emerging best practices. The training focus will include for values-driven and promising clinical services that support client-selected goals for culturally diverse older	N/A

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
COMMUNITY SERVICES AND SUPPORTS PLAN - PROGRAM DESCRIPTIONS
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WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
		adults. Training will be provided to primary care providers and other health providers to increase coordination and integration of mental health, primary care, and other health services. Providers, clients, family members, and community partners will be the focus of training efforts **PRIORITY POPULATION:** Providers, clients, family members, and community partners who deliver services to older adults between the ages of 60 and 64, and those who are 65 years and older will be the priority population for this project. As programs develop, specialized services for those who are over 75 of age will become a focus. Older adults who have been traditionally unserved or underserved, including for example, clients who need much engagement to access and maintain services; individuals who are severely mentally ill and/or isolated, self neglecting, abused, and homeless; undocumented, immigrants and/or monolingual in a language other than English, uninsured, and underinsured.	
Program Work Plan #: ACS-01a	**Alternative Crisis Services: Urgent Care Centers**	The Urgent Care Centers (UCC) will provide intensive crisis services to individuals who would otherwise be brought to the Department of Health Services Psychiatric Emergency Services. While these individuals may not require psychiatric hospitalization or medical care, they are in need of stabilization and linkage to ongoing community-based services. Providing crisis intervention services, including integrated services for co-occurring substance abuse disorders, in a UCC with a focus on recovery and linkage to ongoing community-based services will impact unnecessary and lengthy involuntary inpatient treatment, as well as promote care in voluntary treatment settings that are recovery-oriented.	10800
ACS-01a (con't)	**Alternative Crisis Services: Urgent Care Centers (continued)**	**PRIORITY POPULATION:** Situational characteristics of clients to be served include those who are repetitive and high utilizers of emergency and inpatient services, those with co-occurring substance abuse, those needing medication management, and those whose presenting problems can be met with short-term (under 23 hour) immediate care and linkage to community-	

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
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WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
		based solutions. Often, these clients will be struggling with a lack of housing.	
Program Work Plan #: ACS-01b	**Alternative Crisis Services: Countywide Resource Management**	This program will provide overall administrative, clinical, integrative, and fiscal management functions for the Department's indigent acute inpatient, long-term institutional, and crisis, intensive, and supportive residential resources, with daily capacity for over 1200 persons. This coordination, linkage and integration of inpatient and residential services throughout the system will enhance the goals of the MHSA by reducing re-hospitalization, incarceration and the need for long-term institutional care, while increasing the potential for community living and recovery. **PRIORITY POPULATION:** The population served by this program is all TAY, adults and older adults who utilize any of the types of facilities and programs listed above. In most instances, the population served will be in preparation for or transitioning to community living or less restrictive facilities. The population served will include persons from all ethnic groups and sexual orientations.	5728
Program Work Plan #: ACS-01c ACS-01c (con't)	**Alternative Crisis Services: Residential & Bridging Services** **Alternative Crisis Services: Residential & Bridging Services (continued)**	The Residential and Bridging Services will provide DMH program liaisons and peer advocates/bridgers to assist in coordinating psychiatric services and supports for individuals being discharged from County hospital psychiatric emergency services and inpatients units, County contracted private acute inpatient beds for uninsured individuals, UCCs, IMDs, crisis residential, intensive residential, and supportive residential, substance abuse, and other specialized programs. The program will promote the expectation that clients must be successfully reintegrated in their communities upon discharge and that all care providers must participate in client transitions to the community. This coordination, linkage and integration of inpatient and residential services	7200

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
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WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
		will enhance the goals of the MHSA by reducing re-hospitalization, incarceration, and the need for long term institutional care and promote the potential for community living. **PRIORITY POPULATION:** The populations served by this program are children, TAY, adults, and older adults who utilize any of the types of facilities and programs listed above. The populations served will be those requiring assistance in successfully transitioning to community living or less restrictive facilities. The population served will include persons from all ethnic groups and sexual orientations.	
Program Work Plan #: ACS-01d	**Alternative Crisis Services: Enriched Residential Services**	The Enriched Residential Services will provide a short-term, secure 48-bed augmented residential program for individuals who are ready for discharge from higher levels of care. The program is designed to provide community-based, intensive residential services that are focused on breaking the cycle of costly emergency and inpatient care and promoting successful community reintegration. **PRIORITY POPULATION:** The populations to be served by this program are adults and TAY, 18 to 64 years of age, from County hospitals and long-term institutional settings who still require structured, supported residential services and stabilization prior to transitioning to lower levels of community-based care and independent housing. The population served will include persons from all ethnic groups and sexual orientations.	150
Program Work Plan #: POE-01	**Planning, Outreach & Engagement**	The ongoing Planning, Outreach & Engagement activities, which began during the Community Program Planning (CPP) phase, will continue to focus on outreaching to and organizing the multiple communities in Los Angeles County to include perspectives and voices essential for achieving the transformation of the mental health system. Strong emphasis will be placed on outreach and engagement of underserved and unserved ethnic populations. Our goal is to create a permanent infrastructure that supports the commitment to forming	N/A

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COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
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WORK PLAN	PLAN NAME	DESCRIPTION OF PROGRAM	ESTIMATED # OF PEOPLE TO BE SERVED*
		partnerships with historically disenfranchised communities, faith based organizations, schools, community-based agencies and other County Departments to achieve the promise of the Mental Health Services Act.	
Program Work Plan #: ADM-01	**Administration**	The funding requested for positions and related expenditures are crucial to facilitate program implementation of the Mental Health Services Act Community Services & Supports Plan for both the directly operated and contracted provider network.	N/A

bb-4/11/06-620 PM

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Attachment VIII

CONTRACT NO. **DMH-01739**

AMENDMENT NO. **3**

THIS AMENDMENT is made and entered into this _____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES (hereafter "County") and the **California State University, Long Beach Foundation** (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated **June 29, 2004**, identified as County Agreement No. **DMH-01739** (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year 2005-2006 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2005-2006, County and Contractor intend to revise Exhibit A (STATEMENT OF WORK) by increasing the compensation amount allocated to the Student Professional Development Program by $_____, from $**200,000** to $_____, to train additional number of students.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Exhibit A -1 (STATEMENT OF WORK) shall be deleted in its entirety and replaced with Exhibit A - 3 (STATEMENT OF WORK), attached hereto and incorporated herein by reference.

2. Except as provided in the Agreement, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

California State University,
Long Beach Foundation (CSULBF)
CONTRACTOR

By _____

Name **Susanne DeRosa**

Title **Director, Grants, Contracts and Foundation Programs**

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

FISCAL INTERMEDIARY FOR ACADEMIC TRAINING AGREEMENT

EXHIBIT A - 3

STATEMENT OF WORK FOR $200,000

I. Objective for $200,000:

To establish a fiscal intermediary for academic training between the California State University, Long Beach Foundation, hereinafter called the "CSULB Foundation," and the County of Los Angeles Department of Mental Health, hereinafter called "DMH." The CSULB Foundation will be responsible for dispersing funds provided under this Agreement to the student interns to be identified by DMH Student Professional Development Program Coordinator. As consideration for its services as a fiscal intermediary, the CSULB Foundation will receive a 10% administrative overhead cost based upon the total amount of stipends issued to students. CSULB Foundation agrees to use all funds provided hereunder, less allowable overhead cost reimbursement, for stipends that will be specifically provided to interns in DMH's Student Professional Development Program. During the Academic Year, interns shall be paid in semi-annual installments of ½ of approved stipend amount to maximize the time spent in placement and minimize funds that may be forfeited. During the Summer Block Program, interns shall be paid a one lump sum.

II. DMH's Responsibilities:

DMH will be responsible for dispersing funds to CSULB Foundation for purposes specified in this Statement of Work. DMH will provide CSULB Foundation with the information needed to disperse funds to students according to disbursement schedule indicated in Section IV of this Statement of Work.

III. Contractor's Responsibilities:

CSULB Foundation will be responsible for dispersing funds to the student interns identified by the DMH Student Professional Development Program Coordinator. Stipends will be dispersed by the CSULB Foundation as indicated hereunder; CSULB Foundation shall adhere to the following disbursement schedule for all interns:

IV. Intern Stipend Disbursement Schedule:

Academic Year: Fall – December 15th
Spring – May 15th

Summer Block: June 30th

Interns who are placed at internships during Academic Year will be paid ½ of approved stipend amount in two installments. Notwithstanding the above, the Summer Block Interns (June through August) will be paid their approved stipend amount in a lump sum on June 30 of each year.

If a student fails to fulfill his/her placement agreement between his/her respective University and DMH after CSULB Foundation has paid the student intern a portion of the stipend, DMH shall forfeit those funds and the student shall be permitted to keep those funds.

It is expected that CSULB Foundation will receive the following funds from DMH:

For Academic Years 2005-2006 and 2006-2007, $200,000 will be allocated per Academic Year. The purpose of this allocation to the Student Professional Development Program is the training of a maximum of 22 student interns per this fiscal year.

22 students will be funded at $8,000	=	$ 176,000
Administrative Overhead at 10%	=	$ 17,600
Unanticipated costs	=	$ 6,400
TOTAL	=	**$ 200,000**

STATEMENT OF WORK FOR $800,000

I. Fiscal Intermediary:

The purpose of this Agreement is to amend the current fiscal intermediary relationship for academic training. This agreement is between California State University Long Beach Foundation, hereinafter called "CSULB Foundation" and the County of Los Angeles Department of Mental Health, hereinafter called "DMH." CSULB Foundation will be responsible for disbursing funds provided under this Agreement to the student interns identified by authorized DMH personnel. As consideration for its services as a fiscal intermediary, CSULB Foundation will receive a 15% administrative fee based upon the total amount of stipends issued to students. CSULB Foundation agrees to use all funds provided hereunder, less allowable 15% administrative fee reimbursement, for stipends that will be provided to designated student interns. During the Academic Year 2005-06, student interns shall be paid an approved stipend amount as detailed below.

II. DMH's Responsibilities:

DMH will be responsible for providing funds to CSULB Foundation for the purposes specified in this Statement of Work. DMH will provide CSULB Foundation with the information needed to issue checks to students according to the disbursement schedule indicated in Section IV of this Statement of Work.

III. Contractor's Responsibilities:

CSULB Foundation will be responsible for disbursing funds to designated student interns identified by DMH. Stipends will be paid by CSULB Foundation as indicated hereunder. CSULB Foundation shall adhere to the disbursement schedule in Section IV for all interns.

IV. Intern Stipend Disbursement Schedule:

Academic Year 2005-06: Not later than June 30, 2006

Interns who are placed in internships during this Academic Year will be paid one (1) approved stipend amount after the date of this amendment as specified below.

It is expected that, as the fiscal intermediary, CSULB Foundation will receive the following funds from DMH:

For Academic Year 2005-2006, $800,000 in existing MHSA funding from DMH's Adopted Budget will be added to current funding allocated to CSULB Foundation. The purpose of this amendment is to provide individual stipends for a maximum of seventy-five (75) designated student interns who are currently working and studying as interns at DMH clinics and approved contract agencies.

Graduating Psych. (partial)	7 @ $17,000	$119,000
2nd year SW (full)	4 @ $ 18,500	$74,000
2nd year SW (partial)	24 @ $14,500	$348,000
1st year SW (partial)	17 @ $6,000	$102,000
PsychTech (full)	7 @ $4,000	$28,000
PsychTech (partial)	12 @ $2,000	$24,000
	Subtotal	$695,000
	Administrative Overhead@ 15 %	$104,250
	Unanticipated Costs	$750
	GRAND TOTAL	**$800,000**

TOTAL COMPENSATION AMOUNT:

FY 2005-2006	$ 200,000	CGF
	$ 800,000	MHSA
	$ 1,000,000	
FY 2006-2007	$ 200,000	CGF
	$ 200,000	

AW: CSLUB SOW