COUNTY OF LOS ANGELES

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Director

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Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

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BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

Reply To: (213) 738-4601
Fax: (213) 386-1297

May 17, 2011

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

Dear Supervisors:

APPROVAL TO ENTER INTO A NEW CONSULTANT SERVICES AGREEMENT WITH THE LOS ANGELES COUNTY ALLIANCE FOR THE MENTALLY ILL FOR FAMILY-FOCUSED STRATEGIES TO REDUCE MENTAL HEALTH STIGMA AND DISCRIMINATION FOR ADULTS (AGE 26-59) COUNTYWIDE PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to award a Consultant Services Agreement to The Los Angeles County Alliance for the Mentally Ill to implement the Family-Focused Strategies for Reducing Mental Health Stigma and Discrimination for Adults (Age 26-59) Countywide Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health, or his designee, to prepare, sign, and execute a Consultant Services Agreement (Agreement) with The Los Angeles County Alliance for the Mentally Ill, also known as Los Angeles County Coordinating Council (LACCC), substantially similar to Attachment I. The Agreement will enable delivery of mental health prevention and early intervention services through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Family-Focused Strategies for Reducing Mental Health Stigma and Discrimination for Adults (Age 26-59) Countywide Program. Services will be provided for the remaining months of Fiscal Year (FY) 2010-11 through FY 2011-12 (the Initial Period), with a Total Contract Amount (TCA) of $510,296, fully funded with MHSA PEI funds. This TCA includes one-time start-up expenses of $73,000. The term of the Agreement will be effective upon Board approval through June 30, 2012. An option for a one-year extension through FY 2012-13 may be considered, based on available funds at the time of contract evaluation and renewal. The TCA amount for the extension

should not exceed $437,296.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to the Agreement to add and/or change non-substantive terms and conditions and/or establish as a new TCA the aggregate of the original Agreement and all amendments provided: 1) the County's total payments to the Contractor under the Agreements for each Fiscal Year do not exceed an increase of 20 percent from the applicable Board-approved TCA; 2) any such increase will be used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, or designee, is obtained prior to such amendment; 5) the parties may, by written amendment, mutually agree to reduce programs, services or extend the term of the Agreements; and 6) the Director of Mental Health notifies your Board and the Chief Executive Officer (CEO) 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 the Department of Mental Health (DMH) to enter into an Agreement with LACCC to provide family and peer-based education programs and consultative services directly to family members and parents/caregivers caring for children, transitional-age youth, adults and older adults with mental illness, in an effort to reduce stigma and discrimination related to mental health.

According to the California Strategic Plan on Reducing Mental Health Stigma and Discrimination, stigma affects the family members of those living with mental health conditions. They are often perceived, either internally or by the public, as responsible for a loved one's mental illness. This can result in family members or parents ignoring the mental health symptoms or deciding not to seek early intervention services due to fear. Such conditions are exacerbated among underrepresented ethnic populations (UREP) and underserved populations, such as individuals with co-occurring disorders, persons with physical disabilities, and older adults. Research indicates three effective ways to reduce stigma: 1) through direct interpersonal contact with someone with a mental illness or his or her family member, particularly by hearing the individual's personal stories or attending support groups together; 2) through education, particularly earlier on and using consumer trainers; and 3) through advocacy and coalition building among different individuals, organizations, and sectors. The aim of this program is to assist families experiencing the initial onset of mental health problems and offer them PEI services during this crucial time period, in order to reduce stigma and discrimination which may place the family at risk or prevent them from seeking stabilizing and restorative mental health services.

With the implementation of this Agreement, DMH expects to put into action Countywide a collaborative evidence-based life-span approach to providing stigma and discrimination reduction efforts for parents of children all the way to family members of older adults dealing with a mental illness. DMH also expects to expand implementation of culturally and linguistically competent family and peer-based education programs to reduce stigma and discrimination toward mental illness among the UREP of
Los Angeles County. The family and peer-based education programs and consultative services will build collaborative partnerships among mental health consumers, family members/parents/caregivers, and mental health professionals in order to increase permanent supportive services for family members, caregivers, and parents of consumers of mental health

services throughout Los Angeles County. Cross-collaboration between consumers and family members with health care professionals will reduce institutional stigma and improve quality of care offered to consumers of mental health services.

Implementation of Strategic Plan Goals

The recommended Board actions support the County's Strategic Plan Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The TCA is $510,296 and is fully funded by State MHSA revenue included in the FY 2010-11 Final Adopted Budget. This Consultant Services Agreement is a commitment contract through FY 2011-12 with funds from FY 2010-11 Final Adopted Budget. Funding for FY 2011-12 will be included in the annual budget process.

LACCC will be allowed to utilize only $73,000 of the TCA for one-time expenses associated with starting the Family Services Bureau (FSB)/Parent Support Services (PSS) training programs incurred during the first six months of the Initial Period of the Agreement.

The $73,000 of MHSA funds allocated for one-time expenses are included in the TCA of $510,296. These expenses include initial costs for purchasing equipment less than $5,000 each (to include, but not necessarily limited to purchasing laptops, computer programs, cell phones and copy machines); initial costs to hire personnel (to include salaries for one Education Director, up to three FSB coordinators, up to three PSS coordinators, and consultant salaries for IT Support and/or Web Designer and Accountant); and costs to produce educational materials to initially train FSB and PSS trainers, as described in the Statement of Work (SOW) and Fee Schedule under "One-time Expenses Associated with Starting a new MHSA program."

There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LACCC is a non-profit agency and a chapter of the National Alliance for Mental Illness (NAMI), established since 1979, with a remarkable history of educating, advocating, and supporting consumers of mental health service and their families. Family members, parents/caregivers, and consumers manage the array of established programs, initiatives, and activities offered by this grass roots organization. The trainings, education programs, and presentations will be offered at no cost to community members and mental health professionals. LACCC is a Countywide organization which handles all the matters of NAMI affiliate programs throughout Los Angeles County. LACCC advocates for the needs of these affiliate programs with NAMI California and NAMI National. LACCC provides leadership in advocacy, legislation, policy development, education, and support in part of Los Angeles County, and statewide. LACCC offers an array of peer-education and training programs and services for consumers, family members, health care providers, and the general public. These programs demonstrate how individuals have learned to live well with mental illness, and in turn, extensively train others to do the same.

The attached Agreement format has been approved as to form by County Counsel. The CEO has been advised of the proposed actions. Administrative staff of DMH will review and monitor compliance to the Agreement; evaluate training programs to ensure the quality of services being

provided to family members, caregivers, and parents; and affirm the Agreement's provisions and policies are being followed.

CONTRACTING PROCESS

On July 28, 2010, DMH issued MHSA, Family-Focused Strategies for Reducing Mental Health Stigma and Discrimination for Adults (Age 26-59) Countywide, Request For Services (RFS) PEI – 01 to identify qualified agencies that can provide family and peer-based education programs and consultative services directly to family members, caregivers, and parents of children, transitional-age youth, adults and older adults with mental illness in an effort to reduce stigma and discrimination related to mental health. DMH announced the release of the RFS by mailing letters along with a compact disc to eighty-seven agencies on the Department's MHSA Master Agreement List. Twenty-seven out of the eighty-seven agencies attended the mandatory Proposers' Conference on August 16, 2010. One of the twenty-seven submitted a proposal by the September 15, 2010, deadline.

The Evaluation Committee, comprised of three evaluators and a facilitator, convened on October 18, 2010, to evaluate and score the program components of the proposal on a standard evaluation tool, approved by County Counsel. The Department's Executive Management Team reviewed the Evaluation Committee's finalized evaluation ratings and approved to recommend to your Board the award of LACCC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the proposed actions will expand and implement a Countywide collaborating family and peer-based education program to address the stigma and discrimination interfering with family members, caregivers, and parents of consumers utilizing mental health services. This Agreement is critical to Los Angeles County's commitment to reach out to underserved and unserved populations dealing with mental health issues and reduce stigma and discrimination related to mental health services.

Respectfully submitted,

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

MJS:DM:LB

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission

ATTACHMENT I
Exhibit H

_____

CONTRACT NUMBER

N/A
REFERENCE NUMBER

Business Address:

_____

_____

Supervisory District(s) _____

CONSULTANT SERVCES AGREEMENT

MENTAL HEALTH SERVICES ACT – PREVENTION & EARLY INTERVENTION

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A. STATEMENT OF WORK
B. FEE SCHEDULE
C. CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
D. CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
E. CONTSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
F. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

G. FACT SHEET "SAFELY SURRENDERED BABY LAW"
H. CHARITABLE CONTRIBUTIONS CERTIFICATION

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for Consultant Services (hereafter "Agreement") is made and entered into this _____ day of _____, 2011, by and between _____ (hereafter "Consultant") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "County").

RECITALS

WHEREAS, the County has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a Consultant to the County for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services; and

WHEREAS, Consultant is specifically trained and possesses the skills, experience, education and competency for the provision MHSA PEI services; and

WHEREAS, the County desires to provide to those persons in Los Angeles County who qualify therefore, certain mental health services contemplated and authorized by the MHSA adopted by the California electorate on November 2, 2004, and solicited by County through the Request for Statement of Qualifications (RFSQ) process; and

WHEREAS, County's Department of Mental Health solicits SOQs from prospective providers of mental health services in order to establish a non-exclusive list of pre-qualified MHSA PEI Consultants that will have met the minimum qualifications listed in the MHSA PEI RFSQ and will have demonstrated relevant experience and staff capability to provide certain services contemplated and authorized by the MHSA under the 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:

/

/

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 five goals) 1 Operational Effectiveness; 2) Children, Family, and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) 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, G and H 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 - Fee Schedule
3. Exhibit C - Consultant Acknowledgement and Confidentiality Agreement
4. Exhibit D - Consultant Employee Acknowledgement and Confidentiality Agreement
5. Exhibit E - Consultant Non-Employee Acknowledgement and Confidentiality Agreement
6. Exhibit F - Attestation Regarding Federally Funded Programs
7. Exhibit G - Safely Surrendered Baby Law Fact Sheet (In English and Spanish)
8. Exhibit H - Charitable Contributions Certification

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.

In order to be eligible to provide MHSA PEI services, Consultant has demonstrated experience and training in its specialized field and has submitted to the County a PEI SOQ in response to County's RFSQ for the provision of such services, and Consultant has met the minimum qualifications listed in the RFSQ and been selected for recommendation for placement on a Master Agreement for MHSA PEI services eligibility list as being qualified to deliver MHSA PEI services based on Consultant's MHSA PEI SOQ.

Execution of this Agreement and placement on the Master Agreement for MHSA PEI services list

does not guarantee that Consultant will be selected to provide mental health services claimable as MHSA PEI services; in order to provide mental health services claimable as MHSA PEI services, a provider must have been selected to provide MHSA PEI services pursuant to a Request for Services (RFS).

4.0 TERM OF AGREEMENT:

A. Initial Period: This Agreement shall commence on _____, 2011 and shall continue in full force and effect through June 30, 2012.

B. Extension Period: After the Initial Period, this Agreement may be extended by DMH, in its sole discretion, for up to one additional one year term 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 30 calendar days prior to the end of the Initial Period.

(1) If this Agreement is extended, the Extension Period shall commence on July 1, 2012 and shall continue in full force and effect through June 30, 2013.

4.1 This agreement may be terminated by either party at any time without cause by giving at least 30 days prior written notice to the other party.

4.2 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 54.0 (NOTICES).

4.3 Suspension of Payments: Payments to Consultant under this Agreement shall be suspended if Director, for good cause, determines that Consultant is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Consultant, including a statement of the reason(s) for such suspension. Thereafter, Consultant may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

5.0 COMPENSATION:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A, Consultant shall be paid in accordance with the Fee Schedule established in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the

sum of **FIVE HUNDRED TEN THOUSAND TWO HUNDRED AND NINETY-SIX** DOLLARS (**$510,296**) for the Initial Period.

An option to extend the Initial Period for one additional one year term may be considered, based on available funds at the time of contract evaluation and renewal. Total Compensation for all services furnished hereunder shall not exceed the sum of **FOUR HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED AND NINETY-SIX** DOLLARS (**$437,296**) for the Extension Period. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder.

5.2 Payment: Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative. To request payment, Consultant shall present to County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

Consultant shall submit invoices and the corresponding reports to:

County of Los Angeles
Department of Mental Health
550 South Vermont Avenue, 3rd floor
Los Angeles, CA 90020
ATTN: Cathy Warner, Deputy Director, Adult System of Care

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 54.0 (NOTICES).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract:

Consultant shall have a 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.

5.5 Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Consultant under this Agreement shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Agreement.

5.6 Mental Health Services Act: The execution of Agreements issued under the MHSA PEI RFSQ does not guarantee a Consultant any certain amount of funding. Consultant shall not be entitled to any payment of MHSA funds by County under this Agreement except pursuant to validly executed and satisfactorily performed Work Orders or Amendments completed in accordance with County issued MHSA PEI RFS that includes specific and detailed Statement(s) of Work.

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 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: Dennis Murata.

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 the County, 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 the Consultant's acts and/or omissions arising from and/or relating to this Contract.

8.2 General Provisions for all Insurance Coverage: Without limiting Consultant's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Consultant shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.2 and 8.3 of this Paragraph 8. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Consultant pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Contract.

1) Evidence of Coverage and Notice to County

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Consultant's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

(b) Renewal Certificates shall be provided to County not less than 10 days prior to Consultant's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Consultant and/or Subcontractor insurance policies at any time.

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Consultant identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

(d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County - Department of Mental Health

Contracts Development and Administration Division

550 S. Vermont Ave., 5th Floor

Los Angeles, CA 90020

Consultant also shall promptly report to County any injury or property damage accident or incident, including any injury to a Consultant employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Consultant. Consultant also shall promptly notify County of any third party claim or suit filed against

Consultant or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Consultant and/or County.

2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

3) Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Consultant's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

4) Failure to Maintain Insurance

Consultant's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Consultant, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Consultant resulting from said breach.

5) Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

6) Consultant's Insurance Shall Be Primary

Consultant's insurance policies, with respect to any claims related to this

Contract, shall be primary with respect to all other sources of coverage available to Consultant. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Consultant coverage.

7) Waivers of Subrogation

To the fullest extent permitted by law, the Consultant hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Consultant shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8) Subcontractor Insurance Coverage Requirements

Consultant shall include all Subcontractors as insureds under Consultant's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Consultant shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Consultant as additional insureds on the Subcontractor's General Liability policy. Consultant shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

9) Deductibles and Self-Insured Retentions (SIRs)

Consultant's policies shall not obligate the County to pay any portion of any Consultant deductible or SIR. The County retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Consultant's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10) Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

11) Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13) Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

14) County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.3 Insurance Coverage

1) Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of

Consultant's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Consultant will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Consultant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(b) Professional Liability/Errors and Omissions

Insurance covering Consultant's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $3 million aggregate. Further, Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

(c) Property Coverage

Consultants given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO

policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Consultant's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

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 CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall maintain on file an executed Consultant Non-Employee Acknowledgement and Confidentiality Agreement (Exhibit E) 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.

12.0 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

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

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 this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant of any such changes in allocation of funds at the earliest possible date.

14.0 DELEGATION AND ASSIGNMENT BY CONSULTANT:

A. Consultant shall not assign its rights or delegate its duties under this 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 this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this 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 this 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 this Agreement which may result in the termination of this 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.

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 15.0. 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 Subcontractor 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 Subcontractor, including any officers, employees, or agents of any Subcontractor, 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 Subcontractor personnel providing services under such subcontract. Consultant shall assure that any Subcontractor 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 Subcontractor, or to any officers, employees, or agents of Consultant or any Subcontractor, 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 Subcontractor, or to any officers, employees, or agents of Consultant or any Subcontractor, 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 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 Subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any Subcontractors 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, 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 Subcontractor Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each Subcontractor'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 Subcontractor or its officers, employees, and agents.

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, 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 Sub-Consultants, 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 D hereto, and their agents and Subcontractors, 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.

shall not be reproduced or disclosed without the prior written consent of County's Project Manager.

26.0 TERMINATION OF AGREEMENT:

26.1 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.

26.2 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.

26.3 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.

27.0 <u>TERMINATION FOR IMPROPER CONSIDERATION</u>: 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, and service, the provision of travel or entertainment, or tangible gifts.

28.0 TERMINATION FOR DEFAULT:

28.1 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.

28.2 In the event that County terminates this Agreement as provided in Sub-paragraph 28.1, 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.

28.3 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.

29.0 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.

30. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Consultant to maintain compliance with the requirements set forth in Paragraph 52, "CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM", shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of Consultant to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Consultant, pursuant to County Code Chapter 2.206.

31.0 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.

32.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) 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 or General Relief Opportunities for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. If Consultant decides to pursue consideration of GAIN/GROW participants for hiring, Consultant shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW

participants, by job category, to Consultant.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

33.0 CHILD SUPPORT COMPLIANCE PROGRAM:

33.1 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).

33.2. 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 33.1 (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.

34.0 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.

35.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Consultant shall notify its employees, and shall require each Subcontractor 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.

36.0 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.

37.0 CONSULTANT RESPONSIBILITY AND DEBARMENT:

A. 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.

B. 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 Agreements the Consultant may have with the County.

C. 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 a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, 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.

D. 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.

E. 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 tentative 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.

F. 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.

G. 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 interest of the County.

H. 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.

I. 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.

J. These terms shall also apply to Subcontractors of County Consultants.

38.0 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 Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractor 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 Subcontractors 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.

39.0 CONSULTANT'S 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 Subcontractors 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 Exhibit F as part of its obligation under this Paragraph.

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

40.0 CONSULTANT'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT): Under this Agreement, Consultant ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may

hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and

shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident

does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing

purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate

becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by a telephone call to 1-562- 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer

Kenneth Hahn Hall of Administration

500 West Temple Street

Suite 525

Los Ángeles, California 90012

HIPAA@auditor.lacounty.gov

(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business

Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information

received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

41.0 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 Subcontractor to perform services for the County under the Agreement, the Subcontractor 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.

42.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Consultant shall notify and provide to its employees, and shall require each Subcontractor 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 G of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

43.0 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 Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Consultant with the

poster to be used.

44.0 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.

45.0 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 Contractor to complete the certification in Exhibit H, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor 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)

46.0 COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, 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 purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

47.0 COMPLIANCE WITH APPLICABLE LAW:

A. Consultant shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Consultant shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Consultant, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. Consultant shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

D. Duty to Notify: Consultant agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Consultant, whether civil or criminal initiated against Consultant, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

48.0 ALTERATION OF TERMS:

No addition to, or alteration of, the terms of the body of this Agreement, or Statement of Work or Fee Schedule hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Consultant and by the Director of Mental Health.

49.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This Contract is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Consultant shall pay particular attention to the following provisions in Chapter 2.204:

Consultant shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Consultant shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Consultant has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Consultant Non-responsibility and Consultant Debarment).

The above penalties shall also apply to any Consultant that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

50.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Consultant shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and

outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Consultant's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Consultant whenever County policies or procedures are to apply to this contract provision at least, where feasible, 30 calendar days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Consultant

51.0 **FORCE MAJEURE**:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's independent Consultant, freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a an independent Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such independent Consultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the independent Consultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in the sub-paragraph, the term "independent Consultant" mean independent Consultant at any tier.

C. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

52.0 CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY

TAX REDUCTION PROGRAM: Consultant acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.2.60.

53.0 BACKGROUND AND SECURITY INVESTIGATIONS:

53.1 Each of Consultant's staff performing services under this Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Consultant, regardless if the member of Consultant's staff passes or fails the background investigation.

53..2 If a member of Consultant's staff does not pass the background investigation, County may request that the member of Consultant's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Consultant or to Consultant's staff any information obtained through the County's background investigation.

53.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

53.4 Disqualification of any member of Consultant's staff pursuant to this Paragraph 53.0 shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

54.0 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

550 S. Vermont Avenue

Los Angeles, California 90020

ATTN: Chief, Contracts Development & Admin.

If to CONSULTANT:

_____

_____

_____

ATTN: _____

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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

_____
CONSULTANT

By_____

Name_____

Title_____
(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

Consultant Services Agreement. (revised 4/09/07)

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

MENTAL HEALTH SERVICES ACT
PREVENTION AND EARLY INTERVENTION

CONSULTANT SERVICES AGREEMENT WITH
THE LOS ANGELES COUNTY ALLIANCE FOR THE MENTALLY ILL
aka LOS ANGELES COUNTY COORDINATING COUNCIL (LACCC)

EXHIBIT A

STATEMENT OF WORK

1. Overview

Through the stakeholders' planning process for the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Early Start Plan, the Department of Mental Health (DMH) seeks to develop, support, and promote strategies and approaches for family members and parents/caregivers of individuals with mental health concerns, including the provision of prevention and early intervention services.

Family members and parents/caregivers of consumers of mental health services often face demeaning stigma and discrimination. The personal toll of having a family member living with a mental illness includes feelings of despair, hopelessness, and abandonment. Family members and parents/caregivers may experience isolating grief over their loved ones' situations and futures, now dramatically impacted by mental illness. DMH seeks to substitute these negative outlooks with positive elements of hope, wellness, and recovery from mental illness. The Los Angeles County Alliance for the Mentally Ill, also known as the Los Angeles County Coordinating Council (LACCC), an affiliate of the National Alliance on Mental Illness (NAMI) and as Contractor, will accomplish this through PEI Plan's Family-Focused Strategies (FFS) trainings provided to family members and parents/caregivers. Specifically, family education will be community-based and delivered by trained family members, parents, or caregivers who can guide and support a more positive recovery message and experience. Specialized family education will be short in duration and focus on practical approaches not linked to a specific diagnosis.

LACCC will develop two bureaus: Family Services Bureau (FSB) and Parental Support Services (PSS) as described under Section 3 (Contractor's Responsibilities). Specifically, LACCC will be funded to develop innovative approaches for the needs of the residents of County of Los Angeles, which are not solely based on NAMI's previously established national program. LACCC will primarily develop an outreach program to family members and

parents/caregivers of consumers who may be experiencing the initial onset of mental health problems, a first contact with the public mental health system, and who may concurrently lack needed support. LACCC will outreach to underserved and underrepresented ethnic populations (UREP) in the County of Los Angeles who are dealing with cultural aspects of personal mental health issues. UREP is based on the five subcommittees of the UREP unit under the Department's Planning Division; and include the following groups: African/African-American, American-Indian, Asian/Pacific Islander, Eastern European/Middle Eastern, and Latino. The training programs will be offered in community-based settings, such as schools, faith-based organizations, community centers, community mental health clinics, law enforcement stations, or training academies. LACCC will provide ongoing consultation and support to the following, but not limited to constituents, parents, caregivers, and family members trained to be a part of FSB and PSS, members of DMH, attendees of the training programs, community-based organizations that collaborate with LACCC, other identified stakeholders and the community-at-large.

2. Deliverables

The Contractor shall provide (A) training, (B) training material, and (C) consultation specified in this Statement of Work (SOW) and Fee Schedule (Exhibit B) as follows:

A. Training Sessions

1. The Contractor shall plan, coordinate, prepare, and conduct FSB and PSS trainings to successfully graduate a minimum of 750 family members, parents, or caregivers Countywide under both training programs.
    a. This deliverable will be tracked and reimbursed based on the number of pre- and post-test surveys completed by FSB and PSS attendees and submitted to DMH by the Contractor.
    b. The Contractor shall report the following information: number of attendees, ethnicity of the attendees, supervisorial district the attendee resides in, and if the attendee will receive follow-up contact.
    c. The Contractor shall ensure a twenty-five (25) percent increase in FSB and PSS attendees from UREP. If this deliverable is not met, a corrective action plan will be executed to review monthly, outreach data to the UREP.
    d. The maximum allowable cost for monitoring total number of attendees shall not exceed a total of $306,150 of each TCA. The Contractor will receive the following reimbursement rates: $187.50/attendee who completes a pre-test survey and $187.50/attendee who completes a post-test survey, totaling a maximum allowable cost of $281,250; and an additional

$25/UREP attendee who completes a pre-test survey and an additional $25/UREP attendee who completes a post-test survey for a minimum total of 498 UREP FSB and PSS attendees.

2. The Contractor shall ensure all FSB and PSS trainers have completed all orientation sessions described below prior to conducting the training sessions throughout the County.
   a. The Contractor will provide all orientation sessions for the FSB and PSS trainers. Each orientation session will be offered by a clinician and will consist of a three (3) day-long training.
   b. The Contractor will increase by twenty (20) percent the number of trainer orientations offered Countywide. The Contractor will receive a ten (10) percent higher reimbursement rate for every UREP trainer who completes the orientation.
   c. The maximum allowable cost for the establishment of a FSB and PSS trainers shall not exceed a total of $11,000 of each TCA.

B. Training Material

1. The Contractor shall provide curricula, learning objectives, methodology, and outcome measures for trainings offered under FSB and PSS.
   a. The Contractor shall ensure all syllabi, materials, and handouts necessary for the training include, but are not limited to, the following: current research on the origins and treatment of mental illness; supportive therapy for family members, caregivers, and parents; communication skill building and problem solving techniques; research supported methods to reduce stigma and discrimination toward people experiencing mental illness; and recovery-based principles and practices.
   b. The Contractor shall provide each attendee the training materials, including, but not limited to: notes, manuals, and workbooks. This material will be offered at no charge to the attendees.
   c. The Contractor shall ensure the training curricula are in alignment with DMH's Prevention and Early Intervention Plan, guidelines, and outcomes.
   d. The Contractor shall ensure any substantive changes to the established curricula are approved by DMH prior to implementation.

2. The Contractor shall ensure positive changes in attitude toward mental health and mental health services among the FSB and PSS attendees, Countywide as determined by the results of pre-test and post-test surveys.

If this deliverable is not met, a corrective action plan will be executed to review the training curricula.

a. Based on the surveys, the Contractor and DMH shall collaborate to adjust the focus and approach of subsequent training sessions.
b. The maximum allowable cost for the production of these training materials shall not exceed a total of $25,000 of each TCA. The Contractor will be reimbursed at the rate of $33/attendee successfully completing the FSB or PSS training and receiving one copy of the training material.

C. Consultation

1. The Contractor, specifically the Education Director (ED), shall provide consultation to FSB and PSS trainers to address questions and/or issues which arise at their respective trainings.

2. The Contractor, specifically the FSB and PSS coordinators, shall provide follow-up consultative services to the family members, parents, and/or caregivers who successfully complete the training. The Contractor is expected, but not limited, to provide the following consultative services: linkage to services for consumer with mental health issues, evaluation of change in attitude toward mental health services, and linkage to continuing family/parent support in the community.

a. The Contractor will determine after each training 500 attendees requiring additional support and follow-up care. The Contractor will ensure these identified attendees receive minimally one monthly telephone contact for the first six months after completing the FSB or PSS training in order to encourage utilization of follow-up services.
b. The above deliverable will be tracked based on call logs submitted on a monthly basis by the Contractor.
c. The Contractor will be reimbursed at the rate of $31.72/call for six months total to the identified 500 FSB/PSS attendees.
d. The Contractor shall ensure a minimum of twenty (20) percent of the FSB and PSS attendees participate in follow-up care/support at a community-based program. The Contractor will provide these referrals and any additional support via telephone contact or in person by accompanying the consumers to a mental health clinic to initiate services.
e. The above deliverable will be tracked based on the number of FSB/PSS attendees who access mental health services through the LA County public mental health system. This information will be available through the Integrated System (IS).

3. The maximum allowable cost for telephone consultation shall not exceed a total of $95,146 of each TCA.

D. Timeline

1. All services outlined in this SOW shall commence upon execution of the Consultant Service Agreement.

2. Training bureaus shall commence immediately, be provided throughout the duration of this Consultative Service Agreement, and conclude by June 30, 2012.

3. Consultative services shall coincide with trainings, be provided throughout the duration of this Consultative Service Agreement, and conclude by June 30, 2012.

3. Contractor's responsibilities

The Training and Consultation program consists of the two distinct components. Each component has its own set of deliverables as outlined below:

A. Family Service Bureau and Parental Support Service Bureau

1. The Contractor will design, implement, and centrally administer the FSB and PSS training and consultation programs within the PEI Plan's FFS.
   a. Specifically, the contractor will create the educational material used to train the volunteers and staff presenting the trainings.
   b. The Contractor will utilize material and literature from national, state, and local programs (including NAMI) to develop educational material used in the trainings offered to the family members, caregivers, and parents.
   c. At minimum, the education material will consist of Power Point presentations, other pertinent handouts and booklets, and will be made available to attendees at no cost. The Contractor is responsible to seek approval of all the training material from DMH Administrative staff prior to implementation.
   d. The curriculum will be highly structured and uniform including important issues relevant to mental health, current research on the origins of and treatment for mental illness, supportive therapy for family members/caregivers/parents, communication skill building and problem-solving techniques. The training materials should utilize researched and well-supported methods to reduce stigma and

discrimination toward mental illness, while supporting recovery-based principles and practices.

e. The Contractor will use their own facilities to create, develop, print, and store the education material.

2. The Contractor is not permitted to subcontract any portion of the training and consultation programs.

3. The Contractor will ensure all services offered meet the community's language needs and are oriented to the diversity of the participants countywide.
   a. Specifically, throughout the duration of this contract, outreach will be targeted to constituents from the UREP as outlined by DMH.
      i. The Contractor will extend beyond current outreach strategies to ensure a twenty percent (20%) increase in trainings to other UREP in the community. This extends beyond the monolingual Spanish-speaking population to include trainers and services in other underserved populations; including but not limited to: Asian/Pacific Islanders, African Americans, Middle Eastern, and Eastern Europeans.
   b. The Contractor will offer detailed strategies on how they plan to outreach to the specifically targeted population.

4. Within the first month, the Contractor will provide DMH a list of established collaborative relationships with local community-based providers in order to contribute to the Los Angeles County PEI efforts.
   a. Specifically, the Contractor will utilize community-based providers to:
      i. Offer training programs in the community to family members and/or parents.
      ii. Recruit attendees and trainers for the FSB and PSS training programs.
      iii. Link past attendees to continued support or needed mental health services.
   b. The Contractor must propose a list of appropriate individuals, community organizations, or agencies with whom the Contractor plans to establish collaborative relationships. The Contractor will clearly describe the role of the collaborative relationship in providing the training programs.
      i. The Contractor will increase the number of training sites by twenty (20) percent, specifically locating sites which are highly utilized by UREP groups in the County.
      ii. The Contractor will develop tracking forms to identify and monitor collaborating community agencies and

regularly input this information into a database updated as new collaborations are established.

c. The Contractor will provide an updated list of available parental and family support groups in the school system and other community-based organizations, in which the attendees can receive continued support upon completing the training programs.

5. The FSB training program must include the following:
   a. An innovative model of peer-directed, family education and consultative services.
   b. Volunteers providing the FSB training will be family members of consumers of mental health services whom the Contractor has trained.
   c. Each FSB training program will be approximately two to three hours in length and presented over a 12-week training schedule.
   d. A minimum of four (4) FSB training programs are to be provided in each of the five (5) Los Angeles County Supervisorial Districts over the duration of the contract.
      i. An exception to this minimum participation expectation will be considered for trainings offered to a specific UREP.
      ii. The Contractor must obtain pre-approval from DMH for exceptions to be granted.
   e. FSB trainings will be held at the following locations: schools, faith-based organizations, community centers, community mental health provider clinics, law enforcement stations, or training academies.
   f. The materials provided in each FSB training program should be at no cost for the participants.
   g. Each FSB training program will be based on a highly structured and standardized curriculum developed by the Contractor.
   h. Each FSB training program will minimally contain the following material:
      i. Current research about serious mental illness and treatments for children, transitional-age youth (TAY), adults, older adults, and those with co-occurring disorders (such as substance abuse or developmental disabilities).
      ii. Current research on available treatments; including, but not limited to: medication, therapeutic services, supportive services, case management, recovery-based practices, self-help, and evidence-based practices.

iii. Education on emotional support and practical tools, including novel problem solving and communication skills.

i. The Contractor will ensure their training program meets the following goals:
   i. Providing consumers and family members the opportunity to improve self-confidence and esteem as presenters.
   ii. Providing family members work opportunities to demonstrate a role model and message of hope to others.

6. The PSS training program must include the following:
   a. An innovative model of peer-directed, family education and consultative services.
   b. Volunteers providing the PSS training program will be parents/caregivers of a child/adolescent who developed symptoms of mental illness prior to age 13 and are consumers of mental health services. The Contractor will be responsible to train the parent/caregiver offering the PSS trainings.
   c. Each PSS training program will be approximately two (2) to three (3) hours in length and presented over six (6) sessions. The sessions can be offered for six consecutive weeks or twice weekly for three weeks.
   d. A minimum of two (2) PSS training programs to be provided in each of the five (5) Los Angeles County Supervisorial Districts over the duration of the contract.
      i. An exception to this minimum participation expectation will be considered for trainings offered to a specific UREP.
      ii. The Contractor must obtain pre-approval from DMH for exceptions to be granted.
   e. PSS trainings will be held at the following locations: schools, faith-based organizations, community centers, community mental health provider clinics, law enforcement stations, or training academies.
   f. The materials provided in each PSS training program should be at no cost for the participants.
   g. Each PSS training program will be based on a highly structured and standardized curriculum developed by the Contractor.
   h. Each PSS training program will contain the following material:
      i. Current information about childhood onset of mental illnesses including research findings and evidence-based practices.
      ii. Problem solving, listening, and communication skills; strategies for handling challenging behaviors; personal

record keeping tool; crisis management and information on relapse prevention; and skills on communicating with mental health professionals

iii. Information about the interface between schools and the mental health system.

iv. Information on community resources.

v. Information on advocacy initiatives.

i. The Contractor will ensure their training program meet the following goals:

i. Provision of fundamental information on how to become a more effective parent or caregiver.

ii. Assistance in coping with the traumatic impact on the family of having a child living with an emotional disorder.

iii. Dissemination of ongoing and necessary tools for use after program completion and assistance in self-care.

7. Staffing

a. The Contractor will identify, interview, and hire all volunteers, interns, and staff.

b. The Contractor will maintain accurate documentation and personnel files for all volunteers, interns, and staff in the FSB and PSS; including tracking their training hours, monthly activity logs, resumes, licenses, and current criminal clearance.

c. The Contractor will hire an Education Director (ED) who has a clinical background; including a graduate degree in Social Work, Psychology, or Marriage and Family Therapy as well as professional experience in the mental health field. The ED will provide clinical expertise for the FSB and PSS training programs. This individual will be available for consultation for any staff, intern, or volunteer involved with this contract to ensure the best clinical care is provided to constituents receiving training and support from the Contractor.

d. The Contractor will provide DMH a roster of volunteers, interns, and staff involved in the FSB and PSS programs. Rosters should include names, contact information, position, which program they are assigned to, and their work schedule. The Contractor will advise DMH in writing of any change to "Key Personnel" twenty-four (24) hours prior to the proposed change taking effect. "Key Personnel" include: ED, FSB Coordinator, and PSS Coordinator. The Contractor will provide updates within thirty (30) business days reflecting any other change in staffing.

e. The Contractor will ensure the volunteers, interns, and staff has lived experience with mental health issues, including experiencing stigma and discrimination toward mental health consumers/family members and working through such

adversity. "Lived" experience is defined as having first-hand experience as a family member, parent, or caregiver being involved and providing support to a family member or child with mental health issues. Staff with limited or no experience reducing stigma and discrimination will receive special skills training by the Contractor.

f. The Contractor will ensure the volunteers, interns, and staff are competent, culturally sensitive, and diverse. Specifically, the staff will include those who are bilingual and able to offer the training programs in languages spoken by the UREP, including but not limited to: Asian/Pacific Islanders, Middle Eastern, and Eastern European.

g. The Contractor is solely responsible for training all volunteers and staff on the materials used in the FSB and PSS training programs, with a focus on recovery and empowerment techniques known to reduce stigma and discrimination. All volunteers, interns, and staff shall complete training within thirty (30) business days from their start date. The Contractor will monitor the level of expertise demonstrated by the trainers, and will provide additional training, as needed, in order to ensure standardization and quality are achieved.

h. The Contractor will interview and select the following Key Personnel: ED, FSB Coordinator, and PSS Coordinator. The Contractor will hire: one (1) ED, three (3) FSB Coordinators, and three (3) PSS Coordinators. The six (6) coordinators will represent all geographic areas of LA County. The Contractor will provide the contact information for the following key personnel to be hired within thirty (30) days of execution of the Consultant Services Agreement: one (1) ED; one (1) FSB coordinator, and one (1) PSS coordinator. The Contractor must hire the remaining FSB/PSS coordinators soon thereafter. The Contractor will not use any portion of this contract to cover the administrative costs of any personnel other than those listed above, with the exception of personnel who provide accounting services or information technology support (including web design and management).

    i. The ED will be the Contractor's representative responsible for directly communicating with the DMH's Adult System of Care (ASOC) Administrative Team via in-person meetings, telephone, or email. The ED will provide monthly reports and updates, including outcome measures; supervise the FSB and PSS teams; hold weekly meetings with the FSB and PSS coordinators via in-person, telephone, or on-line; act as the liaison between the FSB and PSS programs; and ensure FSB and PSS programs meet the deliverables of the contract

with DMH. The ED will assist the FSB and PSS coordinators with selecting the trainers, establishing collaborative relationships with community-based agencies, and developing the standardized training curriculum.

ii. The FSB and PSS coordinators will select and train the volunteers/interns/staff in addition to evaluating their performance. They will develop the standardized curriculum which trains the trainers and is used in the FSB and PSS training programs. The FSB and PSS coordinators will assist the ED in establishing collaborative relationships with community-based organizations, locating appropriate sites for trainings, and selecting spokespersons for the speakers' bureau. The coordinators will provide administrative supervision to the FSB and PSS trainers. The FSB and PSS coordinators will obtain clinical consultation from the ED, as needed, to ensure delivery of a quality training experience.

iii. Only trained family members and parents of consumers will teach the courses. They will outreach to past attendees to complete follow-up tracking logs for outcome purposes. They will work with the ED and FSB and PSS coordinators to establish collaborative relationships with community-based organizations.

8. Implementation of FSB and PSS Training Programs:

a. Communication among and between FSB and PSS training programs:

i. The ED will act as the liaison between the FSB and PSS coordinators. The ED will discuss implementation ideas with the FSB and PSS coordinators at regularly scheduled management meetings.

ii. The Contractor will develop an alternate process of communication to take place in the absence of the ED within 30 days of execution of this Consultation Services Agreement.

iii. Each FSB and PSS program will develop a tracking system to monitor attendance and logistics of each training to ensure sufficient coverage by trained volunteers/staff and sufficient attendance by family members, parents, or caregivers.

b. Recruitment of attendees

i. The Contractor will develop a marketing plan to advertise the training programs and speakers bureau in the community in order to recruit more attendees and obtain community-based settings for the trainings.

ii. The Contractor will assign staff to implement the marketing strategies including: creating, developing, and producing marketing material; attending local community meetings on an ongoing basis to recruit attendees; and networking with community-based organizations to recruit attendees and locate venues. The Contractor is responsible for storing this marketing material.

iii. The Contractor will develop the application process for the trainings; including developing and monitoring the online registration, certificates of completion, as well as administering pre-test surveys and administering follow-up calls to past attendees to complete post-test outcome measures.

iv. The Contractor will investigate adding additional trainings as needed in order to prevent a wait-list for either training program.

c. The FSB and PSS training programs will provide the following documents to each other to ensure cross-collaboration: monthly reports documenting activities for the month, calendars of upcoming trainings in order to cross refer training attendees as deemed appropriate, and results from community outreach for potential locations of trainings.

9. Screening Tools and Outcome Measures:

a. The Contractor will develop tools to track total number of volunteers becoming FSB and PSS trainers.

b. The Contractor will develop their own screening tool to evaluate if the family member dealing with mental health issues of former attendees of the PEI Plan's FFS services obtained sufficient treatment for their mental health issues.

c. The Contractor will develop their own screening tool to evaluate if former attendees of the PEI Plan's FFS services continued supportive services at a community-based program through a referral provided by the FSB and PSS programs.

d. The Contractor will develop a pre- and post-training screening tool to assess if the attendees of the PEI Plan's FFS services experienced a change in acceptance/attitude of and toward mental health and mental health services. This tool will be administered by the FSB and PSS trainers at the onset and immediately after completing the training. The FSB and PSS coordinators will input the survey results into the database. The ED will create the data report given monthly to DMH. This tool may be used during other consultative services and tracked separately in the database. This tool will minimally measure:

i. A reduction in felt/experienced stigma related to having a family member or child with a serious mental illness.
ii. A reduction in stress and fear through increased understanding of the causes and treatment options for serious mental illness.
iii. An increase in effective coping skills or parenting skills.
iv. An increase in self-empowerment for a family member, parent, or caregiver.
v. An improvement in communication skills with the loved one facing a serious mental illness.
vi. A reduction in felt or experienced isolation and personal shame.
vii. A greater knowledge of available community resources and mental health services.
viii. An increase in hope towards a loved one's recovery.

e. The Contractor will seek approval from the DMH's ASOC Administrative Team for all screening tools and/or other outcome measures, prior to implementation.
   i. The Contractor may submit a current screening tool or create a new one.
   ii. The Contractor must create a new screening tool based on what DMH reports to the State DMH if the current screening tool submitted by the Contractor is not vetted by the DMH's ASOC Administrative Team.

B. Consultative Services

1. The Contractor is expected to extend any current, local, consultative services, Countywide, to ensure all five (5) supervisorial districts have access to the FSB and PSS programs and other consultative services offered by the Contractor.

2. The Contractor may provide consultative support services to family members, parents, and caregivers. These services may include, but are not limited to: support/help lines; speakers' bureaus; free presentations in the community by mental health professionals; community-based presentations to schools; and other presentations to local law enforcement departments, hospitals, allied social service providers, faith-based organizations, community centers, etc. These presentations will attempt to recruit attendees and provide referrals to mental health services as needed. In such cases, presenters may act as an advocate on behalf of a family member/parent/caregiver who attended an FSB or PSS training. Information can be distributed via a Countywide public website and distributed as hard-copy bulletins or

information sheets during services offered by the Contractor.

3. The Contractor is allowed to use other internal programs to offer consultative services. The Contractor is not allowed to subcontract any portion of their contract to an outside organization or entity.

4. Monitoring of Program Outcomes

Monitoring, tracking, and reporting of the FFS services are essential to fidelity and accountability of this program. As part of the monthly contact with DMH, LACCC commits to providing to DMH a monthly report, which includes, but is not necessarily limited to the following data:

A. Total number of FSB and PSS trainings and number of attendees per training during the invoicing period. This is to be summarized and should include copies of the sign-in sheets as back up documentation.
B. A breakdown of demographic data for each training; particularly tracking ethnicity, primary language, and the service area in which the attendee resides.
C. Total number of completed pre- and post-training surveys from each FSB and PSS training during the invoicing period.
D. Any necessary detailed cost associated with each monthly invoice.
E. Any other data deemed necessary by DMH to ensure accurate outcome reporting to the State DMH.

The Contractor shall ensure a program evaluation and summary report is presented to DMH at the end of the Initial Period and Extension Period, if applicable. This report can include a summary review of the outcome measures and pre- and post-training surveys administered to the attendees.

5. One-Time Expenses

The Contractor shall be reimbursed up to $73,000 for MHSA-allowable, one-time expenses associated with starting the FSB and PSS training programs and that are incurred only during the first six months of the Initial Period of this Agreement.. Allowable expenses include costs associated with recruitment (includes recruitment advertisements), staff orientation, staff training dedicated to program development prior to service delivery, and equipment purchases (individually less than $5,000). Specific examples of equipment purchased individually for less than $5,000, include but are not be limited to the following items: laptops, computer programs, cell phones, and copy machines. Also included in the one-time costs: 1) initial costs for hiring personnel (staff salaries for one (1) ED and up to three (3) FSB coordinators and three (3) PSS coordinators, and consultant salaries for an IT Support and/or Web Designer and an Accountant); and 2) costs to produce education material to initially train FSB and PSS trainers as described in this SOW. Any remaining monies will not be

recouped back into the contract.

A. The Contractor shall be reimbursed according to procedures described in this SOW and Fee Schedule (Exhibit B).

B. Documentation requirements for reimbursements shall include maintaining sufficient files and records; including but not limited to:
   1. Original receipts to support payment invoices. If an original receipt is not obtainable, a copy of the receipt or justification documenting why the receipt was not obtained should be retained;
   2. Copies of signed checks issued; and
   3. Documentation of costs for recruitment or training of staff.

C. The Contractor shall, on the last day of each month, complete a separate "One-time MHSA Expenses Invoice Form" (Attachment B); indicating the funding source name (MHSA PEI Early Start Anti-Stigma and Discrimination), categories of expenses (SFC 78) and the amount spent, including staff salaries. All claims are to be submitted by Contractor to DMH within thirty (30) days from the date in which the expenditure occurred.

   1. The One-time MHSA Expenses Invoice form(s) (Attachment B) shall be submitted to:

      Los Angeles County - Department of Mental Health
      550 S. Vermont Avenue, 3rd floor
      Los Angeles, CA 90020
      Attn: Cathy Warner, LCSW,
      Deputy Director, Adult System of Care
   2. The DMH PEI Early Start Anti-Stigma and Discrimination Program Manager (Cathy Warner, LCSW, Deputy Director) will review monthly invoices and sign to affirm that expenditures meet established procedures for One-time Expenses Associated with Starting a New MHSA Program. Approved invoices will be forwarded to the DMH Provider Reimbursement Unit (PRU) for payment.
   3. DMH shall process all completed requests for reimbursement on a monthly basis. The judgment of DMH as to the allow ability of any expenditure shall be <u>final</u>.
   4. The amount of funds allocated for one-time MHSA expenses associated with starting a new MHSA program must be pre-approved by DMH. The County shall not be liable for reimbursement of any expenses claimable hereunder in the event that Contractor exceeds its allocation or violates the terms and conditions of these procedures or the SOW.

D. The Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all equipment, manuals, and supplies. Such items shall be

acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

E. In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except the use during the term of this Contract, in all equipment, materials, and supplies, purchased or obtained by the Contractor using any County funds. Upon the expiration or termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing. County shall have the right to take immediate possession of all such removable equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor.

F. Contractor shall maintain accurate and complete inventory records and controls of all equipment, materials, and supplies purchased or obtained using any County funds. Within 90 calendar days following the execution of this Consultant Services Agreement, Contractor shall provide the DMH Administrative team an accurate and complete inventory report of all equipment, manuals, and supplies, purchased or obtained using any County funds.

6. **Performance-Based Criteria**

The following six (6) Performance-Based Criteria shall measure the Contractor's performance related to program and operational measures indicative of quality training and consultative services. These criteria are consistent with the MHSA PEI Plan. These measures assess the Contractor's ability to provide the required services as well as the Contractor's ability to monitor the quality of the training and consultative services.

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Accurate record of individuals trained by FSB/PSS training program. Contractor will minimally train 750 family members, parents, or caregivers Countywide (distributed minimally among four FSB trainings and two PSS trainings provided in each of the five Los Angeles County Supervisorial Districts) during the contract term.	Centralize an accurate record that tracks family member, parent, or caregiver attendees by using sign-in sheets.	Contractor maintains an accurate and complete database, including sign-in sheets, and required reports are submitted to DMH on or before due date every month.
2. Mental health stigma seen in target audience reduced minimally by thirty (30) percent.	Pre- and post-training screening tool to be developed and administered by the Contractor at each FSB and PSS training.	Contractor will develop a pre- and post-training screening tool, to be approved by DMH, and administered at each FSB and PSS training. Contractor maintains an accurate and complete database, including copies of the pre- and post-training screening tool, and required reports are submitted to DMH on or before due date each month.
3. Increase minimally by twenty-five (25) percent the number of under-represented/ underserved constituents outreached to by the FSB and PSS training programs, collectively.	Establish collaborative relationships with community-based organizations used by under-represented/ underserved constituents, and utilize these relationships to improve outreach with the UREP population.	Contractor maintains an accurate and complete database, including the number of constituents outreached to, and required reports are submitted to DMH on or before due date each month.

PERFORMANCE BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
4. Increase minimally by twenty (20) percent the number of constituents obtaining follow-up services in County of Los Angeles' public mental health system outreached to by FSB and PSS, collectively.	Follow-up phone calls to attendees of family education and parental support services to inquire if the consumer sought out and is currently receiving mental health services.	Contractor maintains an accurate and complete database, including the number of consumers entering mental health services and those sustaining mental health services, with these required reports submitted to DMH on or before due date each month.
5. Increase minimally by twenty (20) percent the following: total number of FSB and PSS trainers, particularly UREP trainers.	Centralized tracking system using sign-in sheets.	Contractor to provide baseline data to DMH within thirty (30) days and monthly thereafter.
6. Minimally 500 attendees or two-thirds of the total number of FSB/PSS attendees in this contract will receive follow-up support.	Referral of FSB/PSS attendees to local family/parent support groups. Completed follow up phone calls to inquire if family members attend these support groups. Provide a phone contact every month for six (6) months.	Contractor researches and maintains a database of the local family support groups addressing mental health needs and refers attendees to such groups. Contractor researches and maintains a database of the parental support groups within the local school system, which addresses the mental health needs of children, and refers attendees to such groups. Contractor maintains an accurate and complete database, including the number of family members continuing to attend support groups and required reports, including phone logs, are submitted to DMH on or before due date each month.

7. Time Sensitive Deadlines

The following documents are to be submitted to DMH within the first 30 days of the execution of the Consultant Services Agreement:

A. All training material for the FSB and PSS training programs, including the materials used to train the presenters and used in the Countywide trainings.

B. Current and potential schedule and location for FSB and PSS trainings.

C. Staffing information; including personal information for the ED, FSB coordinator(s), and PSS coordinator(s); and job descriptions for all paid, volunteer, and intern positions.

D. Outcome measures; including screening tools to be used at six (6) months follow-up with FSB/PSS training attendees; pre- and post-test given to all attendees to measure attitudinal change; registration forms to be used to register attendees; and database to be maintained with all attendees' information.

E. Current list of community organizations which the Contractor collaborates with and planned future collaborative efforts.

F. Current baseline data from the last fiscal year (July 1, 2009 to June 30, 2010); including but not limited to:

   1. Total number of family members trained as FSB and PSS trainers by ethnicity.
   2. Total number of parents/caregivers trained as PSS trainers by ethnicity.
   3. Total number of family members completing the FSB training by ethnicity.
   4. Total number of parents/caregivers completing the PSS training by ethnicity.

G. By the end of the third month following the commencement of the Initial Period of this Agreement, the Contractor will launch a Countywide website; minimally including pertinent information from all NAMI affiliates in LA County, a list of upcoming "Train the Trainer" trainings in LA County, and an updated list of all available NAMI support groups in LA County. The Contractor may use available one-time funds to assist with this deliverable.

H. The Contractor will submit revised documents to DMH within 15 business days reflecting any changes made to the above mentioned documents, with the exception of baseline data.

I. The Contractor must communicate any programmatic or administrative changes from other entities they report to, including Board of Directors or National/State program

COUNTY OF LOS ANGELES-DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES ACT
PREVENTION AND EARLY INTERVENTION

EXHIBIT B

THE LOS ANGELES COUNTY ALLIANCE FOR THE MENTALLY ILL
aka LOS ANGELES COUNTY COORDINATING COUNCIL (LACCC)

FEE SCHEDULE

Total Contract Amount

The Total Contract Amount (TCA) for the Initial Period of this Agreement, which includes the remainder of Fiscal Year (FY) 2010-11 and FY 2011-12, shall not exceed the sum of Five Hundred Ten Thousand, Two Hundred Ninety-Six DOLLARS ($510,296). This TCA includes $73,000 allocated to any Mental Health Services Act (MHSA)-allowable, one-time start-up expenses incurred during the first six months of the Initial Period of this Agreement..

The TCA for the optional Extension Period from FY 2012-13 shall not exceed the sum of Four Hundred Thirty-Seven Thousand, Two Hundred Ninety-Six Dollars ($437,296).

Payment Procedures

For all services, the Los Angeles County Alliance for the Mentally Ill, also known as LACCC, shall submit monthly invoices and corresponding reports adequately documenting the services provided by the training bureaus under the Statement of Work (SOW). The monthly invoices shall include detailed descriptions of the cost incurred. Contractor cannot exceed the expenditures outlined in the approved annual budget without prior approval from the Department of Mental Health (DMH). LACCC shall retain all relevant supporting documents and make them available to the DMH at any time for audit purposes. Invoices and corresponding reports shall be specific as to the type of cost requested and shall be submitted to:

Los Angeles County - Department of Mental Health
550 S. Vermont Avenue, 3rd floor
Los Angeles, CA 90020
Telephone: 213-738-2756
Attn: Cathy Warner, LCSW,
Deputy Director, Adult System of Care

The Deputy Director of Adult System of Care (ASOC), or one of her designated staff, will review the invoices and sign to verify that expenditures are eligible as outlined in the SOW. Approved invoices will then be forwarded to DMH's Provider Reimbursement Unit (PRU).

Funding for training services under this Agreement shall not exceed the TCA as stated in this Agreement.

Any expenditure other than those listed in this Exhibit requires prior written approval from the Deputy Director of ASOC.

Mental Health Services Act Funds

In the event MHSA funds are not made available by the State DMH, or if the State DMH denies any or all of the MHSA claims submitted by County on behalf of the Contractor, County is not responsible for any substantive payment obligation, and accordingly, Contractor shall not seek any payment from County and shall indemnify and hold harmless County for any and all liability for payment of any or all of the denied MHSA claims or claims for which MHSA funds are not made available.

The Los Angeles County Alliance for the Mentally Ill
aka Los Angeles County Coordinating Council (LACCC)
Training/Consultative Services Fee Schedule
Initial Period (remaining months of FY 2010-2011 and FY 2011-2012)

Deliverable(s)	Establishing a Countywide Website Establishing FSB and PSS administrative and training team.		Funds only available for following one-time expenses: purchasing equipment (less than $5,000 each), (to include, but not be limited to, the following items: laptops, computer programs, cell phones, and copy machines); initial costs for hiring personnel (only for staff salaries for one ED, up to three FSB coordinators, up to three PSS coordinators, and consultant salaries for IT Support and/or Web Designer and Accountant); and cost to produce education material to initially train FSB and PSS trainers	
		Maximum Total: One-Time Expenses		$73,000
Deliverable(s)	Minimally 20 % increase from FY 2009-10 data in total number of FSB/PSS trainers Countywide		An additional 10% reimbursement rate for UREP trainers	
		Maximum Total: Orientation Session		$11,000
Deliverable(s)	Provided to each attendee,		$33/attendee	$25,000

	including, but not limited to: notes, manuals, and workbooks. This material will be offered at no charge		
		Maximum Total: Training Materials	
[illegible]			
Deliverable(s)	Minimally 750 attendees successfully complete an FSB or PSS trainings Countywide	$187.50/attendee who completes a pre-test survey and $187.50/attendee who completes a post-test survey = $281,250	
	Additional $25 for UREP attendee at FSB/PSS trainings	$25/UREP attendee who completes a pre-test survey and $25/UREP attendee who completes a post-test survey for up to 498 UREP attendees	
		Maximum Total: FSB/PSS trainings	$306,150
[illegible]			
Deliverable(s)	Identify a minimum of 500 FSB/PSS attendees who require continued support and provide minimally 1 telephone/in-person contact per month for first six months upon attendee completing an FSB/PSS training. Minimally 25% of the 500 FSB/PSS attendees requiring continued support will seek follow-up care at a community based group/organization through a referral from LACCC	500 attendees will receive a minimum of 6 follow-up telephone calls @ $31.72/call	
		Maximum Total: Consultative Services	$95,146
Grand Total: All One-Time Expenses, Training, and Consultative Service Costs:			**$510,296**

* UREP includes the following groups: African/African-American, American-Indian, Asian/Pacific Islander, Eastern European/Middle Eastern, and Latino.

EXHIBIT C

CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSULTANT NAME _____ Contract No._____

GENERAL INFORMATION:

The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Consultant Acknowledgement and Confidentiality Agreement.

CONSULTANT ACKNOWLEDGEMENT:

Consultant understands and agrees that the Consultant employees, Consultants, Outsourced Vendors and independent Consultants (Consultant's Staff) that will provide services in the above referenced agreement are Consultant's sole responsibility. Consultant understands and agrees that Consultant's Staff must rely exclusively upon Consultant for payment of salary and any and all other benefits payable by virtue of Consultant's Staff's performance of work under the above-referenced contract.

Consultant understands and agrees that Consultant's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Consultant's Staff 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. Consultant understands and agrees that Consultant's Staff 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:

Consultant and Consultant's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Consultant and Consultant's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Consultant and Consultant's Staff may also have access to proprietary information supplied 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, criminal, and welfare recipient records. Consultant and Consultant's Staff understand that if they are involved in County work, the County must ensure that Consultant and Consultant's Staff, will protect the confidentiality of such data and information. Consequently, Consultant must sign this Confidentiality Agreement as a condition of work to be provided by Consultant's Staff for the County.

Consultant and Consultant's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Consultant and the County of Los Angeles. Consultant and Consultant's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Consultant and Consultant's Staff agree to keep confidential all 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, Consultant proprietary information and all other original materials produced, created, or provided to Consultant and Consultant's Staff under the above-referenced contract. Consultant and Consultant's Staff agree to protect these confidential materials against disclosure to other than Consultant or County employees who have a need to know the information. Consultant and Consultant's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Consultant and Consultant's Staff shall keep such information confidential.

Consultant and Consultant's Staff agree to report any and all violations of this agreement by Consultant and Consultant's Staff and/or by any other person of whom Consultant and Consultant's Staff become aware.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION:_____

EXHIBIT D

CONTSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Consultant Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Consultant referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied 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, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken 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 between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all 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, Consultant 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 my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such Information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____/_____/_____
PRINTED NAME:_____POSITION:_____

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 (082508)

EXHIBIT E

CONTSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Consultant Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Consultant referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Consultant referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied 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, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Consultant for the County. I have read this agreement and have taken 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 between the above-referenced Consultant and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Consultant.

I agree to keep confidential all 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, Consultant 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 the above-referenced Consultant or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Consultant any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Consultant upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

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.

EXHIBIT F

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (CONSULTANT'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 "Consultant") that all of its officers, employees, agents and/or Subcontractors 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 Subcontractors 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 Subcontractors 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 Consultant or any of its officers, employees, agents and/or Subcontractors 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 Consultant, or one or more of its officers, employees, agents and/or Subcontractors, barring it or its officers, employees, agents and/or Subcontractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____

Please print name

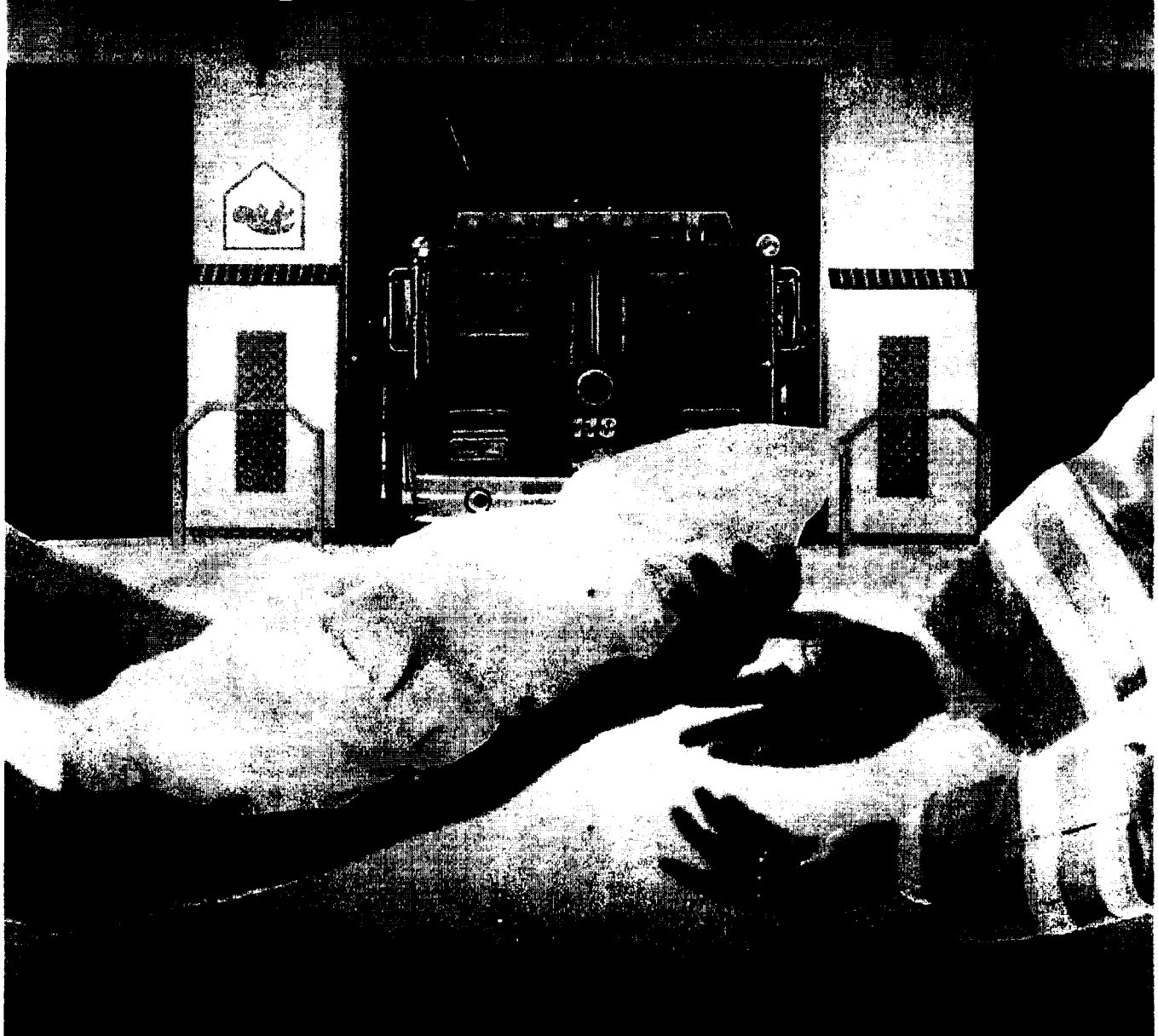
Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

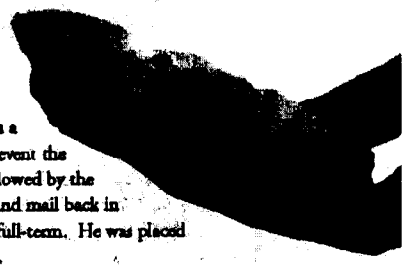
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

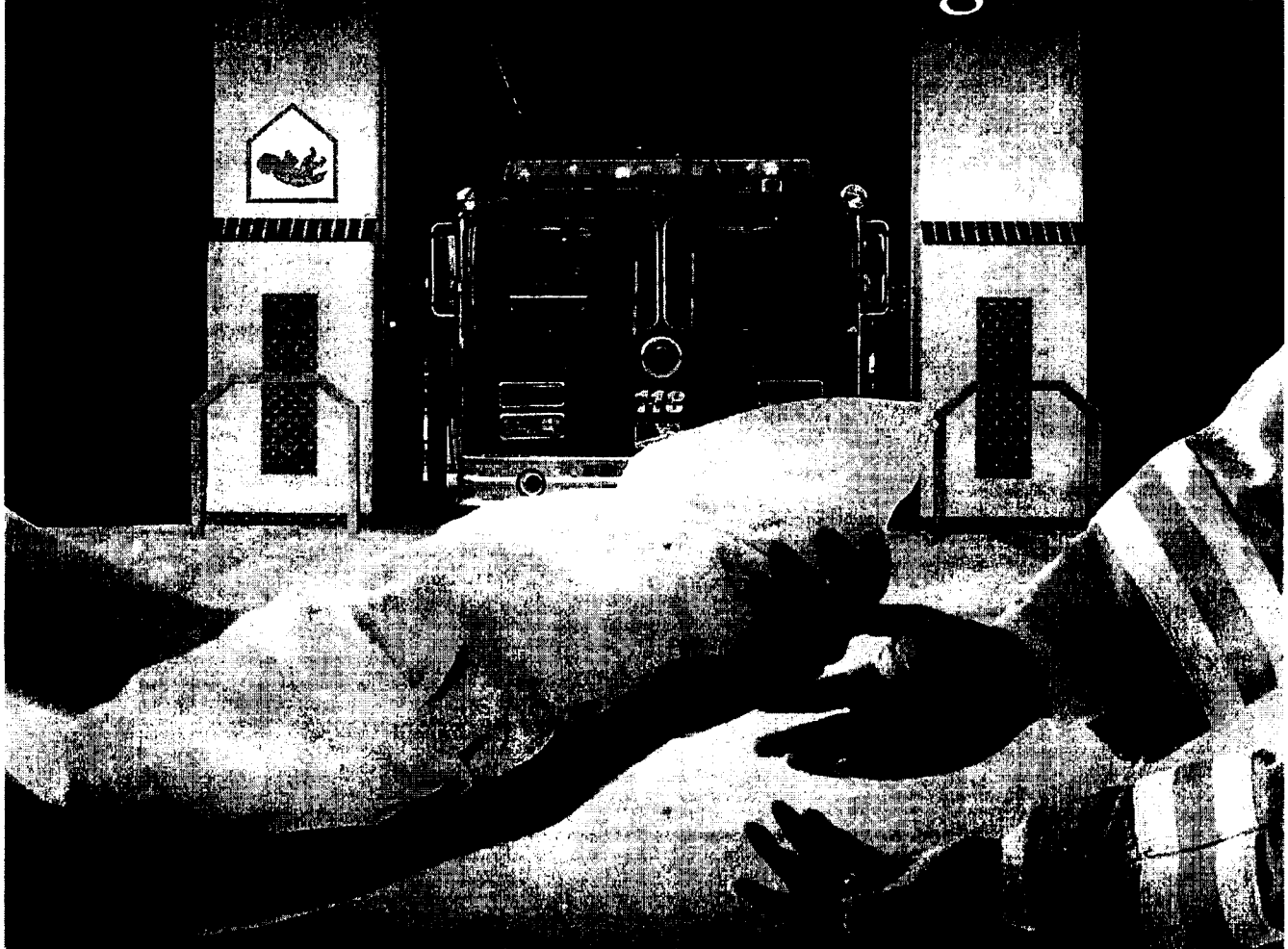
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

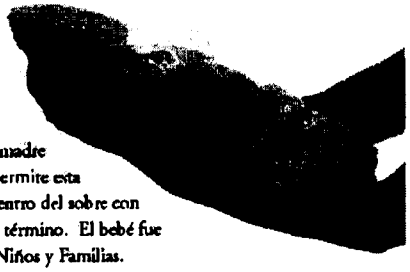
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT H

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.

Check the Certification below that is applicable to your company.

☐ Proposer or Consultant 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 Consultant 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 Registry 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 of Signer (please print)