COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS

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ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

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

July 02, 2013

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:

AUTHORIZATION TO EXECUTE A SOLE SOURCE CONSULTANT SERVICES AGREEMENT WITH CALIFORNIA INSTITUTE FOR MENTAL HEALTH FOR TRAINING, CONSULTATION, AND TECHNICAL ASSISTANCE ON MENTAL HEALTH SERVICES FOR FISCAL YEARS 2013-14 THROUGH 2015-16
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval to execute a Sole Source Consultant Services Agreement with the California Institute for Mental Health for training, consultation and technical assistance on mental health services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chief Deputy Director of Mental Health (Chief Deputy), or her designee, to prepare, sign, and execute a Sole Source Consultant Services Agreement (Agreement), substantially similar to Attachment I, with California Institute for Mental Health (CIMH). The term is for Fiscal Years (FY) 2013-14, 2014-15 and 2015-16, effective upon Board approval. The Total Compensation Amount (TCA) is $388,000 for FY 2013-14, $405,000 for FY 2014-15, and $388,000 for FY 2015-16, fully-funded with State Mental Health Services Act (MHSA) revenue and Intrafund Transfers from the Department of Public Social Services (DPSS) and the Department of Probation (Probation). The total TCA for three fiscal years is $1,181,000 (Attachment I, Exhibit B).

2. Delegate authority to the Chief Deputy, or her designee, to prepare, sign, and execute future

Amendments to the Agreement with CIMH, provided that: 1) the County's total payments to CIMH for each fiscal year do not exceed an increase of 10 percent from the applicable revised Board-approved TCA; 2) any such increase is used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) the Director of Mental Health does not participate in the amendment approval process ; 5) approval as to form by County Counsel is obtained prior to execution of any amendments; 6) County and CIMH may by written Amendment reduce services or programs without reference to the 10 percent limitation and revise the applicable TCA; and 7) the Chief Deputy notifies your Board of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions to renew the expiring sole source agreement with CIMH will enable the Department of Mental Health (DMH) to continue obtaining valuable training, consultation, and technical assistance services for DMH's important state and County mental health services programs. These programs include the Mental Health Services Act (MHSA) funded programs and the Department's interagency collaborations with other County departments to serve individuals participating in community-based programs.

Specifically, CIMH will continue to provide consultant services to support DMH's mental health programs which include 1) California Work Opportunities and Responsibilities to Kids (CalWORKs) in collaboration with DPSS; 2) Functional Family Therapy (FFT) Training and Consultation Services in collaboration with Probation; and 3) planning and implementation of MHSA funded programs. A brief description of services for each of these three (3) programs are provided in the FACTS Section.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, Operational Effectiveness and Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The FY 2013-14 maximum compensation amount is $388,000, which is fully-funded by State MHSA revenue and Intrafund Transfers from DPSS and Probation. Funding for this agreement is included in DMH's FY 2013-14 CEO Recommended Budget. Funding for future years will be requested through DMH's annual budget request process.

There is no increase in net County cost associated with the recommended action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CIMH is a private, non-profit agency located in Sacramento. It was formed by the California local mental health directors in 1993 with a goal to promote excellence in public mental health services. Current Board members include local mental health directors who serve gratuitously to further statewide mental health causes. The Director of Mental Health (Director) currently serves on CIMH's

Board of Directors, but the Director is not compensated and does not benefit financially in any way from serving in that position. Additionally, the Director has not participated in the approval process for this Agreement and will not for any future amendments. County Counsel has advised that the conflict of interest laws therefore do not preclude the County from entering into an agreement with CIMH.

CIMH is a recognized leader in California for its statewide role in supporting the public mental health system through consultation, technical assistance, research, policy development, and Evidence-Based Practices (EBPs). Its leadership role was demonstrated by the fact that the State selected CIMH as the training entity in the implementation of important statewide projects such as Managed Care and the MHSA. Currently, the California Department of Health Care Services (DHCS) has retained CIMH to develop a stakeholder informed business plan to address critical mental health and substance use disorder services.

CIMH shares DMH's mission of Hope, Wellness and Recovery. Through its collaborations at local, state and national levels, CIMH has been successfully implementing its vision of wellness, resiliency, recovery, and full community integration of services for adults, children, and families dealing with mental health and substance abuse-related issues.

CIMH has consistently provided DMH quality consultant services to support the planning, development and implementation of the Department's various federal, state and County funded mental health programs. The agency has a track record of developing and successfully implementing mental health project practice models for DMH. Notable examples are the 2006 projects accomplishments during which CIMH assisted DMH with the multisite implementation of Multi-Systemic Therapy, Functional Family Therapy, and Trauma-Focused Cognitive Behavioral Therapies models.

Board approval of the Agreement will support and enhance DMH's commitment to partner with clients, families and communities to create hope, wellness and recovery.

The Agreement will include the following projects to continue the consultant services, as specified in the Statements of Work (SOW) (Exhibit A to Attachment I):

1. CalWORKs

CIMH will work on the implementation of the evaluation system of the CalWORKs mental health services. CIMH has completed the analysis and examination of clinical outcomes, the development of system transformation and the development of an evaluation system. CIMH will continue its current research on a randomized control group of CalWORKs providers who have implemented the program to identify the underlying causes of CalWORKs low supported employment and low individual placement rates so as to design effective ways to address the problems.

2. Functional Family Training and consultation

Functional Family Therapy (FFT) is a family-based prevention and intervention program for dysfunctional youth ages 11 to 18 years. The goal is to successfully intervene complex and multidimensional problems through clinical practice. CIMH will work on the FFT implementation phase which includes on-going staff development, interagency linking, and program expansion.

3. MHSA Consultant Services

CIMH will continue providing services in the areas of training, research and policy development on

MHSA funded programs.

The Agreement has been approved as to form by County Counsel.

The required Sole Source Checklist, which identifies and justifies the need for a Sole Source contract renewal, has been reviewed and approved by CEO (Attachment II).

CONTRACTING PROCESS

In accordance with your Board's contracting policy requirements for Sole Source contracts, DMH notified your Board on May 2, 2013, of its intent to enter into a Sole Source Agreement with CIMH (Attachment III).

Upon your Board's approval, DMH will execute the Agreement with CIMH for a term of three fiscal years, effective upon your Board's approval through June 30, 2016.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement with CIMH ensures the continued provision of quality consultant services to DMH and its contract providers serving the mentally ill population of the Los Angeles County. The synergy of training, consultation, and technical assistance is expected to significantly enhance the Department's mental health services provision to the clients served.

Respectfully submitted,

Robin Kay, Ph.D

ROBIN KAY, PH.D
Chief Deputy Director

RK:MM:DM:RK:cc

Enclosures

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

Attachment I

California Institute for Mental Health

MH050144
CONTRACT NUMBER

MH050039
REFERENCE NUMBER

Business Address:

2125 19th Street, 2nd Floor

Sacramento, CA 95818

Supervisory District(s) All

CONSULTANT SERVICES AGREEMENT

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CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for Consultant Services (hereafter "Agreement") is made and entered into this _____ day of July, 2013 by and between California Institute for Mental Health (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 Specialized Technical Mental Health knowledge related to strategic, organization and system planning; and

WHEREAS, CONSULTANT is specifically trained and possesses the skills, experience, education and competency for the provision of Specialized Technical Mental Health knowledge related to strategic, organization and system planning; 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:

- Customer Orientation
- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Leadership
- 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 three goals; 1) Operational Effectiveness; 2) Fiscal Responsibility; and 3) Fiscal Responsibility. 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, economic well being, safety and survival, emotional and social 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.

1. Exhibit A- Statement of Work
2. Exhibit B- Funding Sources
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.

4.0 TERM OF AGREEMENT:

A. Initial Period: The Initial Period of this Agreement shall commence on upon Board approval, 2013, and shall continue in full force and effect through June 30, 2014.

B. Automatic Renewal Periods: After the Initial Period, this Agreement shall be automatically renewed for 2 additional 1-year periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period.

1. First Automatic Renewal Period: The first automatic renewal period shall commence on July 1, 2014, and shall continue in full force and effect through June 30, 2015.

2. Second Automatic Renewal Period: The second automatic renewal period shall commence on July 1, 2015, and shall continue in full force and effect through June 30, 2016, unless either party gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or at the end of the First or Second Automatic Renewal Period, as applicable.

C. Contractor Alert Reporting Database (CARD): The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a varied of purposes, including determining whether the County will exercise a contract term extension option.

D. 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 59.0 (NOTICES).

E. Suspension of Payments: Payments to Contractor under this Agreement shall be suspended if Director, for good cause, determines that Contractor 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 Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor 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:

A. Consultant agrees to satisfactorily complete all work specified in Exhibit A Statement of Work. In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A Statement of Work. Consultant shall be paid in accordance with the Funding Sources established in Exhibit B.

B. Total compensation for all services furnished hereunder shall not exceed the sum of THREE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS ($388,000) for Fiscal Year 2013-14; FOUR HUNDRED FIVE THOUSAND DOLLARS ($405,000) for Fiscal Year 2014-15; THREE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS ($388,000) for Fiscal Year 2015-16.

C. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the

invoice and report by County's Program Manager or his/her designated representative.

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

E. Consultant shall submit invoices to:

County of Los Angeles
Department of Mental Health
550 South Vermont Avenue, 12th Floor
Los Angeles, CA 90020
Attn: Angel Baker

F. 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 59.0 (NOTICES).

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

H. 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 Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

A. County's Program Manager:

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.

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: Angel Baker.

3. 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: Sandra Goodwin, Ph.D.

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:

A. Indemnification: Consultant shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Agreement.

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

1. Evidence of 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 Contractor'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 Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor 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 Contractor 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 Contractor, 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 Avenue, 5th Floor, Room 500
Los Angeles, CA 90020

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor 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 Contractor's General Liability policy with respect to liability arising out of Contractor'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 Contractor's acts or omissions, whether such liability is attributable to the Contractor 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 or Changes in Insurance

Consultant shall provide County with, or Consultant's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

4. Failure to Maintain Insurance

Contractor'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 Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

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. Contractor's Insurance Shall Be Primary

Contractor'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 Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

7. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor 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 Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8. Subcontractor Insurance Coverage Requirements

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

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor'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. Contractor 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

Contractors 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, Contractor 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.

C. 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 Contractor'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 Contractor 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 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor'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 Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor 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.

D. A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, respondents may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

1. Notification of Incidents, Claims or Suits: Consultant shall report to County:

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

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

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

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Consultant under the terms of this Agreement.

2. Compensation for County Costs: In the event that Consultant fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Consultant shall pay full compensation for all costs incurred by County.

(a) Property Coverage

Contractors 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 Contractor'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: 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 PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials.

Contractor and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, is and / or shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Agreement. During and for a minimum of five years subsequent to the term of this Agreement, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

B. Transfer to County.

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

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

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor'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 Contractor of any such changes in allocation of funds at the earliest possible date.

13.0 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.

14.0 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 14.0. 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 Sub-Consultant 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 Sub-Consultant, including any officers, employees, or agents of any Sub-Consultant, 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, 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 Sub-Consultant personnel providing services under such subcontract. Consultant shall assure that any Sub-Consultant 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 Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, 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 Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, 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 Sub-Consultants and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any Sub-Consultants 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 Consultant Employee Acknowledgement, in the form as contained in the Agreement, for each Sub-Consultant'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 Sub-Consultant 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.

15.0 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.

16.0 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.

17.0 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.

18.0 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.

19.0 ENTIRE AGREEMENT: The body of this Agreement and the Exhibits A through H, all of which are attached hereto and incorporated hereto by reference, 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.

20.0 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.

21.0 RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

22.0 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.

23.0 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 of 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.

24.0 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 Sub-Consultants, 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.

25.0 TERMINATION OF AGREEMENT:

A. 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.

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

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

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

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

C. 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.

26.0 TERMINATION FOR IMPROPER CONSIDERATION:

A. 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.

B. 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.

27.0 TERMINATION FOR DEFAULT:

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

1. 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

2. 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.

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

C. The rights and remedies of County provided in this Paragraph 27.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

29.0 IMMEDIATE TERMINATION BY COUNTY:

A. In addition to any other provisions for termination provided in this Agreement, this Agreement may be terminated by County immediately if County determines that:

1. Contractor has failed to initiate delivery of services within 30 calendar days of the commencement date of this Agreement; or

2. Contractor has failed to comply with any of the provisions of Paragraphs 8 (INDEMNIFICATION AND INSURANCE), 13 (DELEGATION AND ASSIGNMENT), 14 (SUBCONTRACTING), 18 (CONFLICT OF INTEREST), 33 (CHILD SUPPORT COMPLIANCE PROGRAM), 39 (CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) and/or 51 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM); or

3. In accordance with Paragraphs 26 (TERMINATION FOR IMPROPER CONSIDERATION), 27 (TERMINATION FOR DEFAULT), and/or 30 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

B. In the event that this Agreement is terminated, then:

1. On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual Cost Report. Contractor shall prepare an Annual Cost Report in accordance with the terms of the Fee Schedule Exhibit B.

2. Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Agreement to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of Director or his designee, except that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. If Contractor terminates this Agreement, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way under this Agreement; and

3. Any termination of this Agreement by County shall be approved by County's Board of Supervisors.

C. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 59 (NOTICES).

30.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 51 (CONTRACTOR'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 Contractor to cure such default within 10 days of notice shall be grounds upon which

County may terminate this contract and/or pursue debarment of Contractor, 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 Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor 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 contractor require additional or replacement personnel after the effective date of this agreement, contractor 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 contractor's minimum qualifications for the open position. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GRAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to contractor.

33.0 CHILD SUPPORT COMPLIANCE PROGRAM:

A. 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).

B. 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 A (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 27.0 (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 Sub-Consultant 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 Sub-Consultants 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 Sub-Consultants, at any tier, or any owner, officer, partner, director or other principal of any Sub-Consultant 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 Sub-Consultants 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 Sub-Consultants 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.

Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

Contractor shall also comply with DMH Policy "Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts" which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

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 E 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 INADVERTENT MEDICAL RECORD ACCESS: Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its 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 Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

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 Sub-Consultant to perform services for the County under the Agreement, the Sub-Consultant 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 Contractor 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 Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor 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 Contractor 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 Consultant to complete the certification in Exhibit H, the County seeks to ensure that all County Consultants which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Consultant which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

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 Contractor'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. Contractor 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. Contractor 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 Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. Contractor 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: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, 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.

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 Contractor and by the Director of Mental Health.

49.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor 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 Contractor'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 Contractor whenever County policies or procedures are to apply to this contract provision (e.g.,

AB 2034 grant) 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 Contractor.

50.0 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, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

Contractor 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.

Contractor 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 Contractor 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 Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any Contractor 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 Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

51.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor 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 Contractor qualifies for an exemption or exclusion, Contractor 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 2.206.

52.0 FORCE MAJEURE:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, 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 subcontractors), 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 subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor 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."

53.0 CONTRACTOR'S OFFICES: Contractor shall notify in writing DMH's Contracts Development and Administration Division, and any other County office(s) as identified in Paragraph 59 (NOTICES), of any change in its business address, as shown on page I of this Agreement, at least thirty days prior to the effective date thereof.

54.0 UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6l50) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

55.0 WARRANTY AGAINST CONTINGENT FEES:

A. Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to immediately terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingent fee.

56.0 FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for services performed by Contractor's employees for which County may be found jointly or solely liable.

57.0 CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, client records and information, in accordance with WIC Sections 5328 through 5330, inclusive, Title 45, Code of Federal Regulations, Section 205.50, and all other applicable County, State and Federal laws, ordinances, rules, regulations, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

58.0 DISCLOSURE OF INFORMATION: During and after the term of this Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials, using the name of County or of any County employee or agent or of any County client without prior written consent of Director. Director shall have the sole and absolute right to grant or deny such consent.

59.0 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, 5th Floor, Room 500
Los Angeles, California 90020
ATTN: Richard Kushi

If to CONSULTANT: California Institute for Mental Health
2125 19th Street, 2nd Floor
Sacramento, CA 95818
ATTN: Sandra Goodwin

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

COUNTY OF LOS ANGELES

By_____
ROBIN KAY, Ph.D.
Chief Deputy Director of Mental Health

California Institute for Mental Health
CONTRACTOR

By_____

Name Sandra Goodwin, Ph.D.

Title President and CEO
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and Administration Division

CALIFORNIA INSTITUTE FOR MENTAL HEALTH
Fiscal Years 2013-14, 2014-15 and 2015-16

EXHIBIT A
STATEMENT OF WORK

California Institute for Mental Health (CIMH) shall provide Training, Consultation and Technical Assistance services to Department of Mental Health's (DMH) directly operated programs and contract providers as specified in the following Statement of Work (SOW).

I. California Work Opportunity and Responsibility to Kids (CalWORKs) Program

Department of Public Social Services is County lead agency administering the CalWORKs program. DMH provides mental health supportive services for persons with serious mental health issues that are enrolled in CalWORKs program. The goal is to remove clients' mental health barriers that prevent them from being employed and assist them to acquire and maintain employment or establish a Social Security Income (SSI) case.

CIMH shall continue its current research on a randomized control research group of CalWORKs providers who have implemented Supported Employment, Individual Placement and Supports Model by performing the following:

- CIMH shall provide client interviews on each control group of CalWORKs participants who are enrolled in Supported Employment Individual Placement and Support (IPS) Model following their initial year of enrollment.

- CIMH shalll conduct Final fidelity reviews of CalWORKs agencies' IPS programs and provide reports.

- CIMH shall prepare final staff ratings for participants.

- CIMH shall obtain and conduct a comparison data analysis between DPSS' data collected on employed CalWORKs participants and DMH's IS data on employed participants who were enrolled in Supported Employment IPS Model.

- CIMH shall compile study findings from all sources into a report (Final Report) for publishing. (Phase I)

The following outcome system will be developed to monitor participant's achievements, client satisfaction, clinical progress, and employment. Although providers are required to participate in outcome monitoring, this system is intended to reflect overall outcomes

in the system as a whole and for particular client groups (by diagnosis, for example); it is not designed to compare providers.

- CIMH shall provide technical assistance in the development and implementation of an updated outcome measurement system to evaluate the effectiveness of supported services to CalWORKs participants.

- Client Satisfaction Measures: Brief measures of client satisfaction are to be submitted for each participant on a quarterly basis. CIMH shall prepare and submit to DMH Client Satisfaction Measures reports four times each year.

- CIMH shall prepare and submit to DMH quarterly Client Functional Status reports and Staff Functional Status Rating reports.

- CIMH shall prepare Client Status reports at termination of the Mental Health Component.

- CIMH shall design and complete an evaluation of the IPS supported employment model for CalWORKs programs. (Phase II)
- CIMH shall provide training and special studies on an as needed basis when requested by DMH.

Deliverables. Schedule, and Maximum Amount of Reimbursement

FY 2013-14

Maximum Reimbursement Amount	Description	Deliverable	Targeted Deliverable Date but not later than end of fiscal year
$50,425	Research Phase I	Final Report	Dec 15, 2014
$34,500	Research Phase II	a) Design b) Fidelity reviews from outside experts	a) Sept 15, 2013 b)As requested by DMH
$2,500	Satisfaction study	Report	June 30 2014
$21,000	Training	Provided trainings	As requested by DMH
$19,075	Special studies	2 Reports	Dec 15, 2013 June 30,2014
$22,500	Overhead	Prompt billing	

EXHIBIT A
STATEMENT OF WORK

Total $150,000

FY 2014-15

Maximum Reimbursement Amount	Description	Deliverable	Targeted Deliverable Date but not later than end of fiscal year
	Phase II	Final Report	March 15,2015
$34,500	continued		
	Satisfaction	Report	June 30 2015
$2,500	study		
	Client outcome	Report	Depends on IS implementation
$6,000	system design		
	Client outcome quarterly	Reports	Sept 30, 2015 Dec 30 2015
$4,000	analyses (2)		
		Provided	As requested
$25,000	Training	trainings	by DMH
		Reports	As requested
$55,500	Special studies		by DMH
$22,500	Overhead		

Total $150,000

FY 2015-16

Maximum Reimbursement Amount	Description	Deliverable	Deliverable Date
	Client outcome quarterly	Reports	Quarterly
$8,000	analyses (4)		
		Completed	As requested
$29,000	Training	trainings	by DMH
		Reports	As requested
$90,500	Special studies		by DMH
$22,500	Overhead		

Total $150,000

The total annual reimbursements for these services shall not exceed **$150,000.**

Funding source: Ongoing DPSS CalWORKs Program Allocation in the amount of $150,000.

Program questions and coordination of reimbursement for services, should be submitted to:
County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 3rd Floor
Los Angeles, CA 90020
Telephone: (213) 738-2819
ATTN: Dolorese Daniel, District Chief

II. Functional Family Therapy Training and Consultation

Functional Family Therapy (FFT) is a family-based prevention and intervention program for dysfunctional youth ages 11 to 18. The FFT model allows for successful intervention in complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive.

FFT team clinicians are required to obtain on-going FFT training to remain certified before they can render FFT services to their clients who are Probation youth at risk of out of home placement.

CIMH shall train two (2) DMH contractors FFT teams: Star View Adolescent Center, Inc.(Star View) and SHIELDS for Family Project, Inc. (SHIELDS). Star View has one (1) FFT team and SHIELDS has two (2) FFT teams. CIMH shall be reimbursed $8,000 per FFT team.

CIMH training services shall include planning meetings, clinical trainings, teleconference coaching and evaluation support as follows:

- Conduct monthly one (1) hour conference calls between each team's site supervisor and a FFT Statewide Consultant focusing on strategies for supporting their team's model adherent use of the FFT model.

- Maintain access to the national FFT web site: https://fftcss.com/home.asp. for data entry which is required by the FFT model.

- Hold California Annual FFT Symposium, a two-day Clinical Training provided by CIMH and the National FFT Training Center, including theoretical underpinnings of FFT: assessment targets, techniques and goals identified in the implementation phases of FFT; and understand how to provide advanced treatment skills focusing on more difficult treatment issues and circumstances to gain model-adherence and sustainability of FFT.

- Star View Adolescent Center, Inc. and SHIELDS for Family Project, Inc. are responsible for travel costs for their staff.

CIMH shall submit an annual invoice at the end of the fiscal year for training of FFT teams. CIMH shall be reimbursed $8,000 per FFT team. The total annual reimbursements for these services shall not exceed **$24,000.**

CIMH shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes.

Funding Source: Ongoing Probation Department Intra-fund transfer in the amount of $24,000.

Program questions and coordination of reimbursement for services, should be submitted to:
County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 6th Floor
Los Angeles, CA 90020
Telephone: (213) 738-2895
ATTN: Sandra D. Thomas, Deputy Director

III. Mental Health Services Act (MHSA) Consultation

CIMH shall provide technical assistance, facilitation, and consultation to the Planning Division, MHSA Implementation Teams, Executive Management Team, and the Stakeholders' groups in the following areas:

- CIMH shall provide training resources, specifically to the Planning Division and MHSA Implementation Teams in the following areas:
    - Community engagement strategies
    - MHSA Trainings
    - Facilitation of countywide workgroups
    - Training conference
    - Staff specialty skills development

- CIMH shall conduct and facilitate various stakeholder group processes for consensus building on the implementation and planning of the Mental Health Services Act.

- CIMH shall prepare, produce, review, and revise necessary documents to complete the planning process and implementation process for the various MHSA plans.

- CIMH shall support the DMH submittal of any on-going and future MHSA plans (Plan) to the State Department of Mental Health, including any revisions required by the State for Plan approval, facilitation of consensus building among all participants and organizations affected by the Plan, and institutional participants such as the Mental Health Commission and the Board of Supervisors.

III. Mental Health Services Act (MHSA) Consultation

- CIMH shall provide consultation services for the implementation of MHSA Community Services and Supports Plan and all future MHSA related plans.

- CIMH shall support the development and implementation of MHSA plans: capital facilities and technology, workplace education and training, prevention and early intervention, and innovative plans.

- CIMH shall provide training services on-site and coaching of staff and supervisors on MHSA related programs and processes.

- CIMH shall evaluate DMH's MHSA implementation as part of a statewide learning collaborative study of MHSA implementation by eight (8) counties (Humboldt, Kern, Los Angeles, San Mateo, Santa Clara, Santa Cruz, Stanislaus, and Ventura).

DMH shall reimburse CIMH on a per project basis, based upon a mutually agreed upon amount per project. The total annual reimbursements for these services shall not exceed **$200,000.**

Funding Source: Ongoing MHSA funds in the amount of $200,000.

Program questions and coordination of reimbursement for services, should be submitted to:
County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 12th Floor
Los Angeles, CA 90020
Telephone: (213) 738-4105
ATTN: Angel Baker, Administrative Manager

EXHIBIT A
STATEMENT OF WORK

IV. Functional Family therapy Community Development Team Implementation and Replacement Staff Training for Department of Mental Health (DMH) Long Beach Child and Adolescent Program (LBCAP)

Functional Family Therapy Community Development Team (FFT CDT) Consultation Training comprises three components: Supervisor Training (Building Self-Sufficiency), Ongoing Partnership (Quality Assurance/Quality Improvement) and Replacement Staff Training which occurs as necessary due to staff attrition.

Supervisor Training (Building Self-Sufficiency)

1. CIMH shall provide two (2) two-day site supervisor trainings by the National FFT Training Center at their out-of-state facility. The trainings will prepare supervisors to provide advanced FFT supervision skills in supporting their
team including: management of caseload, ongoing access to the Clinical Services System (CSS) to measure the team and practitioner adherence, adherence to model, and strategies for addressing common challenges in applying model.

2. CIMH shall coordinate and facilitate bi-monthly (alternating weeks) one-hour teleconference consultation calls with the site supervisor and FFT National Consultant to staff team cases with the site-supervisor in order to increase the team's understanding and practice of the clinical model. This includes the review of: generating reports from the CSS, using FFT supervision techniques, and strategies for addressing common challenges in applying the FFT model.

3. CIMH shall conduct Monthly Administrator and Site Supervisor calls to enhance self-sufficiency in the team and the team's adherence and competence in the FFT model.

4. CIMH shall provide access and ongoing communication via their FFT web bulletin board for CSS data entry which is required by the FFT model, the quarterly FFT TYPE Report, and periodic FFT Webcasts in order to facilitate model adherence and skills competency. The national FFT website address is https://fftcss.com/home.asp.

5. CIMH shall provide Bi-Annual Program Performance Outcome Evaluation Reports on their review of service delivery trends and outcomes that are generated based on CSS data entered by LBCAP practitioners.

Quality Assurance/Quality Improvement (Ongoing Partnership)

1. CIMH shall coordinate monthly one-hour teleconference consultation calls between LBCAP's site supervisor and a California Statewide FFT Consultant focusing on strategies for supporting the team's model-adherent use of the FFT model.

2. CIMH shall provide Monthly Administrator and Site Supervisor calls, involving practitioners from LBCAP's FFT CDT and other FFT teams, focusing on organizational and training supports for maintaining model adherence and optimal program performance.

3. CIMH shall provide Bi-Annual Program Performance Outcome Evaluation Reports on their review of service delivery trends and outcomes that are generated based on CSS data entered by LBCAP practitioners.

4. CIMH shall provide access and ongoing communication via their FFT web bulletin board for CSS data entry which is required by the FFT model, the quarterly FFT TYPE Report, and periodic FFT Webcasts in order to facilitate model adherence and skills competency. The national FFT website address is https://fftcss.com/home.asp.

5. CIMH shall provide one (1) two-day clinical training for Site Supervisors at the California Annual FFT Symposium which is conducted by CIMH and the National FFT Training Center, including such topics as: understanding the theoretical underpinnings of FFT; understanding assessment targets, techniques and goals of each of the three phases of FFT; and understanding how to provide advanced treatment skills focusing on more difficult treatment issues and circumstances to gain model adherence and sustainability of FFT.

Functional Family Therapy Replacement Staff Training

1. CIMH shall provide FFT CDT training and consultation services for the replacement of two FFT-trained staff members, which consists of all of the elements of the original FFT CDT training:

i. One (1) three-day initial training that includes: the theoretical underpinnings, assessment targets, techniques and goals of each of the three stages of FFT; preparation to provide FFT with detailed instruction in the Engagement and Motivation phases.

ii. Three (3) two-day follow-up trainings that review each clinical phase with emphasis on Behavior Change and Generalization phases with observation of training tapes to build clinical knowledge and practice.

DMH is responsible for travel costs for LBCAP staff.

EXHIBIT A
STATEMENT OF WORK

Deliverables Schedule

This schedule applies to disbursements of $59,000 MHSA funds only. It specifies payment schedule for the services described in the Statement of Work.

Upon satisfactory completion of each deliverable, DMH shall pay to CIMH the following MHSA funds based upon invoicing from CIMH to DMH as described below:

DELIVERABLES – PAYMENT SCHEDULE FY 2013-2014, 2014-2015, 2015-2016	Payment Amounts
Implementation Phases	
Year One – Quality Assurance/Quality Improvement Phase: A. One, two-day clinical training symposium B. Ongoing site supervisor and administrator conference calls C. Bi-annual Program Performance Outcome Reports D. Reviews of CSS database and access to FFT web site	$8,000
Replacement Staff Training: A. One three-day and three, two-day trainings	$6,000
Year Two – Supervision Training: A. Two, two-day and one, one-day site supervisor training events B. Ongoing site supervisor and administrator conference calls	$17,000
Quality Assurance/Quality Improvement Phase – Continued from Year One: A. One, two-day clinical training symposium B. Ongoing site supervisor and administrator conference calls C. Bi-annual Program Performance Outcome Reports D. Reviews of CSS database and access to FFT web site	$8,000
Replacement Staff Training: A. One three-day and three, two-day trainings.	$6,000

Year Three – Quality Assurance/Quality Improvement Phase – Continued from Year Two: **A. One, two-day clinical training symposium** **B. Ongoing site supervisor and administrator conference calls** **C. Bi-annual Program Performance Outcome Reports** **D. Reviews of CSS database and access to FFT web site** **Replacement Staff Training:** **A. One three-day and three, two-day trainings.**	**$8,000** **$6,000**
Total Payments	**$59,000**

Each payment shall be made only upon approval of the designated DMH program representative who has reviewed and determined CiMH has satisfactorily performed all the services as stated for each respective Deliverable.

Funding Source: Mental Health Services Act funds in the amount of $14,000 for FY 2013-14, $31,000 for FY 2014-15, and $14,000 for FY 2015-16

Program questions and coordination of reimbursement for services, should be submitted to:
County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 3rd Floor
Los Angeles, CA 90020
Telephone: (213) 738-2756
Cathy Warner, Deputy Director

Attention:
Service Area 8 Administration
100 Oceangate Avenue, Suite 550
Long Beach, CA 90802
Telephone: (562) 435-2337
Youngsook Kim-Sasaki, District Chief

CALIFORNIA INSTITUTE FOR MENTAL HEALTH (CIMH)
Exhibit B
Funding Sources

Funding Sources:	FY 2013-14	FY 2014-15	FY 2015-16
DPSS - CalWORKS	$ 150,000	$ 150,000	$ 150,000
Probation - FFT Star View and SFP	24,000	24,000	24,000
MHSA - Consultantion	200,000	200,000	200,000
MHSA for FFT CDT Long Beach Child and Adolescent	14,000	31,000	$ 14,000
	-	-	$ -
Total Compensation Amount	**$ 388,000**	**$ 405,000**	**$ 388,000**

EXHIBIT C

CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSULTANT NAME: California Institute for Mental Health Contract No. MH050144

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 Consultant (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

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name California Institute for Mental Health Contract No MH050144

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.

EXHIBIT E

CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name California Institute for Mental Health Contract No. MH050144

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor 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 Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor 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 Contractor 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 Contractor 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 Contractor.

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, Contractor 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 Contractor 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 Contractor 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 Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

- Any event that would require Contractor or any of its officers, employees, agents and/or Sub-Contractors exclusion or suspension under federally funded health care programs, or

- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or Sub-Contractors, barring it or its officers, employees, agents and/or Sub-Contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____

Please print name

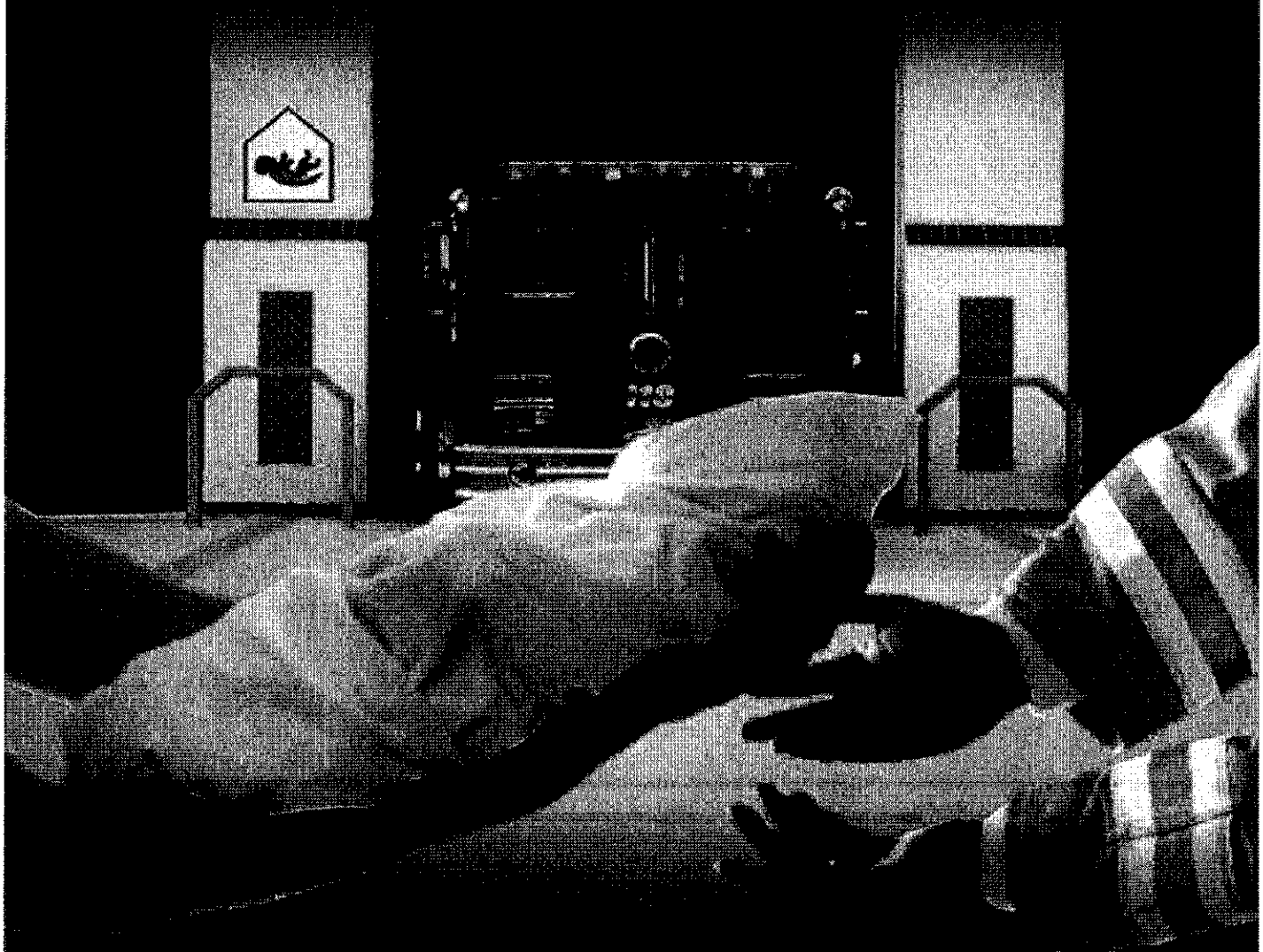
Signature of authorized official _____ Date _____

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?

California's Safely Surrendered Baby Law allows a parent or other person, with lawful custody, who does not want to keep a baby, to safely surrender the baby within three days (72 hours) of birth. Any baby that is brought to a hospital or fire station in Los Angeles County will be accepted as long as the baby shows no signs of abuse or neglect.

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.

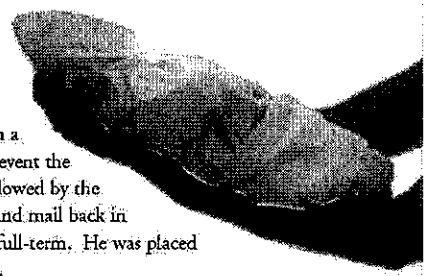
What happens to the parent or surrendering adult?

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?

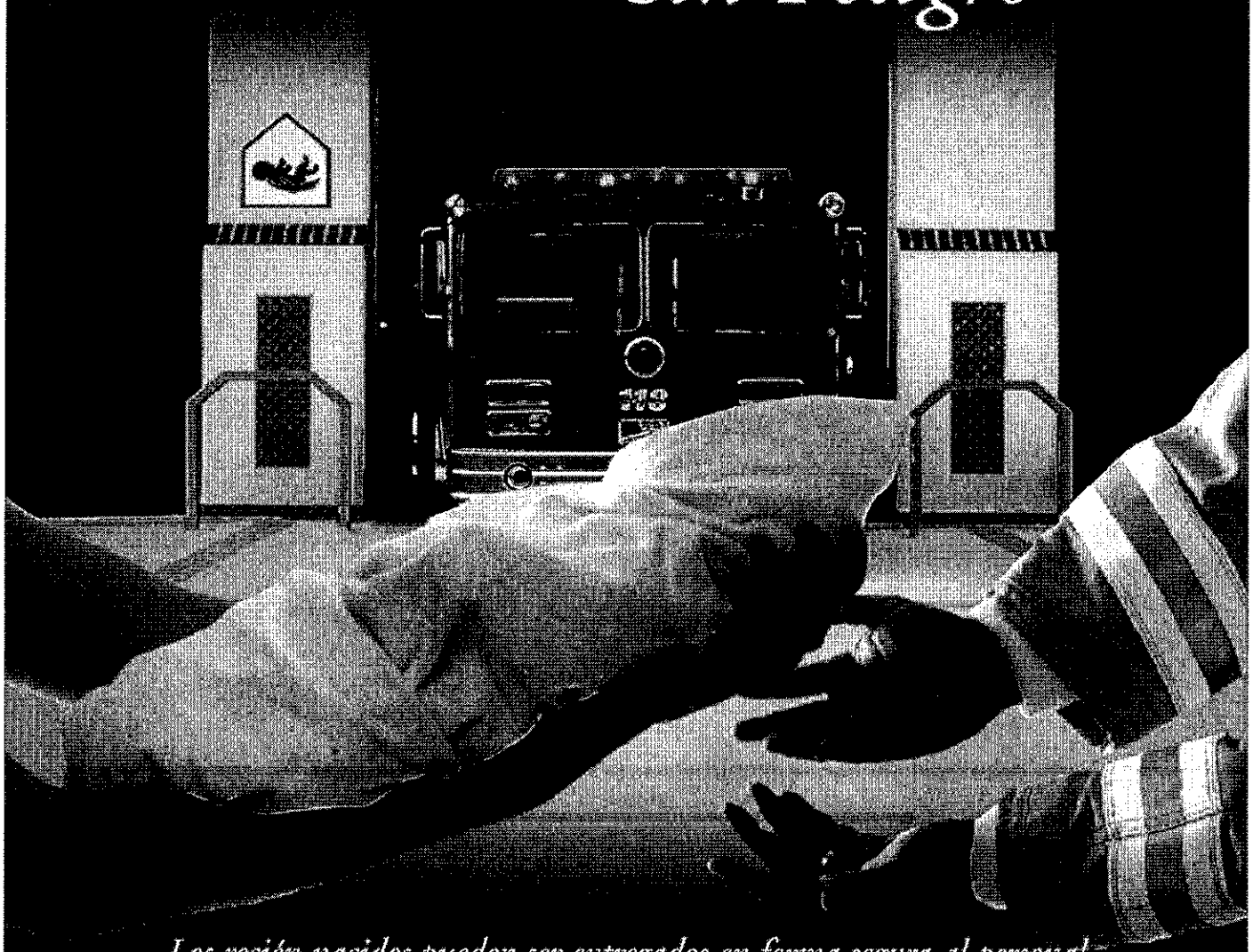
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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?

La Ley de Entrega de Bebés sin Peligro de California permite a padres o encargados entregar a un recién nacido de manera segura y confidencial. 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.

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 Angeles.

¿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

California Institute for Mental Health
Company Name

2125 19th Street, 2nd Floor, Sacramento , CA 95818
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 Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the 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)

ATTACHMENT II

SOLE SOURCE CHECKLIST

California Institute for Mental Health (CIMH)

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS *Identify applicable justification and provide documentation for each checked item.*
✓	• **Only one bona fide source for the service exists; performance and price competition are not available.** • CIMH's unique qualifications are recognized in legislation which has enabled them to become the State Department of Mental Health's primary training entity in statewide projects such as implementation of Managed Care and the Mental Health Services Act. CIMH is also the only authorized training organization within California for DMH's multi-ethnic and multi-cultural child and adolescent Functional Family Therapy Program which provides services to dysfunctional youth. • Based on CIMH's statewide role as a leading organization in supporting the public mental health system through consultation, technical assistance, research, policy development, and evidence-based practices, DMH's capacity to be a front runner in implementing various mental health initiatives will be greatly enhanced.
	➢ **Quick action is required (emergency situation).**
	➢ **Proposals have been solicited but no satisfactory proposals were received.**
	➢ **Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.**
	➢ **Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.**
	➢ **It is more cost-effective to obtain services by exercising an option under an existing contract.**
	➢ **It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.**
	Other reason. Please explain:

Manager, CEO

5/29/13
Date

ATTACHMENT III

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

May 2, 2013

TO: Each Supervisor

FROM: Robin Kay, Ph.D.
Chief Deputy Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO ENTER INTO A SOLE SOURCE CONTRACT RENEWAL WITH CALIFORNIA INSTITUTE FOR MENTAL HEALTH**

This memo is to comply with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts. It is the Department of Mental Health's (DMH) intent to enter into a sole source contract renewal with the California Institute for Mental Health (CiMH), located at 2125 19th Street, 2nd Floor, Sacramento, CA 95818.

CiMH is a private non-profit agency that was established in 1993 by the California Mental Health Directors Association. It is the only California agency with a statewide role in supporting the public mental health system through technical assistance, research, policy development, and evidence-based practices. In addition, CiMH is the one mental health agency that has an established Center for Multicultural Development designed to improve access and services within the community mental health system for ethnically and culturally diverse communities, and a Co-Occurring Disorders Technical Assistance Center that was established to provide education and training services to agencies serving individuals with co-occurring mental health and substance abuse disorders.

CiMH is also the only organization in California that is certified by the developer of Functional Family Therapy to provide training and Community Development Team monitoring, evaluation, and data collection.

CiMH's unique qualifications are recognized in legislation, which has enabled it to become the California State Department of Mental Health's primary training entity in statewide projects such as implementation of Managed Care and the highly complex Mental Health Services Act (MHSA). The formation of a sole source contract renewal with CiMH will allow DMH to continue providing comprehensive services and supports to the mental health communities of Los Angeles County as outlined in the State of California MHSA Plan, of which the Department has received significant funding.

The current agreement with CiMH will expire on June 30, 2013. This sole source contract renewal will be for a term of three fiscal years, 2013-14, 2014-15, and 2015-16. Upon Board approval, the Total Compensation Amount will be funded with MHSA funds in the amount of $1,181,000 for three fiscal years.

Unless otherwise instructed by a Board office within two weeks, DMH will proceed with negotiating a sole source contract renewal. DMH will work closely with both County Counsel and the Chief Executive Office in preparing the renewal with CiMH.

MJS:RK:DM:ab

c: Mental Health Deputies
Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Robin Kay, Ph.D.
Dennis Murata, M.S.W.
Richard Kushi