COUNTY OF LOS ANGELES

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BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

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

April 08, 2014

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 AWARD MENTAL HEALTH SERVICES ACT – PREVENTION AND EARLY INTERVENTION FUNDING TO SIX LEGAL ENTITY SERVICE PROVIDERS FOR FISCAL YEARS 2013-14 AND 2014-15
AND
APPROVAL TO ENTER INTO A SOLE SOURCE CONSULTANT SERVICES AGREEMENT WITH PREVENTION SCIENCE CONSULTING, LLC
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval to: 1) award funding to six Legal Entity Contract Service providers to provide Prevention and Early Intervention services to Transition Age Youth; and 2) enter into a Sole Source Consultant Services Agreement with Prevention Science Consulting, LLC for training, consultation, and technical assistance to promote the implementation of a Community-Defined Evidence practice.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign and execute amendments, substantially similar to Attachment I, to six existing Department of Mental Health's (DMH) Legal Entity (LE) Agreements (Agreements), listed in Attachment II, for the provision of services developed by the Center for the Assessment and Prevention of Prodromal States (CAPPS) Prevention and Early Intervention (PEI) Demonstration Pilot to Transition Age Youth (TAY) and their families. The cost award of the CAPPS Demonstration Pilot is $2,631,113 for Fiscal Year (FY) 2013-14 and $5,262,224 for FY 2014-15 fully funded by Federal Financial Participation (FFP) and State Mental Health Services Act (MHSA) Revenue. The amendments will be effective upon your Board's approval in the amount of $2,631,113 and $2,768,020 for FYs 2013-14 and 2014-15,

respectively. The specific allocation for each LE Contractor is shown on Attachment II.

2. Delegate authority to the Director, or his designee, to prepare, sign and execute future amendments to these LE Agreements, including amendments that increase the Maximum Contract Amount (MCA), provided that: 1) the County's total payments to each contract provider in any fiscal year do not exceed an increase of 20 percent from the MCA which the Board is being asked to approve in Recommendation 1; 2) any such increase will be used to provide additional services or to reflect program and/or Board policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, or his designee, is obtained prior to such amendment; 5) County and Contractors may, by written amendment, mutually agree to reduce programs, services or extend the term of the Agreements; and 6) the Director notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

3. Approve and authorize the Director, or his designee, to prepare, sign and execute a Sole Source Consultant Services Agreement (Developer Agreement) with Prevention Science Consulting, LLC (PSC), substantially similar to Attachment III for $233,365. PSC is the developer of the CAPPS Program which is a Community-Defined Evidence (CDE) practice selected by DMH to be implemented throughout Los Angeles County. The Developer Agreement will be effective upon Board approval through June 30, 2015, with two one-year options for extension. PSC's Total Compensation Amount (TCA) of $233,365 is fully funded by MHSA revenue, which is included in the DMH's FY 2013-14 Final Adopted Budget.

4. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the Developer Agreement with PSC and establish as a new TCA provided that: 1) the County's total payments to this Contractor under the Developer Agreement will not exceed an increase of 10 percent from the last Board-approved TCA; 2) any such increase be used to provide additional services or to reflect program and/or Board policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, or his designee, is obtained prior to any such amendments; and 5) the Director notifies your Board and CEO of amendments in writing within 30 days of execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to amend its LE Agreements (as detailed on Attachment II), to implement the CAPPS PEI Demonstration Pilot, and to enter into a Sole Source Developer Agreement with PSC to provide training, consultation, and technical assistance to promote the implementation of the CAPPS Program. Through a competitive solicitation process, DMH selected the highest scoring proposal in each of the eight Service Areas (SAs). Agencies were allowed to apply for one or more SAs resulting in six awardees. The six successful proposers are existing DMH's LE service providers; therefore, this new service will be added to their current LE Agreement through the amendment process.

The CAPPS Program developed by PSC is designed to minimize existing service gaps in community-based mental health programs that serve TAY. The target population of interest will be youth and young adults, ages 16–25, who come from underserved, unserved, and/or inappropriately served communities. Additionally, these TAY will have other risk factors such as: 1) trauma exposed; 2) youth in stressed families and/or homeless; 3) youth at risk for school failure; 4) youth at risk of or experiencing juvenile justice involvement; and 5) underserved cultural populations. The focus of the CAPPS PEI Demonstration Pilot will be to provide early prevention strategies aimed at the early identification of individuals at risk for psychosis and to provide preventive interventions

targeting both conversion to psychosis and functional disability in TAY clients who are experiencing the early symptoms of their first break psychosis. These youth will be experiencing their first psychotic break and showing early signs of the onset of serious mental illnesses that frequently occurs at this age. Implementation of the CAPPS Program is a very important component of DMH's PEI Plan by focusing on the delivery of PEI services with TAY. It is important to note that most of the perpetrators of our school shootings have been TAY making this an even more urgent matter.

Board approval is needed to execute these amendments that will add new services for the implementation of the CAPPS Demonstration Pilot to the six successful contractors. DMH is also requesting authority to enter into a Sole Source Developer Contract with PSC to provide training, consultation, and technical assistance to promote the implementation of the CAPPS Program which is a CDE practice.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total cost of LE amendments for FY 2013-14 is $2,631,113 fully funded with $870,910 of FFP Medi-Cal and $1,760,203 of State MHSA Revenue, which is included in the DMH's FY 2013-14 Final Adopted Budget.

The total cost of PSC's TCA for FY 2013-14 through FY 2014-15 is $233,365, which is fully funded with State MHSA Revenue. Funding for this Agreement is included in DMH's FY 2013-14 Final Adopted Budget.

Funding for future years will be requested through DMH's annual budget request process.

There is no net County cost associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 27, 2009, the Mental Health Services Oversight and Accountability Commission approved the County of Los Angeles DMH's MHSA PEI Plan for Los Angeles County. The PEI Plan focuses on evidence-based services, education, support and outreach to help inform and identify those who may be affected by some level of mental health issues. Providing mental health education outreach and early identification (prior to diagnosis) can mitigate costly negative long-term outcomes for mental health consumers and their families.

PSC is located at 37 Penny Lane, Woodbridge, Connecticut 06525, and is the exclusive vender authorized to provide training, consultation services and technical assistance for this CAPPS practice. PSC with expertise in training and as the developer for the CAPPS PEI model will ensure that the program is properly implemented by the selected contractors that were identified through a Request for Services (RFS) solicitation process to provide the CAPPS PEI Demonstration Pilot to youth and their families in the eight SAs of Los Angeles County.

With the use of the CAPPS treatment model, DMH is planning to provide training, consultation, and technical assistance for this practice in order to implement the CAPPS Demonstration Pilot as quickly as possible so that there is seamless delivery of services to its consumers, clients, and family members. The CAPPS Program is designed to provide early prevention strategies aimed at the

early identification of individuals at risk for psychosis and to provide preventive interventions targeting both conversion to psychosis and functional disability in TAY clients who are experiencing the early symptoms (prodromal symptoms) of their first break psychosis. The first year preceding full psychosis provides a critical time when preventive interventions can be made for greatest impact and best outcomes. Implementing the CAPPS CDE practice will help to expand the mental health system's capacity to provide services to unserved, underserved, and underrepresented ethnic populations by increasing community-based organization services and by strengthening partnerships with providers.

The Developer Agreement with PSC will allow the DMH to obtain valuable training, consultation, and technical assistance services for DMH's important State and County mental health services programs. These new services include the provision of critical training, consultation, and technical assistance to implement the CAPPS Program.

This training consists of an initial three days of training onsite in Los Angeles for all of our providers' staff at a local venue. This initial session will be followed by six months of weekly consultation training for videotape review related to clinical practice and assessment screening to complete the certification process. Technical assistance will be provided for 12 months as needed to Programs and PEI Program Support and Administration for Outcome Data Evaluations. The training also includes a Train-the-Trainer component so that the practice will be self-sustaining after completion of the initial certification training without the need for ongoing PSC training thereafter.

The Amendment and Developer Agreement formats have been approved as to form by County Counsel (Attachment I and Attachment III). CEO has approved the Sole Source Contract Checklist (Attachment IV) and recommendations. Clinical and administrative staff of DMH will administer and supervise the agreements in the following ways: 1) monitor the CAPPS Program so that the requested services are provided; 2) evaluate the program for fidelity of the CDE model; and 3) ensure the LE Agreement, the Developer Agreement, and Departmental policies are being followed.

In accordance with your Board Policy Manual, Section 5.120, Authority to Approve Increases to Board Approved Contract Amounts requirements, DMH notified your Board on January 10, 2014 (Attachment V), identifying and justifying the need for requested percentage increase exceeding 10 percent that has been reviewed by the CEO.

CONTRACTING PROCESS

On October 23, 2012, DMH issued the CAPPS RFS PEI No. 2 to identify qualified agencies on its MHSA Master Agreement List to implement the CAPPS Demonstration Pilot. On November 13, 2012, DMH held a mandatory Proposers' Conference that was attended by 35 agencies.

DMH received 28 CAPPS proposals by the deadline of December 20, 2012. Agencies were allowed to submit for one or more SAs and were required to submit a separate proposal for each SA. Three Evaluation Committee panels were formed for the evaluation process. The compositions of the panels were as follows: four evaluators for Panel 1, five evaluators for Panel 2, and four evaluators for Panel 3. After the evaluators completed their independent evaluations, they met as an Evaluation Committee headed by a Facilitator for each panel that convened between Wednesday, March 6, 2013, and Thursday, March 21, 2013. The Evaluation Committee panels used the CAPPS RFS No. 2 Standardized Evaluation Tool and an informed averaging process to arrive at the final scores.

The DMH Executive Management Team reviewed the Committees' final scores and recommended

funding to the highest scoring proposal in each of the eight SAs in Los Angeles County resulting in six LE service provider awardees.

After notification of the RFS results, the unsuccessful proposers were given the opportunity to request a formal debriefing. Subsequently, nine agencies requested a formal debriefing. Following the debriefings, the agencies were further presented an opportunity to request a Notice of Intent to Request a Proposed Contractor Selection Review. None of the agencies requested a Proposed Contractor Selection Review.

In accordance with your Board's contracting policy requirements for Sole Source contracts, DMH notified your Board on January 10, 2014, of its intent to enter into a Sole Source Developer Agreement with PSC (Attachment VI). PSC is the developer of the CAPPS Program and there is no other public or private entity who can provide the County with training in the implementation of the CAPPS Program. Therefore, it is not possible to make use of competition in either price or performance.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board's authorization to fund the six LE Contract Service providers will increase their capacity to provide effective mental health services to high risk youth experiencing the early signs and symptoms of their first break psychosis and thereby reduce the severity of the resulting functional impairment and disability. The essential training, consultation, and technical assistance that will be provided by PSC is expected to significantly enhance and strengthen the DMH's mental health services to the TAY clients being served by providing early intervention services.

Respectfully submitted,

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

MJS:DM:TB:SF:jn

Enclosures

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

CONTRACT NO. _____

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this ___ day of _____, 2014, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. _____, as subsequently amended (hereafter collectively "Agreement"); and (revise appropriately)

WHEREAS, for Fiscal Years (FY) 2013-14 and 2014-15 (revise appropriately), County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County intends to award to Contractor funding for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services developed by the Center of the Assessment and Prevention of Prodromal States (CAPPS) PEI to Transitional Age Youth, 16-25 years who are experiencing or in danger of experiencing their first psychotic episode and early onset of serious mental illnesses with psychotic features based on Contractor's success in a Request for Services solicitation process; and

WHEREAS, for FY 2013-14, County and Contractor intend to amend Agreement to increase MHSA PEI (Non Medi-Cal/Non Healthy Families) Funded Program funds in the amount of $_____; and increase MHSA PEI (Medi-Cal/Healthy Families) Funded Program funds in the amount of $_____. The Maximum Contract Amount (MCA) for FY 2013-14 is increased by $_____; and

WHEREAS, for FY 2014-15, County and Contractor intend to amend Agreement to increase MHSA PEI (Non Medi-Cal/Non Healthy Families) Funded Program funds in the amount of $_____; and increase MHSA PEI (Medi-Cal/Healthy Families) Funded Program funds in the amount of $_____. The MCA for FY 2014-15 is increased by $_____ with a revised MCA of $_____; and (if applicable)

WHEREAS, for FYs 2013-14 and 2014-15, the new MCAs are $_____, and $_____, respectively. (revise appropriately)

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

1. For FY 2013-14, MHSA PEI (Non Medi-Cal/Non Healthy Families) Funded Program funds are increased by $_____; and MHSA PEI (Medi-Cal/Healthy Families) Funded Program funds are increased by $_____; for a total increase of $_____. For FY 2013-14, the MCA is increased by $_____; the revised MCA is $_____.

2. For FY 2014-15, MHSA PEI (Non Medi-Cal/Non Healthy Families) Funded Program funds are increased by $_____; and MHSA PEI (Medi-Cal/Healthy Families) Funded Program funds are increased by $_____, for a total increase of $_____. For FY 2014-15, the MCA is increased by $_____; the revised MCA is $_____. (if applicable)

3. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraphs C (Reimbursement for Initial Period) and D (1) (Reimbursement If Agreement is Automatically Renewed) shall be deleted in their entirety and the following substituted therefor: (revise appropriately)

/

"C. REIMBURSEMENT FOR INITIAL PERIOD

(1) The MCA for the Initial Period of this Agreement as described in Paragraph 1 (TERM) of the Legal Entity Agreement shall not exceed _____ DOLLARS ($_____) and shall consist of Funded Programs as shown on the Financial Summary.

D. REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED

(1) Reimbursement For First Automatic Renewal Period: The MCA for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed _____ DOLLARS ($_____) and shall consist of Funded Programs as shown on the Financial Summary." (if applicable)

4. Attachment III, Financial Summary for FY 2013-14, shall be deleted in its entirety and replaced with Attachment III, Financial Summary – ____ for FY 2013-14 attached hereto and incorporated herein by reference. All references in Agreement to Attachment III, Financial Summary for FY 2013-14, shall be deemed amended to state "Attachment III, Financial Summary – _____ for FY 2013-14."

5. Attachment III, Financial Summary for FY 2014-15, shall be deleted in its entirety and replaced with Attachment III, Financial Summary - __ for FY 2014-15 attached hereto and incorporated herein by reference. All references in Agreement to Attachment III, Financial Summary for FY 2014-15, shall be

deemed amended to state "Attachment III, Financial Summary - ___ for FY 2014-15." (if applicable)

6. Attachment IV, Service Delivery Site Exhibit, shall be deleted in its entirety and replaced with revised Attachment IV, Service Delivery Exhibit - ___ attached hereto and incorporated herein by reference. All references in Agreement to Attachment IV, Service Delivery Site Exhibit, shall be deemed amended to state "Attachment IV, Service Delivery Site Exhibit - ___."

7. Attachment V, Service Exhibits (Listing), shall be deleted in its entirety and replaced with revised Attachment V, Service Exhibits (Listing) - __, attached hereto and incorporated herein by reference. All references in Agreement to Attachment V, Service Exhibits (Listing), shall be deemed amended to state "Attachment V, Service Exhibits - ___."

8. Service Exhibit No. XXXX – <u>THE CENTER FOR THE ASSESSMENT AND PREVENTION OF PRODROMAL STATES PREVENTION AND EARLY INTERVENTION PROGRAM FOR TRANSITION AGE YOUTH AGES 16-25</u>, shall be added to Agreement attached hereto and incorporated herein by reference.

9. Contractor shall provide services in accordance with Contractor's FY _____ Negotiation Package, and any amendments thereto, for this Agreement and any addenda thereto approved in writing by the County's Director of Mental Health or his designee.

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

/

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name_____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

JN:CAPPS Amend format for FY 2013-14 & 2014-15

SERVICE EXHIBIT _____

THE CENTER FOR ASSESSMENT AND PREVENTION OF PRODROMAL STATES
PREVENTION AND EARLY INTERVENTION PROGRAM
FOR TRANSITION AGE YOUTH AGES 16-25

Provided under the
Mental Health Services Act
Prevention and Early Intervention Plan

MODES OF SERVICE (15 and 45)

1. GENERAL

The Prevention and Early Intervention (PEI) Plan, the second largest component of the Mental Health Services Act (MHSA), focuses on providing evidence-based services, education, support, and outreach to help inform and identify those who may be affected by the early-onset of some level of mental health issue. Prevention and early intervention services may prevent mental health issues from becoming worse and can mitigate costly negative long-term outcomes for mental health consumers and their families.

2. OVERVIEW

The Center for the Assessment and Prevention of Prodromal States (CAPPS) PEI serves as a prevention and early intervention program that will provide community-based mental health services to youth who are experiencing or are in danger of experiencing their first psychotic break. Treatment will focus on Transition Age Youth (TAY), 16-25 years old, and their families in the eight (8) Service Areas (SA) of Los Angeles County at high risk for experiencing their first-break psychosis. In order to reduce transitions to psychosis and/or improve functional outcome for those who do transition, this project will also engage families and other significant persons involved in the life of the youth and young adults.

The CAPPS Program, which is a Community-Defined Evidence (CDE) practice, has made significant progress in the prediction of schizophrenia and related disorders, as well as in the identification of biological and psychosocial factors associated with their onset. The CAPPS Program has translated this knowledge into their clinical work with clients experiencing their first-break psychosis and early onset of serious mental illnesses with psychotic features. The CAPPS program is designed to provide early prevention strategies aimed at the early identification of individuals at risk for psychosis and to provide preventive interventions targeting both conversion to psychosis and functional disability in TAY clients who are experiencing prodromal symptoms of their first-break psychosis. Their research predicts that 35% of individuals who are in the period preceding the onset of the first-break psychotic episode (i.e. prodrome) and are exhibiting symptoms of early onset psychosis with increasing symptoms and functional deterioration will convert to psychosis within 2 ½ years. Therefore, the first year preceding full psychosis provides a critical time when preventive interventions can be made for greatest impact.

The services to be provided hereunder are described in Contractor's/Provider's (Contractor's) Proposal/Negotiation Package for the Legal Entity Agreement (Agreement), including any addenda thereto, as approved in writing by the Director of Mental Health or his designee.

3. PERSONS TO BE SERVED

3.1 The CAPPS PEI Demonstration Pilot will provide services to Transition Age Youth and their families from unserved, underserved, and/or inappropriately served ethnic and cultural communities in Los Angeles County's eight (8) SAs. The program will focus on youth and young adults, ages 16-25, who are in danger of experiencing their first-break psychosis and their families. Since July 1, 2009, we have seen over 27,343 TAY clients that have had an Axis I psychotic related diagnoses including those with and without a co-occurring substance abuse disorder. The transition to adulthood is a time when most first-break psychosis occurs. It is important to note that most of the perpetrators of our school violence and school shootings have been Transition Age Youth making this an even more urgent population to be served.

3.2 The program will specifically target:

- Youth experiencing onset of serious psychiatric illness;
- Underserved and unserved ethnic populations and cultural populations with specific linguistic needs;
- Youth and young adults in stressed families and/or homeless;
- Trauma exposed youth;
- Youth at risk for school failures; and
- Youth at risk of or experiencing Juvenile or Criminal Justice Involvement.

4. SERVICE DELIVERY SITE

Contractor's facility(ies) where services are to be provided hereunder is(are) located at Site(s) as identified on the Service Delivery Site Exhibit and the Contractor's Negotiation Package/Addenda. The Contractor shall request approval from the DMH PEI Program Manager in writing within a minimum of 60 days before terminating services at any of the location(s) listed on its Agreement and/or before commencing services at any other location(s) not previously approved in writing by the DMH PEI Program Manager. All service delivery site(s) listed on the Contractor's Agreement shall be operational within 30 days of the commencement of the Agreement.

5. PROGRAM ELEMENTS AND SERVICES

Contractor shall provide the following services:

5.1 Clients will be screened to determine eligibility. Most services are concentrated in the first year of treatment with booster sessions as needed for the following year. Clients will receive Comprehensive Intake Evaluations that include clinical assessment, neuropsychological assessment, and psychosocial assessments. Treatment plans will be developed to include education, skill building, therapy and procuring housing if needed. Clients and their families will participate in psychoeducational workshops, individual and family therapy, family support, medication support, and group treatment. Group treatment will consist of

Psychoeducational Multi-Family Groups, Adolescent/Young Adults Groups, and Parent Skills Groups.

5.2 Program Model. The purpose of the CAPPS CDE model is to identify and provide prevention and early intervention mental health services for youth and young adults who have symptoms that may signal the early stages of thought disorders. CAPPS has developed an intervention model that can be very helpful at this stage in reducing the risk of developing a mental illness, delaying the onset or severity of a mental illness, and/or improving outcomes in all domains.

5.3 Outpatient Mental Health Services. The CAPPS Program will be offered via usual outpatient modes of service listed below. Some services such as medication support and crisis intervention, may also be offered during the course of treatment in order to provide for emergent client needs. Clients requiring additional care extending beyond completion of the CAPPS Demonstration Pilot should be referred to appropriate mental health services for more long-term and/or intensive interventions. All Outpatient Mental Health Services should be implemented by staff who reflect the community's cultural, ethnic, and language characteristics.

5.3.1 Individual Therapy. Services are provided for individual clients utilizing the CAPPS PEI programs curricula. As with most PEI interventions, individual therapy is limited to the treatment protocols contained within the programs materials. In most instances, individual therapy is short-term and in most cases, should terminate following the completion of the programs curricula. Clinical tasks include developing diagnoses, treatment planning, and the provision of the programs curricula.

5.3.2 Collateral. Collateral sessions with parents or caregivers are scheduled as needed. Our goal is to work with parents to help provide a resource to them and to join with them in their efforts to help their son/daughter. Clinical tasks include completing the intake assessment, education and developing parenting skills, completing screenings and outcome measures, and treatment referrals.

5.3.3 Family Therapy. Services are provided for families utilizing the PEI programs curricula. As with most PEI interventions, family therapy is a component of the programs curricula. In most instances, family therapy is short-term and should terminate following the completion of these programs curricula. These services include developing diagnoses, treatment planning, and the provision of these programs curricula.

5.3.4 Assessment. Services are provided at intake and other critical junctures during the CAPPS Program curricula in order to ascertain progress. Clinical tasks include intake assessment, screenings, and on-going clinical assessment of treatment outcomes.

5.3.5 Case Management. This service is meant for clients in order to keep them engaged with treatment or connected with other ancillary services. Clinical tasks include referral and linkage to specialty mental health services. Contractor will identify appropriate referrals to those patients that are in need of more long-term and/or intensive treatment. In these situations, Contractor will retain clinical responsibility for such cases until they are successfully transitioned into the appropriate setting.

5.3.6 Crisis Intervention. This service is available for situations where immediate action is necessary to help families manage crises. Clinical

tasks include brief assessment or screenings, crisis intervention protocols with stabilization, and treatment referrals as indicated.

5.3.7 Medication Support. This service is available for situations where a TAY has been identified with a disorder amenable to psychotropic medication. Medication support can work in conjunction with the other services above. Clinical tasks include prescribing, administering, and dispensing medications, and assessment of medication effects.

5.3.8 Team Conferencing/Case Consultation. This service is available to assist in treatment planning, supervision, and fidelity adherence procedures. Clinical tasks include clinical case consultation, team conferencing, and fidelity control procedures.

5.4 Community Outreach Services (COS). Some aspects of the Program curricula identified above, particularly those components related to prevention (when there is no open mental health episode or identified client) may be offered via COS as listed below. Community Outreach is an essential component of CAPPS in order to increase community awareness of the prodrome, and recruit potentially eligible clients. It is vitally important that any agency engaging in COS should do so in a manner that is appropriate and respectful of a community's cultural diversity. This means that staff providing outreach services should reflect the service recipients' and service areas' cultural, ethnic and language characteristics.

5.4.1 Community Client Services (CSS). CSS services may include the provision of Program curricula to individuals or groups in instances where there is no identified client(s) or open mental health episode(s). CCS services are primarily preventative in nature but may also constitute an early intervention in some cases. Should a Contractor find that extended or more intensive services are required, then the client(s) should be transitioned into a more appropriate service. Clinical Tasks include screening clients, provision of the Program treatment groups, and referral to specialty mental health services.

5.4.2 Mental Health Promotion (MHP). MHP activities are directed at addressing and removing the barriers of mental health stigma and discrimination. The goal of MHP is to educate groups of individuals on the benefits of mental health treatment in a manner that is consistent and respectful of diverse cultures. Clinical Tasks include outreach and engagement strategies and activities directed at informing un-served, under-served and inappropriately-served ethnic minority populations, about the services available through the Program.

5.5 Core and Non-Core Services. CAPPS has Core Interventions that are specific to the model. They are identified along with procedure codes as follows: 1) Assessment/Psychiatric Diagnostic Interview (90791); 2) Collateral (90887); 3) Family Psychotherapy (90847); 4) Individual Psychotherapy (H0046, 90832, 90834, 90837); 5) Group Psychotherapy (90853); and 6) Targeted Case Management (T1017). Under the Los Angeles County Department of Mental Health (DMH) PEI Plan, Core Interventions are services that are intrinsic to the model while Non-Core Interventions are those that meet client's emergent needs on a short term basis. At minimum, 51% of Contractor's claims are required to be Core Interventions. This listing is subject to revision by DMH and notification to the Contractor.

6. STAFF TRAINING

6.1 Mandatory Training. Unless approved by DMH, agency staff must be sufficiently trained in the CAPPS Program prior to providing and claiming direct services under the CAPPS model.

6.2 Training Coordinator. Contractor shall identify a Training Coordinator to 1) to identify staff eligible for training who meet the minimum professional qualifications to provide CAPPS Program services; 2) identify staff with sufficient prior training to offer the specific PEI program services; 3) ensure training on the CAPPS model to maintain a high standard of care and treatment fidelity; and 4) submit documentation to DMH CAPPS Practice Lead attesting that identified staff have met the standards required in the CAPPS training protocols. Contractor shall provide the Training Coordinator's contact information to DMH PEI Administration.

6.3 CDE Trained Staff. Contractor shall provide DMH with periodic written reports as requested identifying the staff providing CAPPS services, including information on professional credentials, licensure/waivers, discipline, CAPPS workshop/training attended with dates of attendance, and any certifications that resulted from training activities.

6.4 Authorized Trainers. Only trainers who are currently authorized and acknowledged by the CAPPS developer (or individual or corporate entity holding copyrights and/or intellectual property rights for the CAPPS service) are considered sufficiently qualified to train agency staff under the scope of this protocol. It is the responsibility of the provider agency and training coordinator to insure that only authorized trainers are used.

7. SERVICE GOALS AND OUTCOMES

The CAPPS CDE program has identified general and specific outcome measures that must be utilized in the delivery of services. The utilization of the outcome measures and reporting of the data is mandatory. The outcome measures for the CAPPS program are listed in the table below. The outcomes measures on this chart are subject to change.

General Outcome Measures	Specific Outcome Measures
• Youth Outcome Questionnaire – 2.0 (Parent) • Youth Outcome Questionnaire – Self-Report – 2.0 • Outcome Questionnaire – 45.2	• Structured Interview for Prodromal Syndromes • Scale of Prodromal Symptoms

8. QUALITY MANAGEMENT AND DATA COLLECTION

8.1 Quality Management.

8.1.1 Contractor shall establish and implement a comprehensive written Quality Management Program and Plan including Quality Assurance and Quality

Improvement processes to ensure that the organization monitors, documents and reports on required CAPPS services provided and that identified measurable performance outcomes are attained. Quality Management activities are focused on assuring that the quality of services meets the Contract requirements for the timeliness, accuracy, completeness, consistency and conformity to requirements as set forth in this Service Exhibit. The plan shall be submitted to DMH for review and approval. The plan shall be effective on the Contract start date and shall be updated and re-submitted as changes are needed and/or as changes occur.

8.1.2 Contractor's plan shall specifically describe the methods by which performance outcomes will be measured and attained. The plan shall describe the quality monitoring methods and activities to be implemented to assure the stated measurable performance outcomes and specified Contract requirements are met, including qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents. The plan shall describe the methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff is properly assured, supervised, and maintained during the life of the Contract. Further, the plan shall describe methods for identifying, preventing and correcting barriers/deficiencies/problems related to the quality of services provided before the level of performance becomes unacceptable. The description of the methods shall include quality improvement strategies and interventions. The Contractor's plan shall be in keeping with the Department's Quality Improvement Work Plan, to the extent possible and as appropriate, with a focus on monitoring and improving the services provided and ensuring that performance outcomes are achieved.

8.2 Data Collection. Contractor shall have the ability to collect, manage, and submit data and reports as directed by DMH to demonstrate, profile, track, and document the effectiveness of: services delivered, performance outcomes, and quality improvement interventions including pertinent demographics of persons receiving services. Contractor's plan shall include a description of appropriate specific measures and data analysis methods that are currently in place and/or those to be developed to ensure accuracy of data for services delivered and performance outcomes measured. The plan shall include a description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data analysis, data reporting, and/or other data accuracy problems and actions already taken.

9. PERFORMANCE-BASED CRITERIA:

9.1 DMH shall evaluate Contractor on four (4) Performance-Based Criteria that shall measure the Contractor's performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI Plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.

9.2 Contractor shall collaborate with DMH to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. Should there be a change in federal, State and/or County

policies/regulations, DMH, at its sole discretion, may amend these Performance-based Criteria via a Contract amendment.

9.3 Contractor shall cooperate with DMH in the regularly scheduled monitoring of the program, including review of agency and program records, site visits, telephonic conferences, correspondence, and attendance at contractor meetings where the Contractor's adherence to the performance-based criteria will be evaluated.

9.4 The Performance-based Criteria for the CAPPS program are as follows:

Performance- Based Criteria	Method of Data Collection	Performance Targets
1. Agency has required culturally and linguistically appropriate staffing.	Negotiation package and staff rosters	Agency hires staff as stipulated, increase in the number of Agency's culturally and linguistically appropriate staff.
2. Complete and accurate records are maintained that track referrals, usage, expenditure, as well as specific demographic diagnostic, and outcome data for program participants.	Review of monthly tracking reports for accuracy and completeness	Proposer maintains an accurate and complete database for the CAPPS PEI Demonstration Pilot, including all relevant back-up documentation, (e.g. referral forms) and required reports are submitted to DMH on or before due date every month (e.g. number of individuals contacted through outreach, number of individuals receiving services by age and ethnic group, etc.).
3. Treatment protocols used are consistent with evidence based treatment guidelines.	Verification of staff training and utilization of program treatment manuals	100% of TAY receives treatment consistent with the CAPPS PEI Demonstration Pilot.
4. Agency has completed appropriate outcome measures, as determined by program developer and/or DMH.	Utilization of designated outcome measures	Outcome measures are given at intake and upon discharge consistent with the program requirements.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
REQUEST FOR SERVICES NO. 2 CAPPS

	NAME OF AGENCY	Sup District (Agency Headquarter)	Service Area - CAPPS Program	CAPPS Demonstration Pilot for FY 2013-14					
				MHSA PEI (Non Medi-Cal/Non Healthy Families)	MHSA PEI (Medi-Cal/Healthy Families)	Match Funds Colum D Finanical Summary	Total Award Amount:	Current MCA	**Revised MCA**
				5	6	7	8 = Sum (5 thru 6)	9	10 = Sum (8 & 9)
1	Penny Lane Centers	3	1	67,500	170,734	85,367	238,234	25,625,234	$ 25,863,468
2	San Fernando Valley Community Mental Health Center, Inc.	3	2	122,830	303,300	151,650	426,130	33,283,344	$ 33,709,474
3	Pacific Clinics	5	3	164,959	612,704	306,352	777,663	79,369,040	$ 80,146,703
		5	4						
4	The Help Group Child and Family Center	3	5	112,809	98,382	49,191	211,191	12,036,657	$ 12,247,848
5	Telecare Corporation	N/A	6	337,373	245,362	122,681	582,735	17,750,392	$ 18,333,127
		N/A	7						
6	Special Service for Groups	1	8	83,822	311,338	155,669	395,160	39,989,892	$ 40,385,052
	Total			889,293	1,741,820	870,910	2,631,113	208,054,559	$ 210,685,672

	NAME OF AGENCY	Sup District (Agency Headquarter)	Service Area - CAPPS Program	CAPPS Demonstration Pilot for FY 2014-15						
				MHSA PEI (Non Medi-Cal/Non Healthy Families)	MHSA PEI (Medi-Cal/Healthy Families)	Match Funds Colum D Finanical Summary	Total Award Amount:	Amendment Amount:	Current MCA	**Revised MCA**
				5	6	7	8 = Sum (5 thru 6)	9	10	11 = Sum (8 & 10)
1	Penny Lane Centers	3	1	135,000	341,468	170,734	476,468	*N/A	*N/A	*N/A
2	San Fernando Valley Community Mental Health Center, Inc.	3	2	245,660	606,604	303,302	852,264	*N/A	*N/A	*N/A
3	Pacific Clinics	5	3	329,918	1,225,406	612,703	1,555,324	1,555,324	78,884,857	$ 80,440,181
		5	4							
4	The Help Group Child and Family Center	3	5	225,617	196,764	98,382	422,381	422,381	11,596,001	$ 12,018,382
5	Telecare Corporation	N/A	6	674,746	490,726	245,363	1,165,472	*N/A	*N/A	*N/A
		N/A	7							
6	Special Service for Groups	1	8	167,643	622,672	311,336	790,315	790,315	39,112,260	$ 39,902,575
	Total			1,778,584	3,483,640	1,741,820	5,262,224	2,768,020	129,593,118	$ 132,361,138

* The amount will be reflected in the 2014-15 renewal process.

Attachment III

PREVENTION SCIENCE CONSULTING, LLC

CONTRACT NUMBER

Business Address:

REFERENCE NUMBER

37 Penny Lane
Woodbridge, CT 06525

Vender Number

Supervisory District(s) ALL

CONSULTANT SERVICES AGREEMENT
MENTAL HEALTH SERVICES ACT – PREVENTION AND EARLY INTERVENTION
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I.	CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
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CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT for Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services (hereafter "Agreement") is made and entered into this _____ day of _____, 2014, by and between Prevention Science Consulting, LLC (hereafter "Contractor") 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 firm with special expertise and experience to act as a Contractor to the County for the provision of MHSA PEI Consultant Services as the Developer of a Community-Defined Evidence (CDE) Program; and

WHEREAS, Contractor is specifically trained and possesses the skills, experience, education and competency for the provision of MHSA PEI consultation, technical assistance, and training services as the developer of a CDE Program; and

WHEREAS, the County desires to provide to those persons in Los Angeles County who qualify therefore, certain mental health services contemplated and authorized by the MHSA adopted by the California electorate on November 2, 2004, and the PEI Plan approved by the MHSA Mental Health Services Oversight and Accountability Committee on August 27, 2009; and

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

WHEREAS, the County is authorized by, but not limited to, Government Code Section 31000, Welfare and Institutions Code Sections 5892 and 5830 to contract for such services, including those contemplated herein; and

WHEREAS, the provisions of Chapter 2.121 of the Los Angeles County Code of Ordinances do not apply to the services contemplated herein, because of the exceptions found in Section 2.121.250(B) of Chapter 2.121.

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

1.0 ADMINISTRATION: The Director of Mental Health (Director) shall have the authority to administer this Agreement on behalf of County. All references to this actions or decisions to be made by the County in this Agreement shall be made by the Director unless otherwise expressly provided.

A. The Director may designate one or more persons to act as his/her designee for the purpose of administering this Agreement. Therefore "Director" shall mean "Director and/or his/her designee."

B. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

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

1. Exhibit A - Statement of Work – The Center for the Assessment and Prevention of Prodromal States
2. Exhibit B - Fee Schedule – The Center for the Assessment and Prevention of Prodromal States
3. Exhibit C - Contractor Acknowledgement and Confidentiality Agreement
4. Exhibit D - Contractor Employee Acknowledgement and Confidentiality Agreement
5. Exhibit E - Contractor 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
9. Exhibit I – Contractor's Equal Employment Opportunity Certification
10. Exhibit J – Contractor Employee Jury Service

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

4.0 TERM OF AGREEMENT:

4.1 TERM OF AGREEMENT: The period of this Agreement shall commence on _____ _____, 2014 and shall continue in full force and effect through June 30, 2015.

4.2 Extension Period(s): After the Initial Period stated in Section 4.1, this Agreement may be extended by DMH, in its sole discretion, for up to two additional one-year terms, unless the desire of either party to terminate this Agreement is given in writing to the other party on or before May 31 of any COUNTY fiscal year (July 1, through June 30) in which this Agreement is in effect.

(1) First Extension Period: If this Agreement is extended, the First Extension Period shall commence on July 1, 2015 and shall continue in full force and effect through June 30, 2016.

(2) Second Extension Period: If this Agreement is extended, the Second Extension Period shall commence on July 1, 2016 and shall continue in full force and effect through June 30, 2017.

4.3 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 58.0 (NOTICES).

4.4 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.

4.5 Termination: This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party. County may also terminate this Agreement immediately if County determines that any Federal, State, and/or County funds are not budgeted or available for this Agreement or any portion hereof.

4.6 Contractor Alert Reporting Database (CARD): The County maintains database that track/monitor consultant performance history. Information entered into such databases may be used for

a variety of purposes, including determining whether the County will exercise a contract term extension option.

5.0 COMPENSATION:

5.1 In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A, Contractor shall be paid in accordance with the Fee Schedule established in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum of TWO HUNDRED THIRTY THREE THOUSAND THREE HUNDRED SIXTY FIVE DOLLARS ($233,365) for the term of this Agreement. Notwithstanding such limitation of funds, Contractor agrees to satisfactorily complete all work specified in Exhibit A and Exhibit B. To request payment, Contractor shall present to County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

5.2 The Total Compensation Amount for this Agreement shall not exceed TWO HUNDRED THIRTY THREE THOUSAND THREE HUNDRED SIXTY FIVE DOLLARS ($233,365) for the term of this Agreement. In no event shall County pay Contractor more than this Total Compensation Amount for Contractor's performance hereunder. Payment to Contractor shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Contractor shall submit invoices to:

County of Los Angeles
Department of Mental Health
550 South Vermont Avenue, 4th Floor
Los Angeles, CA 90020
ATTN: Terri Boykins, District Chief

5.3 Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Total Compensation Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Total

Compensation Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 58.0 (NOTICES).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall not have a claim against County for payment of any money or reimbursement, of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor 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 Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the 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 thirty (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.

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

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Program Manager:

6.1.1 Contractor 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 Contractor, and final acceptance of all documentation and work.

6.1.2 Upon advance approval of the County Program Manager, County may provide Contractor 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 Contractor shall not relieve Contractor of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to County, and shall not affect Contractor's status as an independent Contractor. County's Program Manager shall be: Dennis Murata.

6.2 Contractor's Project Manager: Contractor'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 Contractor's resources, submission of invoices, and resolution of any questions/disputes. Contractor's Project Manager shall be: Tyrone Cannon.

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

8.0 INDEMNIFICATION AND INSURANCE:

8.1 Indemnification: Contractor shall indemnify, defend, and hold harmless the County its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.2 General Provision for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 8.0 and 8.3 of this Agreement. These minimum insurance coverage terms,

types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

1) Evidence of Coverage and Notice to County

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

(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) Certificate shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement 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 Agreement. 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 Ave., 5th Floor
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 Agreement, 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

Contractor shall provide County with, or Contractor'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 thirty (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 Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

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 Agreement, upon which County

immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. 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 Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor 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 Agreement, 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 Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8) Sub-contractor Insurance Coverage Requirements

Contractor shall include all Sub-contractors 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 Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement 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 insured's 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.

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8.3 Insurance Coverage

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

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

2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned auto, 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 thirty (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 Agreement, 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.

9.0 CONFIDENTIALITY:

9.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

9.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 9.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 9.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

9.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

9.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit C.

9.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit D.

9.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit E.

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

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

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

11.0 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.

12.0 DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Contractor 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 Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor 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 Contractor 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 Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, 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 Contractor as it could pursue in the event of default by Contractor.

13.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the prior written consent of County, as provided in this Paragraph 13.0. Any attempt by Contractor 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 Contractor, 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 Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor'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-Contractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor'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 Contractor 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 Contractor'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. Contractor 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 Contractor's use of any Sub-Contractor, including any officers, employees, or agents of any Sub-Contractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Contractor 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 Contractor's performance, obligations, or responsibilities, to County, not shall such approval limit in any way Contractor'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-Contractor personnel providing services under such subcontract. Contractor shall assure that any Sub-Contractor 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 Contractor, to any Sub-Contractor, or to any officers, employees, or agents of Contractor or any Sub-Contractor, 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 Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any Sub-Contractor, or to any officers, employees, or agents of Contractor or any

Sub-Contractor, 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, Contractor shall be solely Liable and responsible for any and all payments and/or other compensation to all Sub-Contractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any Sub-Contractors or their officers, employees, and agents.

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor 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, Contractor shall obtain and maintain on file an executed Sub-Contractor Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each Sub-Contractor'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-Contractor 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.

14.0 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.

15.0 WAIVER: No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 15.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16.0 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor 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.

17.0 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 economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor 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.

Contractor 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. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor 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, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

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

19.0 MODIFICATION AND CHANGE NOTICES:

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

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

20.0 INDEPENDENT CONTRACTOR STATUS:

20.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

20.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

20.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

20.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 9.0 – Confidentiality.

21.0 COUNTY LOBBYIST: Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor 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.

22.0 ANTI-DISCRIMINATION: Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by Contractor without regard to or because or race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Contractor 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.

Contractor and County agree that in the event of a violation by Contractor 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.

23.0 PROJECT PERSONNEL ARE AGENTS OF CONTRACTOR: Contractor 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-Contractors, are fully authorized agents of Contractor 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 Contractor.

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24.0 TERMINATION OF AGREEMENT:

24.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor 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 Contractor the reasonable value for such work not to exceed the maximum sum due under this Agreement.

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

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

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

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

24.3 Notwithstanding any other provision of this Agreement, the failure of Contractor 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.

Contractor 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.

Contractor shall make available to County, all of its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to Contractor's work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor 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.

25.0 TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, 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 Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor 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.

26.0 TERMINATION FOR DEFAULT:

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

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

If, as determined in the sole judgment of County, Contractor 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.

26.2 In the event that County terminates this Agreement as provided in Sub-paragraph 26.1, County may procure, upon such terms and in such manner as County may deem appropriate, services

similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

26.3 The rights and remedies of County provided in this Paragraph 26.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

27.0 TERMINATION FOR CONVENIENCE:

27.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

27.2 After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Agreement on the date and to the extend specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

27.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 57.0, Record Retention AND Inspection/Audit Settlement.

28.0 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.

29.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT 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 re-employment list during the term of this Agreement.

30.0 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) / GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM PARTICIPANTS: 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. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. County will refer GAIN/GROW participants, by job category, to contractor.

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

31.0 CONTRACTOR'S WARRANT OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

31.1 Contractor 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.

31.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act

(42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

31.3 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth pursuant to Subparagraph 31.0 (Contractor'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 Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 26.0 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

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

34.0 RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Agreement.

35.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

35.1 Responsible Contractor

A responsible Contractor is a Contractor 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 Contractors.

35.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor 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 Contractor may have with the County.

35.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor 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 Contractor'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.

35.4 Contractor Hearing Board

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

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor

and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the haring, the proposed decision and any other recommendation of the Contractor 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 Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five years, that Contractor 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 Contractor 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.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor 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 Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor 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 Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor 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 Contractor Hearing Board.

35.5 Subcontractors Contractor

These terms shall also apply to Subcontractors of County Contractors.

36.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor 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, Contractor 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, Contractor certifies that, to its knowledge, none of its Sub-Contractors, at any tier, or any owner, officer, partner, director or other principal of any Sub-Contractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its Sub-Contractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

37.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor 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 Contractor will notify Director within (30) calendar days in writing of: (1) any event that would require Contractor 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 Contractor 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-Contractors 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.

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

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

38.0 CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

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

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

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

1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or

other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

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

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

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

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-

permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

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

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

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

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

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

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, 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, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business

Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose of determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's

enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

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

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

39.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, 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 Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor 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 Contractor. "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) Contractor 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 Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this subparagraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor 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 Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this sub-paragraph 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 Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

40.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The 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.

41.0 CONTRACTOR'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. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

42.0 COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor 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 Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

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

44.0 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.

45.0 COMPLIANCE WITH APPLICABLE LAW:

45.1 In the performance of this Agreement, Contractor shall comply with all Federal, State and local laws, rules regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

45.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 45.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by county. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

46.0 COMPLIANCE WITH CIVIL RIGHTS LAWS:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this

Contract. The Contractor shall comply with Exhibit I - Contractor's Equal Employment Opportunity (EEO) Certification.

47.0 ALTERATION OF TERMS:

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

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

48.0 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 the Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

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 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 FORCE MAJEURE:

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

B. Notwithstanding the foregoing, a default by a an independent contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such independent contractor, 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 independent contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in the sub-paragraph, the term "independent contractor" mean independent contractor 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.

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 2.260.

52.0 BACKGROUND AND SECURITY INVESTIGATIONS:

52.1 Each of Contractor's staff performing services under this Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated

with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

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

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

52.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 52.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

53.0 PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 57.0 – Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to any solicitation conducted by the County for any services and/or programs for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

(1) County shall notify Contractor upon receipt of a request for such marked documents.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agree to defend and indemnify the

County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

54.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age (over 40), physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. The Contractor shall certify to, and comply with, the provisions of Exhibit I - Contractor's EEO Certification.

C. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age (over 40), physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

D. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

E. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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F. The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 54.0 when so requested by the County.

G. If the County finds that any provisions of this sub-paragraph 54.0 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

H. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

I. Contractor shall include the provisions of this Paragraph 54.0 in every subcontract or purchase order unless expressly exempted.

55.0 TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

56.0 FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees 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 work performed by the Contractor's employees for which the County may be found jointly or solely liable.

57.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT: The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

57.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

57.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 57.0 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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57.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

58.0 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 or his designee 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
Los Angeles, CA 90020
ATTN: Chief, Contracts Development & Admin.

If to CONTRACTOR:

Prevention Science Consulting, LLC
37 Penny Lane
Woodbridge, CT 06525
ATTN: Tyrone D. Cannon, Ph.D.

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

COUNTY OF LOS ANGELES

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

Prevention Science Consulting, LLC
CONTRACTOR

By_____

Name Tyrone D. Cannon, Ph.D.

Title Principal Member
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

EXHIBIT A
STATEMENT OF WORK FOR
PREVENTION SCIENCE CONSULTING, LLC

FOR FISCAL YEAR (FY) 2013-2014 THROUGH FY 2014-2015
WITH AN OPTIONAL OF TWO ONE-YEAR EXTENSIONS

1. OVERVIEW

A. Mental Health Services Act Prevention and Early Intervention Plan

On August 27, 2009, the Mental Health Services Oversight and Accountability Commission (MHSOAC) approved the County of Los Angeles Department of Mental Health's (DMH) Mental Health Services Act (MHSA) Prevention and Early Intervention Plan (PEI) Plan for Los Angeles County. The PEI plan focuses on evidence-based services, education, support, and outreach to help inform and identify those who may be affected by some level of mental health issue. Providing mental health education, outreach and early identification (prior to diagnosis) can mitigate costly negative long-term outcomes for mental health consumers and their families. DMH is currently engaged in planning for the implementation of the PEI Evidence-Based and Community-Defined Evidence Programs that are to be implemented throughout Los Angeles County.

B. Center for Assessment and Prevention of Prodromal States

The Center for the Assessment and Prevention of Prodromal States (CAPPS) Program is designed to provide early prevention strategy aimed at the early identification of youth and young adults at risk for psychosis and to provide preventive interventions targeting both the conversion to psychosis and the functional disability experienced by clients who are experiencing the prodromal symptoms of their first-break psychosis. This early psychosis treatment model is based on the Family Focus Therapy approach for treating prodromal youth and their families. These youth are at ultra-high risk for developing psychosis. CAPPS has made significant progress in the prediction of schizophrenia and related disorders, as well as in the identification of biological and psychosocial factors associated with their onset. They have translated this knowledge into their clinical work with clients experiencing their first-break psychosis and early onset of serious mental illness with psychotic features. The CAPPS Program was developed by Dr. Tyrone Cannon, originally from University of California, Los Angeles. Their research predicts that 35% of individuals who are in the period preceding the onset of the first-break psychotic episode (i.e. prodrome) and are exhibiting symptoms of early onset psychosis with increasing symptoms and functional deterioration will convert to psychosis within 2½ years. Therefore, the first year preceding full psychosis provides a critical time when preventive interventions can be made for greatest impact.

C. Target Population

Treatment will focus on Transition Age Youth (TAY) between the ages of 16-25 who are experiencing the early symptoms of first-break psychosis and their families throughout Los Angeles County. In order to reduce transitions to

psychosis and/or improve functional outcome for those who do transition, this project will also engage families and other significant persons involved in the life of the youth and young adults. The transition to adulthood is a difficult time when most first-break psychosis occurs so there will be ample clients in this age group. Another critically important fact is that most of the mass shootings that have occurred in our schools and colleges have been done by transition age youth and young adults which makes addressing this age groups' needs of critical importance.

2. DELIVERABLES

Prevention Science Consulting, LLC (PSC) shall provide (1) training, (2) consultation, and (3) technical assistance on the CAPPS Family Focused Therapy model to the clinical staff, supervisors and managers of DMH contract agencies and directly-operated clinics in order to effectively implement the CAPPS model. PSC shall perform the services specified in this Statement of Work (SOW) and Fee Schedule (Exhibit B) as follows:

A. Training

i. Initial Six (6) Day Training Seminar: PSC shall plan, coordinate, prepare and conduct an Initial Six (6) Day Training Seminar with attendance by a maximum of 40 participants at each seminar, for a total 240 staff. This Initial Six (6) Day Training Seminar shall be coordinated with DMH according to the training Fee Schedule detailed in Exhibit B.

ii. Treatment Supervision: PSC shall provide weekly telephone consultation supervision and videotape reviews with contract agency(ies) and directly-operated clinic staff to address questions and/or problems related to services that will be provided utilizing the CAPPS model. The telephone consultation supervision provided will include supervision, continuing training and quality assurance for up to 24 months of training.

iii. Group Assessment Supervision: PSC shall provide weekly supervision on the assessment tools and data collections procedures that will be provided to contract agency and directly-operated clinic staff to address questions and/or problems related to assessment of clients.

iv. First Annual Refresher Training Seminar: PSC shall plan, coordinate, prepare, and conduct two (2) Refresher Training Seminar, with attendance by maximum of 80 DMH directly-operated and/or contract agency(ies) staff trainees. These refresher seminars shall be at least 8 hours in length.

v. Training Materials: PSC shall provide curricula, learning objectives, methodology, and information regarding trainers and training schedules for all training sessions in collaboration with DMH.

vi. Curricula: PSC shall ensure that the training curricula are in alignment with DMH's PEI Plan, guidelines, and CAPPS outcomes. PSC shall

ensure that any substantive changes to the approved curricula are approved by DMH prior to implementing such changes. PSC shall ensure that all syllabi, materials, and handouts necessary for trainings are provided in advance of the CAPPS trainings to participants.

vii. Qualified CAPPS Trainers: PSC shall ensure that all the CAPPS Program trainers are pre-screened and that only qualified program trainers conduct the trainings throughout Los Angeles County.

viii. Continuing Education: PSC shall provide curricula, trainer documentation, and any other information requested by DMH in order to obtain authorization for Continuing Education Units for participants for the initial and follow-up refresher training seminars.

ix. CAPPS Manuals: PSC shall provide each trainee a copy of the Clinicians' Treatment Manual for Family-Focused Therapy for Prodromal Youth.

x. Outcome Monitoring: PSC will use the *Structured Interview for Prodromal Syndromes* and *Scale of Prodromal Symptoms* for program evaluation.

B. Consultation

In order ensure that the CAPPS Program will be successful and sustainable, PSC shall provide consultation directly to contract agencies and directly operated clinical staff for a minimum of two years or longer as needed based on contract extensions.

i. Clinical Staff Consultation: PSC shall provide telephone consultation and videotape review (including adherence checks) with contract agencies and directly operated clinics to address questions and/or problems related to services that will be provided utilizing the CAPPS model.

ii. Program Managers/Supervisor Consultation: PSC shall provide telephone consultation to program managers and supervisors to address any implementation issues and/or problems.

C. Technical Assistance

PSC shall collaborate with representatives of the various DMH sections, including PEI Administration, Age Group Leads, and other staff involved in the implementation of the CAPPS Program to ensure that the training and consultation will produce the appropriate practical data on this Community-Define Evidence practice for transition age youth target population. There will be no charge for CAPPS technical assistance.

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D. Evaluation/Outcome Monitoring

Database and statistical analyses will be organized and evaluated in order to determine treatment fidelity. This includes pre and post outcomes data evaluation in order to determine program effectiveness by DMH and PSC.

3. TIMELINE

A. Services shall commence immediately upon the effective date of this Agreement.

B. The CAPPS Initial Training sessions shall commence according to the timeframe determined by PSC, the participant's schedules and shall be agreeable to DMH, and conclude within 12 months of the initial training session or no later than at the conclusion of this Agreement.

C. The First Annual Refresher Training session shall commence according to the timeframe determined by PSC, the participant's schedules and shall be agreeable to DMH and conclude within 12 months of the initial training session or no later than at the conclusion of this Agreement.

D. Consultation/Clinical Supervision sessions and videotape reviews shall commence with trained participants according to the timeline agreed upon by participants and supervisors and conclude after a 12 months course of treatment or the conclusions of this Agreement, whichever is earlier.

4. PAYMENT SCHEDULE

A. For all services, PSC shall submit monthly invoices for actual costs and fees incurred for services provided under this SOW/Fee Schedule (Exhibit B). PSC shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Payments shall be based on the actual costs incurred up to the maximum indicated in the itemized Fee Schedule (Exhibit B).

B. Each payment shall be made only upon approval by the designated DMH program representative following review and determination that PSC has satisfactorily performed all tasks in each respective deliverable as stated in the SOW/Fee Schedules (Exhibit A/Exhibit B).

C. Payment shall be made as indicated in Exhibit B, Fee Schedule.

PREVENTION SCIENCE CONULTING, LLC
FEE SCHEDULE FOR
THE CENTER FOR THE ASSESSMENT AND PREVENTION OF PRODROMAL STATES TRAINING
(FUNDED BY MHSA PEI)

1. FOR FY 2013-14 THROUGH FY 2015-16			
INITIAL TRAINING & SET-UP (6 Days Training)			
Capacity (Number of Participants per Session)	40		
Number of Workshops	6		
Total Number of Staff to be Trained	240		
Number of Trainers	3		
Trainer's Fee(s)	6 Training Days x $4,000/Day	$24,000	
Training Materials (Bound Manuals)	$20 x 80 Manuals	$ 1,600	
Training Manuals (Shipping & Handling)	$300	$ 300	
Travel Costs (Based on actual costs, up to $15,000)	6 Trips X $2,500/Trip	$15,000	
	Subtotal: Initial Training Fees		**$40,900**
ANNUAL REFRESHER TRAINING SEMINAR			
Capacity (Number of Participants per Session)	40		
Number of Sessions	2		
Total Number of Staff to be Trained	80		
Number of Trainers per Training Day	3		
Trainer's Fees	2 Training Days x $4,000	$8,000	
Travel Costs (Based on actual costs, up to $5,000)	$ 5,000	$5,000	
	Subtotal: Refresher Training Fees		**$13,000**
2. CONSULTATION			
Treatment Supervision	1536 hrs x $85.00 768 hrs @ 2 hrs/wk per site (8 sites)	$130,560	
Group Assessment Supervision	144 hrs x $42.50 48 hrs @ 1.5 hrs/week x2 yrs.	$ 6,120	
	Subtotal: Consultation Fees		**$136,680**
3. OUTCOME MONITORING			
Database & Statistical Services	Initial setup fee & annual maintenance fee (Analyzing fidelity, pre/post outcome data	$4,000	
	Subtotal: Outcome Monitoring		**$ 4,000**
4. AUDIO/VIDEOTAPE REVIEW			
Review of audio/videotape for CAPPS Certification	**40 Inds X 20 Tapes = 800** **800 X $48.48**		**$ 38,785**
	TOTAL COSTS		**$233,365**

EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Prevention Science Consulting, LLC Contract No._____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

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

Contractor and Contractor'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 Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

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

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor'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: Tyrone D. Cannon, Ph.D. POSITION: Principal Member

EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name Prevention Science Consulting, LLC Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor 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, 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 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 CONTRACTOR in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

Revised (082508)

EXHIBIT E

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name Prevention Science Consulting, LLC Contract No. _____

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: _____

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

EXHIBIT F

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (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 **Prevention Science Consulting, LLC**, (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 Dr. Tyrone Cannon
Please print name

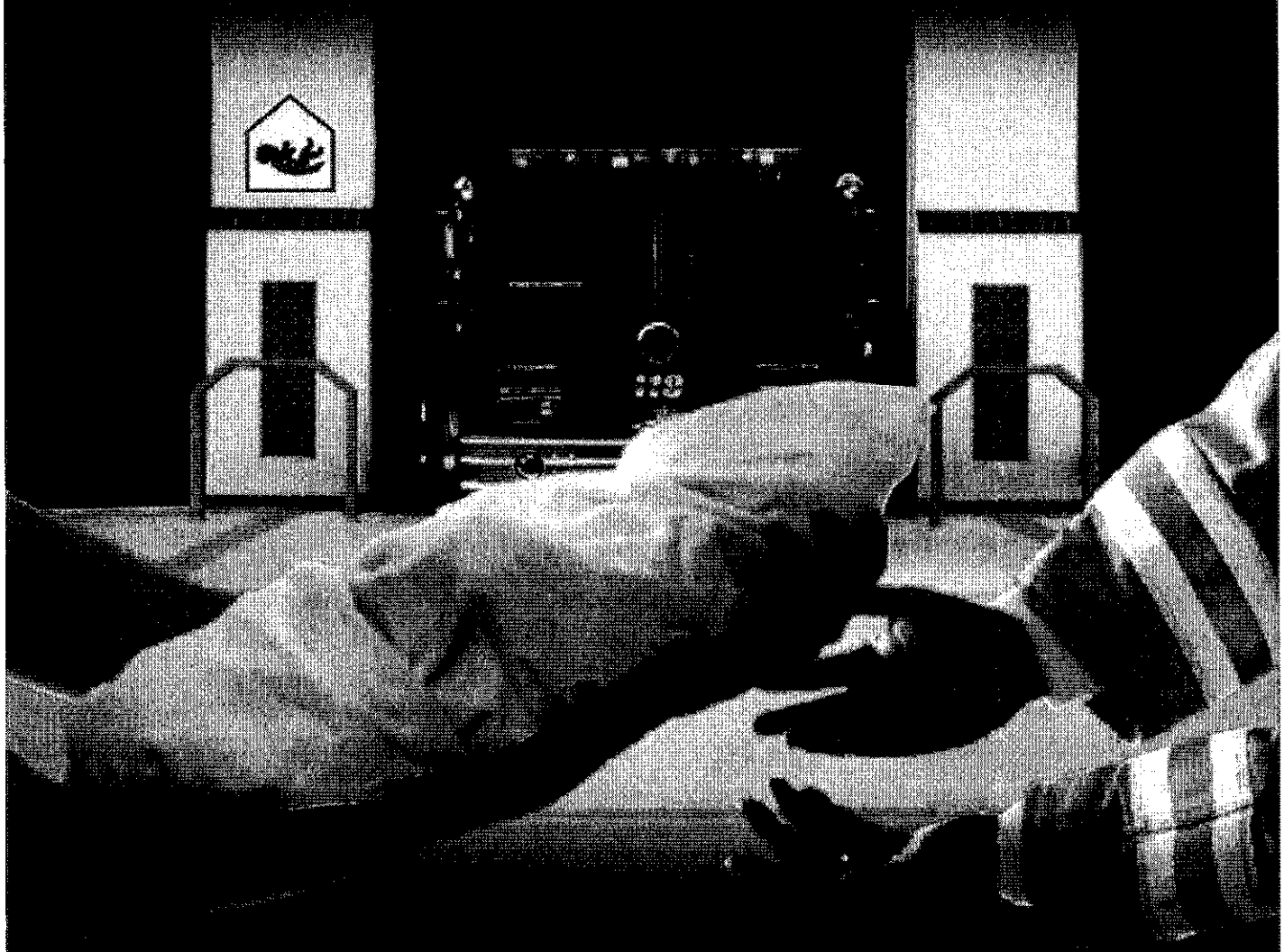
Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

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

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

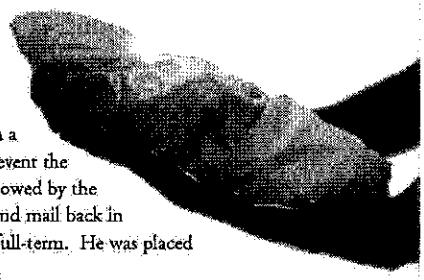
Does the parent or surrendering adult have to tell anything to the people taking the baby?
No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby.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

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

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

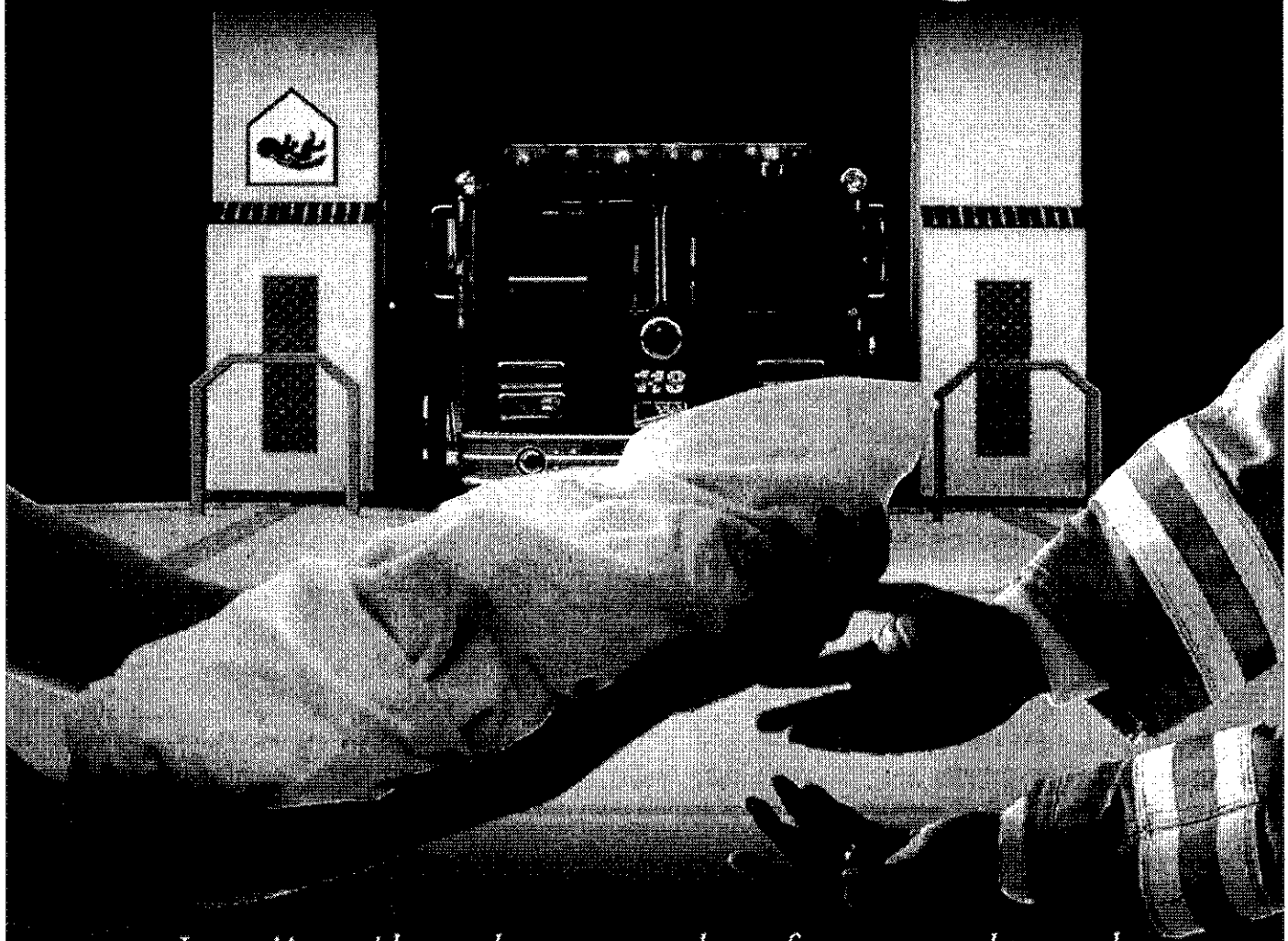
Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The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

A baby's story



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

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

Prevention Science Consulting, LLC
Company Name

37 Penny Lane, Woodbridge, Connecticut 06525
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

Tyrone D. Cannon, Ph.D., Principal Member
Name and Title of Signer (please print)

EXHIBIT I

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Prevention Science Consulting, LLC
Contractor Name

37 Penny Lane, Woodbridge, Connecticut 06525
Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contracctor, certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2. The Contractor periodically conducts a self-analysis or utilization analysis of its work force.	Yes ☐	No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4. When problem areas are identified in employment practices, The Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "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 chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

3. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, 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 contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Attachment IV

SOLE SOURCE CHECKLIST
Prevention Science Consulting, LLC

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.** • Prevention Science Consulting, LLC (PSC) is the sole entity in the United States that offers trainings related to the Center for the Assessment and Prevention of Prodromal States (CAPPS) Prevention and Early Intervention (PEI). • As the developer of the CAPPS practice model that is a Community-Define Evidence practice, PSC is the uniquely qualified entity to provide the training session, and training materials which are proprietary. • PSC will ensure the program is properly implemented by the selected contractors that were identified through a Request for Services solicitation process to provide the CAPPS PEI Demonstration Pilot to youth and their families in the eight Service Areas of the County. • In accordance with Board contract policy requirements for Sole Source contracts, DMH notified the Board on January 10, 2014, of its intent to enter into a Sole Source Developer Agreement with PSC (Attachment VI).
	➢ **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:**

Greg Polk,
Senior Assistant Chief Executive Officer

3/26/14
Date

Attachment V

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

January 10, 2014

TO: Each Supervisor

FROM: Marvin J. Southard, D.S.W.
Director

SUBJECT: **REQUEST TO INCREASE DELEGATED AUTHORITY PERCENTAGE IN THE BOARD LETTER TO AMEND SIX LEGAL ENTITY AGREEMENTS FOR FISCAL YEARS 2013-14 AND 2014-15**

This memorandum is to comply with Board Policy Manual, Section 5.120, Authority to Approve Increases to Board Approved Contract Amounts. The Policy mandates that any department requesting a percentage increase in delegated authority exceeding ten percent of the total contract amount must provide a detailed justification and advance written notice to your Board, with a copy to the Chief Executive Officer, at least two weeks prior to the Board Meeting at which the proposed contract is to be presented.

The Department of Mental Health (DMH) requests an additional ten percent for a total of twenty percent delegated authority for the following six Legal Entity (LE) Agreements: 1) Pacific Clinics; 2) Penny Lane Centers; 3) San Fernando Valley Community Mental Health Center, Inc.; 4) Special Services for Groups; 5) Telecare Corporation; and 6) The Help Group Child and Family Center. This will allow DMH to pay for additional mental health services for transition age youth, ages 16-25, at risk for psychosis and to provide preventive interventions targeting both conversion to psychosis and the functional disability that precedes full blown psychosis through the Center for the Assessment and Prevention of Prodromal States (CAPPS) which is a Community-Defined Evidence Practice. These six LE Contract Service providers were identified as qualified agencies through a Request for Services solicitation process for implementation of the CAPPS Demonstration Pilot that DMH is implementing in the eight Service Areas of Los Angeles County.

This authority will allow DMH greater capacity to amend contracts for new funding streams and programs/services and implement such programs/services in a timely and expeditious manner. Therefore, in most instances, where speed and response time are of key importance, the objectives to maximize, prioritize, and increase access to services will more effectively meet the County's mission "To Enrich Lives Through Effective and Caring Service."

Should there be a need to exceed the twenty percent delegated authority, DMH will return to your Board with a request for authority to amend the LE Agreement accordingly.

If you have any questions or concerns, please contact me, or your staff may contact Richard Kushi, Chief, Contracts Development and Administration Division, at (213) 738-4684.

MJS:MM:TB:SF:jn

c: Health Deputies
Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel
Robin Kay, Ph.D.
Margo Morales
Deputy Directors
District Chiefs
Kimberly Nall
Richard Kushi

Attachment VI

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

January 10, 2014

TO: Each Supervisor

FROM: Marvin J. Southard, D.S.W.
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO ENTER INTO A SOLE SOURCE CONTRACT WITH PREVENTION SCIENCE CONSULTING, LLC**

This memorandum is to comply with the Board Policy Manual, Section 5.100, Sole Source Contract, by notifying the Board of our need to initiate a Sole Source Contract. It is the Los Angeles County Department of Mental Health's (DMH) intent to enter into new sole source contract negotiations with Prevention Science Consulting, LLC (PSC), located at 37 Penny Lane, Woodbridge, Connecticut 06525.

PSC is the sole entity in the United States that offers training related to the Center for the Assessment and Prevention of Prodromal States (CAPPS) program. The CAPPS program, developed by PSC, is one of the Community-Defined Evidence (CDE) practice in the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan that DMH is implementing. There are no other organizations or individuals that the developer has authorized to conduct the CAPPS training in the United States. PSC will provide training, consultation, and technical assistance in support of implementing the CAPPS Demonstration Pilot.

With the use of the CAPPS treatment model, DMH is planning to provide training, consultation, and technical assistance for this practice in order to implement the CAPPS Demonstration Pilot as quickly as possible so that there is seamless delivery of services to its consumers, clients, and family members. The CAPPS program is designed to provide prevention strategies aimed at the early identification of individuals at risk for psychosis and to provide preventive intervention services targeting both conversion to psychosis and the functional disability in transition age youth, ages 16 – 25, who are experiencing prodromal symptoms of their first-break psychosis.

The consultation and training services under the proposed CAPPS Sole Source Contract with DMH will be funded with $233,365 in MHSA PEI funding. The term of the Sole Source Contract is for Fiscal Year (FY) 2013-14 through FY 2014-15 with an option for two one-year extensions which is fully funded with MHSA PEI funding.

Unless otherwise instructed by a Board office within two weeks, DMH will proceed with negotiating the Sole Source Contract. DMH will work closely with both County Counsel and the Chief Executive Office in preparing a new agreement with PSC.

If you have any questions or concerns, please contact me, or your staff may contact Richard Kushi, Chief, Contracts Development and Administration Division, at (213) 738-4684.

MJS:TB:SF:RK:jn

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

37 Penny Lane
Woodbridge, CT 06525
(203)-298-48309
Tyrone D. Cannon, PhD
Principal Member

Prevention Science Consulting, LLC

9 November 2013

Lillian Bando
PEI Administration
Los Angeles County Department of Mental Health
550 S. Vermont Avenue
Los Angeles, CA 90020

Dear Ms. Bando:

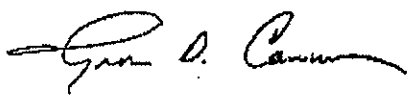
I am writing this letter to provide evidence of sole source stature in the area of the provision of training in the CAPPS CDE for the treatment of youth and young adults at ultra-high risk for psychosis. I developed this model along with Drs. Mary O'Brien and David Miklowitz, both licensed clinical psychologists, and other members of our treatment staff, and we are the only ones qualified to provide this training.

The CAPPS CDE model is based on our experiences in developing and validating an early detection and intervention program for psychosis in the Center for the Assessment and Prevention of Prodromal States (CAPPS) at the University of California Los Angeles. This is a specialty clinic that focuses on ascertainment, assessment and treatment of youth at ultra-high risk for psychosis and their families. I founded CAPPS in 2002 and served as its Director until I moved my academic appointment from UCLA to Yale University in 2012. During that time we utilized a variety of treatment approaches with this population: individual cognitive behavioral treatment, skills groups, multi-family groups, and family focused treatment. We developed several manuals describing our approaches to these treatments, including the treatment manual for family focused therapy that is part of the CAPPS CDE model.

In addition, I am the principal investigator on an 8-site randomized clinical trial of 6 months of CAPPS CDE utilizing the family-focused treatment versus a 3-session enhanced care (psychoeducation-only) comparison treatment for 120 youth and young adults at risk for psychosis. We have demonstrated that the family-focused treatment is more effective than the comparison treatment in reducing symptoms and improving patient functioning and family communication.

Thank you for the opportunity to extend this early detection and intervention model as part of the Prevention and Early Intervention initiative in Los Angeles County.

Sincerely,



Tyrone D. Cannon, PhD