LAC DMH
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
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June 21, 2016

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 June 21, 2016

LORI GLASGOW
EXECUTIVE OFFICER

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

Dear Supervisors:

AUTHORIZATION TO EXECUTE A SOLE SOURCE CONSULTANT SERVICES AGREEMENT WITH CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS FOR FISCAL YEARS 2016-17, 2017-18, and 2018-19 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Acting Chief Deputy Director of Mental Health (Acting Chief Deputy), or his designee, to prepare, sign, and execute a Sole Source Consultant Services Agreement (Agreement), substantially similar to Attachment I, with California Institute for Behavioral Health Solutions (CIBHS). The term of the Agreement is July 1, 2016, through June 30, 2017, with two one-year automatic renewal periods, such that it will remain in effect through June 30, 2019. The Agreement Total Compensation Amount (TCA) is $549,667 for the initial term and $558,667 for each of the subsequent extension periods, fully funded with State Mental Health Services Act (MHSA) revenue, an Intrafund Transfer from the Department of Public Social Services (DPSS), an Intrafund Transfer from the Department of Probation (Probation), and 2011 Realignment revenue.

2. Delegate authority to the Acting Chief Deputy, or his designee, to prepare, sign, and execute future amendments to the Agreement with CIBHS, provided that: 1) the County's total payments to CIBHS for each fiscal year do not exceed an increase of 10 percent from the applicable Board approved TCA; 2) any such increase is used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval as to form by County Counsel is obtained prior to execution of any amendments; 5) County and CIBHS may, by written Amendment, reduce services or programs without reference to the 10 percent limitation and revise the applicable TCA; and 6) the Acting Chief Deputy notifies your Board of changes to the Agreement in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow the Department of Mental Health (DMH) to enter into one new sole source agreement with CIBHS, when the two existing CIBHS consultant services agreements expire on June 30, 2016.

Under the new agreement, CIBHS will provide consultant services to the Department and contracted providers for the following services: 1) Technical assistance, facilitation, and consultation to DMH's MHSA Implementation Teams, Executive Management Team, and stakeholder groups which comprise of DMH Leadership Team, Service Area Advisory Committee, Underserved Cultural Community and any outside entity that has a vested interest in ensuring that the MHSA funds are utilized for its intended purpose; 2) Technical assistance to DMH's contractors in the development and implementation of an outcome measurement system for the California Work Opportunity and Responsibility to Kids (CalWORKs) program on Supported Employment, Individual Placement and Supports (SE-IPS) Model. Services will include training and assistance to contractors' implementation of the SE-IPS Model, analysis and publication of results from the outcome measurement and IPS data systems, and conducting of evaluation studies in support of other DMH efforts to improve CalWORKs mental health outcomes; 3) Staff training and consultation services on Functional Family Therapy (FFT) Evidence-Based Practice (EBP) to clinicians who provide services to at-risk youth that are in the juvenile justice, mental health, or child welfare systems; 4) Consultation, technical assistance and training for skill-building of mental health staff and advocates on assisting underserved individuals to utilize spiritual community supports in recovery, wellness and social inclusion; and 5) Consultation, technical assistance and/or training services to both DMH and contractors' clinicians providing MHSA Prevention and Early Intervention (PEI) services on Aggression Replacement Therapy (ART), FFT, and Program to Encourage Active, Rewarding Lives for Seniors (PEARLS).

CIBHS is one of the most recognized leaders in the State of California (State) in supporting the local public mental health systems, addressing the needs of the mentally ill, and improving access to mental health services. CIBHS's important statewide role in supporting local public mental health systems is well recognized by the State legislature. This recognition led the former California State Department of Mental Health to select CIBHS to be the primary training entity in statewide projects such as implementation of Managed Care and the highly complex MHSA.

CIBHS has staff, experience, and expertise in three domains required by DMH CalWORKs program: 1) CIBHS has over 15 years of Los Angeles and statewide experience researching and evaluating CalWORKs mental health programs and working closely with mental health departments in order to improve services; 2) Uniquely in California, CIBHS has conducted research on the Individual Placement and Support model of supportive employment required by DMH for all CalWORKs mental

health providers; 3) CIBHS has experience designing and implementing DMH's system to measure clinical and employment outcomes for CalWORKs mental health (no county other than Los Angeles County has such a system).

Additionally, CIBHS is the only State authorized training organization in California for DMH's multi-ethnic and multicultural child and adolescent FFT Program, which serve emotionally disturbed, dysfunctional youth.

The agency is also specialized in the area of integrating spirituality into mental health practices. CIBHS' Center for Multicultural Development houses the California Mental Health and Spirituality Initiative. The Initiative was created to promote awareness of spirituality as a resource in mental health wellness, recovery, and multicultural competence. DMH and contractors' clinical staff who have received CIBHS spirituality trainings, rate such trainings effective for application.

Moreover, the developers of ART, FFT, and PEARLS have identified CIBHS to serve as the entity in California that is authorized to serve as a partner and as purveyors of the ART, FFT, and PEARLS EBPs.

CIBHS is uniquely qualified for the provision of consultant services to support DMH's core mental health programs, as it has the necessary personnel, experience, and expertise for the delivery of services to meet DMH's performance standards.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The FY 2016-17 TCA is $549,667, fully-funded by State MHSA revenue in the amount of $414,667; 2011 Realignment in the amount of $11,000; and Intrafund Transfers from DPSS in the amount of $100,000, and from Probation in the amount of $24,000. Funding for this agreement is included in DMH's FY 2016-17 CEO Recommended Budget.

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

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CIBHS, formerly known as California Institute for Mental Health, is a private non-profit agency located in Sacramento, California. It was first established in 1993 by the California Mental Health Directors Association. Its mission is to support California's public mental health systems through technical assistance, research, policy development, and evidence-based practices. Current Board members include local mental health directors who serve gratuitously to further statewide mental health causes. The Acting Director of Mental Health (Acting Director) currently serves on CIBHS's Board of Directors, but the Acting Director is not compensated and does not benefit financially in any

way from serving in that position. Additionally, the Acting Director has not participated in the approval process for this Agreement and will not for any future amendments. County Counsel has advised that the conflict of interest laws, therefore, do not preclude the County from entering into an agreement with CIBHS.

CIBHS is the only mental health agency that has an established Center for Multicultural Development designed to improve access and services for ethnically and culturally diverse communities; and it has a Co-Occurring Disorders Technical Assistance Center that provides education and training services to agencies serving individuals with co-occurring mental health and substance abuse disorders.

Attachment I, the Agreement format, has been approved as to form by County Counsel. The Department's administrative and programs staff will monitor the Contractor's performance of services to ensure compliance with Agreement terms and conditions and adherence to County policies.

Attachment II, the Sole Source Checklist, has been approved by CEO.

CONTRACTING PROCESS

In accordance with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, DMH presented the written advance notice of its intent to enter into a Sole Source agreement with CIBHS at the February 17, 2016 Agenda Review. This notification memorandum, Attachment III, was sent to your Board on March 9, 2016.

Upon Board approval, DMH will execute the Agreement with CIBHS, effective July 1, 2016, through June 30, 2019.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The new Agreement with CIBHS will ensure the continued provision of valuable consultant services to DMH and its contract providers serving the mentally ill population of the Los Angeles County. The synergy of training, consultation, and technical assistance is expected to significantly enhance the Department's mental health service delivery to its clients with the goal of achieving a better quality of life.

Respectfully submitted,

DENNIS MURATA, M.S.W.

Acting Chief Deputy Director of Mental Health

DM:AB:SK:cc

Enclosures

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

ATTACHMENT I

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CALIFORNIA INSTITUTE FOR
BEHAVIORAL HEALTH SOLUTIONS

FOR

Consultant Services

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CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

California Institute for Behavioral Health Solutions

FOR

Consultant Services

This Contract ("Contract") is made and entered into this ___ day of ____,2016, by and between the County of Los Angeles on behalf of its Department of Mental Health (hereafter "County") and California Institute for Behavioral Health Solutions, (hereafter "Contractor/Consultant").

RECITALS

WHEREAS, the COUNTY has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a CONSULTANT to the COUNTY for the provision of Consultant Services (Exhibit A – Statement of Work); and

WHEREAS, CONTRACTOR is specifically trained and possesses the skills, experience, education and competency for the provision of Consultant Services (Exhibit A – Statement of Work); and

WHEREAS, the COUNTY desires to engage CONTRACTOR for such specialized services upon the terms and conditions provided in this Agreement; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving

precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Funding Sources

1.3 EXHIBIT C - Contractor's EEO Certification

1.4 EXHIBIT D - County's Administration

1.5 EXHIBIT E - Contractor's Administration

1.6 EXHIBIT F - Contractor Acknowledgement and Confidentiality Agreement

1.7 EXHIBIT G - Jury Service Ordinance

1.8 EXHIBIT H - Safely Surrendered Baby Law

Health Insurance Portability and Accountability Act (HIPAA)

1.9 EXHIBIT I - Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

SB 1262 - Nonprofit Integrity Act of 2004

1.10 EXHIBIT J - Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Contract/Agreement:** This agreement is executed between County and Contractor. It sets forth the terms and conditions for the

issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

2.2 **Contractor/Consultant:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Exhibit A –Statement of Work.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 Initial Period: The Initial Period of this Agreement shall commence on July 1, 2016 and shall continue in full force and effect through June 30, 2017.

4.2 Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed two (2) additional periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of either the Initial Period or First Renewal Periods and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or the end of the First Automatic Renewal Periods, as applicable.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2017 and shall continue in full force and effect through June 30, 2018.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2018 and shall continue in full force and effect through June 30, 2019.

4.3 The Contractor shall notify County when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Exhibit D - County's Administration.

5.0 CONTRACT SUM

5.1. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in **Exhibit A-Statement of Work**. In consideration of the performance by Consultant in a manner satisfactory to County of the services described in **Exhibit A,** Consultant shall be paid in accordance with the Deliverables or Payment Schedules or Payment instructions, or Fee Schedules, as established in Exhibit A-Statement of Work, where applicable, and **Exhibit B**-Funding Sources,.

5.2 Total compensation amount for all services furnished hereunder shall not exceed the sum of **FIVE HUNDRED FORTY-NINE THOUSAND SIX HUNDRED SIXTY-SEVEN** DOLLARS ($**549,667**) for Fiscal Year 2016-17; **FIVE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED SIXTY-SEVEN** DOLLARS ($**558,667**) for Fiscal Year 2017-18 and **FIVE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED SIXTY-SEVEN** DOLLARS ($**558,667**) for Fiscal Year 2018-19.

5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except

as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DMH at the address herein provided in Exhibit D - County's Administration.

5.5 **No Payment for Services Provided Following Expiration-Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the 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 the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 **Invoices and Payments**

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in the Deliverables /Payment Schedules or Payment instructions, established in Exhibit A – Statement of Work, where applicable, and Exhibit B-Funding Sources. Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit A Statement of Work / Deliverable / payment schedule sections, where applicable, and Exhibit B-Funding Sources

5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables,

goods, services, work hours, and facility and/or other work for which payment is claimed.

5.6.4 The Contractor shall submit the invoices to the County as specified in the Payment schedule .

5.6.5 All invoices under this Contract shall be submitted in two (2) copies to the program manager (s) at the addresses as specified in Exhibit A-Statement of Work.

5.6.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The role of the County's Project Director may include:

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County's Project Manager

The role of the County's Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit E - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit E - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed

changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Confidentiality

7.3.1. 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.

7.3.2 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 Sub-Contractors, to comply with this Paragraph 7.3, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.3 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 to 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.

7.3.3 Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 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 Contract during the term of this Contract. 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 changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of Mental Health.

8.2 Assignment and Delegation

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, 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 subparagraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 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 the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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 the Contract which may result in the

termination of this Contract. 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.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 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 the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract 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 actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

8.6.2 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 Sub-Contractors, 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 8.6 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 to 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 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 D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 **Jury Service Program:**

This Contract 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 G and incorporated by reference into and made a part of this Contract.

8.8.2 **Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 subparagraph, “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 fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (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 twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this subparagraph. 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 the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this subparagraph of the Contract may constitute a material breach of the

Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 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.

8.12.2 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 contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 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 a contract 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.

8.12.4 **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 hearing, 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 (5) years, that Contractor may after the

debarment has been in effect for at least five (5) 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 interests 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 (5) years; 2) the debarment has been in effect for at least five (5) 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.

8.12.5 **Sub-Contractors of Contractor**

These terms shall also apply to Sub-Contractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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 Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor'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.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in 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 Withholding 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).

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards.

Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract 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 the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Intentionally Omitted

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile

transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 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.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), 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 subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Sub-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 Sub-Contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “Sub-Contractor” and “Sub-Contractors” mean Sub-Contractors at any tier.

8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract 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.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract 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.

8.22.3 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.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.3 - Confidentiality.

8.23 Indemnification

The 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.

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. 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 Contract. 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 Contract.

8.24.1 **Evidence of Coverage and Notice to County**

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

- Renewal Certificates shall be provided to County not less than ten (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.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

- 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:

County of Los Angeles
Department of Mental Health
Contracts Development and Administration Division
550 So. Vermont Avenue, 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 Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, it's 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.

8.24.3 **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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 **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.

8.24.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 **Waivers of Subrogation**

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

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

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

8.24.9 **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.

8.24.10 **Claims Made Coverage**

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

8.24.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

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

8.24.13 **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.

8.24.14 **County Review and Approval of Insurance Requirements**

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

8.25 Insurance Coverage

8.25.1 **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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million ($1,000,000) 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.

8.25.4 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

  Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million ($2,000,000) per claim and two million ($2,000,000) 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.

- **Professional Liability-Errors and Omissions**

  Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and two ($2) 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.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c)

Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 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, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

8.28.3 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, 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.

8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, 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.

8.28.5 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.

8.28.6 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 subparagraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this subparagraph 8.28 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.

8.28.8 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.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Mental Health, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor 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 H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract 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 as identified in Exhibits D - County's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The DMH Director or her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 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 subparagraph 8.38 - Record Retention and Inspection-Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process 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.

8.36.2 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 agrees 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.

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 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.

8.38.1 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).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 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.

8.39 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 this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Sub-Contractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles – Department of Mental Health
550 So. Vermont Avenue, 4th floor
Los Angeles, CA 90020
Attn: Deputy Director, TAY SOC

before any Sub-Contractor employee may perform any work hereunder.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subparagraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the 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.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and

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

8.42.3 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 subparagraph 8.38, Record Retention and Inspection-Audit Settlement.

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.44.2 The 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.

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding

the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 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 8.51 "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 ten (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.

8.53 Time Off for Voting

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

<u>Business Associate Language</u>:

9.1.1 The County is subject to the Administrative Simplification requirements and prohibitions 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"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

9.2 Local Small Business Enterprise(SBE) Preference Program

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The 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.

9.2.3 The 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.

9.2.4 If the 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 ten (10) percent 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 business 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, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

9.3 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable urposes 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 Contractors to complete the Charitable Contributions Certification, Exhibit J, 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)

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

COUNTY OF LOS ANGELES

By _____
Dennis Murata, M.S.W.
Acting Chief Deputy Director

California Institute for Behavioral Health Solutions
CONTRACTOR

By _____

Name Sandra Goodwin, Ph. D.

Title CEO / President
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Interim Chief, Contracts Development and Administration Division

California Institute for Behavioral Health Solutions
Consultant Services Agreement
Fiscal Years 2016-17, 2017-18 and 2018-19

Exhibit A
Statement of Work

California Institute for Behavioral Health Solutions (CIBHS) shall provide training; consultation and technical assistance services to Department of Mental Health's (DMH) directly operated programs and contract providers as specified in the following Statement of Work (SOW).

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

The Department of Public Social Services (DPSS) is the County lead agency administering the CalWORKs Program. Under a Memorandum of Understanding (MOU) with DPSS, DMH provides mental health supportive services for persons with serious mental health issues who are enrolled in the CalWORKs program. A goal of the CalWORKs Program is to remove any mental health barriers that prevent a client from being employed and assist clients in acquiring and maintaining employment through the provision of mental health supportive services, including the Supported Employment, Individual Placement & Supports (IPS) model. .

IPS Model Research (FYs 2017-18 and 2018-19)

CIBHS shall design and conduct a large research project (Phase III) on the efficacy of IPS with CalWORKs mental health participants, while building upon findings from previous small-scale by performing the following tasks:

- Develop research design and negotiate data collection with DPSS and contract with Social Science Research Center
- Create data instruments and design study group matching
- Conduct client interviews
- Collect and analyze data
- Based on the data, create a published final report
- Train IPS staff on an on-going basis.

Outcomes Monitoring (FYs 2016-17, 2017-18, 2018-19)

CIBHS shall continue its current research on the outcome system developed by CIBHS to monitor participants' achievements, client satisfaction, clinical progress, and employment. Providers are required to participate in outcome monitoring, which is intended to reflect overall participant outcomes in the CalWORKs mental health supportive services programs as a whole, and for particular client groups (by diagnosis, for example). CIBHS shall preform the following tasks:

- Provide training/technical assistance to CalWORKs mental health supportive services agency staff

- Maintain and update an online survey; collect and analyze data quarterly; provide annual summary reports

- Maintain a HIPAA-compliant database to be used for collecting outcome monitoring data; this task maybe accomplished through the use of a subcontractor

Quality Improvement

CIBHS shall provide quality improvement services focused on CalWORKs participants' engagement and retention in CalWORKs mental health supportive services.

- Training and support by NIATX experts

- Support to providers, data collection and analysis of projects performed by individual providers

Special Studies

CIBHS shall provide special studies as directed by DMH CalWORKs Program focusing on identified issues related to findings.

- Design study and data collection tools
- Assist in collecting data, analyze data and write report with recommendations

Payment Schedule

For all services (i.e., the aforementioned tasks) CIBHS shall submit monthly invoices for actual costs and fees incurred for services provided under the California Work Opportunity Responsibility to Kids (CalWorks) Program's SOW and based on the Fee Schedule. CIBHS shall submit all relevant supporting documentation along with monthly invoices and maintain copies of all other documents which will be made available to DMH at any time for audit purposes. Payment shall be based upon actual costs incurred up to the maximum indicated in the CalWORKs Fee Schedule.

Each payment shall be made only upon approval by the designated DMH program representative following review and determination that CIBHS has satisfactorily performed tasks in each respective deliverable as stated in the SOW. Overhead shall be included at the rate of 15% of invoiced expenses.

Fee Schedule

CONTRACT MAXIMUM BY YEAR	Deliverables	Overhead	Total
FY 2016-17	**$91,000**	**$13,650**	**$104,650**
FY 2017-18	**$81,500**	**$12,225**	**$93,275**
FY 2018-19	**$88,761**	**$13,314**	**$102,075**
TOTAL CONTRACT AMOUNT	**$261,261**	**$39,189**	**$300,000**

DELIVERABLES/FEE SCHEDULE/TARGET DATES	TARGETED DELIVERY DATE	ALLOCATION PER YEAR
Deliverables required each Contract/Fiscal Year		
OUTCOME MONITORING		**$38,000**
* A training of provider staff (annually in October)	November 1, 2017	$2,000
* Maintain and update online survey; collect and analyze data quarterly, Provide annual summary report	June 30, 2017	$23,000
Provide HIPAA secure data base for provider data entry and storage (Monthly cost of $1,000)	Monthly	$13,000
TRAINING		**$10,000**
Specialized trainings in IPS employment services for providers delivered on-site	Monthly	$10,000

SPECIAL STUDIES (see footnote)		**$15,000**
Design study and data collection tools	Sept. 30, annually	$4,000
Assist in collecting data, analyze data and write report with recommendations	June 30, annually	$11,000
TOTAL ANNUAL COST		**$63,000**

Deliverables for FY 2016-17		
QUALITY IMPROVEMENT		**$28,000**
Training and Support by NIATX experts (during FY 2016-17)	By November 15, 2016	$18,000
Support to providers, data collection and analysis of projects performed by individual providers (During FY 2016 and 2017)	Report due by June 30, 2017	$10,000
OVERHEAD AT 15% of total of $91,000 for FY 2016-17		**$13,650**

Deliverables for FY 2017-18		
IPS PHASE IIIA		**$18,500**
Develop Research Design and negotiate data collection with DPSS and contract with SSRC	November 1, 2018	$4,000
Create data collection instruments and design study group matching	October 15, 2017	$7,000
Conduct first half of client Interviews	March 30, 2018	$7,500
OVERHEAD AT 15% of total of $81,500 for 2017-18		**$12,225**

Deliverables for FY 2018-19		
IPS PHASE IIIB		**$25,761**
Conduct second half of client Interviews	March 30, 2019	$7,500
* Collect and analyze data and create a published final report	March 30, 2019	$18,261
OVERHEAD AT 15% of total of $88,761 for FY 2018-19		**$13,314**

At DMH's sole discretion, amounts in subcategories may change to adapt to DMH CalWORKs Program Administration's priorities.

CIBHS shall submit Program questions and invoices to:

County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 3rd Floor
Los Angeles, CA 90020
Telephone: (213) 738-2819
ATTN: Dolorese Daniel, District Chief

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II. **Functional Family Therapy Training and Consultation**

Functional Family Therapy (FFT) is a family-based prevention and intervention program which has been found to be successful in helping at risk probation youth and their families. The intervention focuses on strength found in the family, community , school and neighborhood. The FFT model allows for successful intervention in complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive.

In order to achieve strong outcomes, FFT requires extensive training of clinicians, close practice-specific clinical supervision and sophisticated tracking of clinical outcomes. FFT team clinicians are required to obtain on-going FFT training and consultation to remain certified before they render FFT services to clients who are Probation youth at risk of out of home placement.

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

As more fully described below, CIBHS shall provide training services, including planning meetings, clinical trainings, teleconference coaching and evaluation support in order to enable FFT programs to maintain their FFT licenses, as follows:

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

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

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

- CIBHS is not responsible for travel costs of Star View Adolescent Center, Inc. and SHIELDS for Family Project, Inc. staff.

CIBHS shall submit annual written invoices at the end of the fiscal year for training of FFT teams. CIBHS shall be reimbursed at a flat rate of $8,000 per each FFT team that

has received training services as described above. No additional amount shall be paid to CIBHS for its overhead or administrative fees. The total annual reimbursements for these services shall not exceed **$24,000.** CIBHS written invoices shall include all relevant supporting documents.

CIBHS shall submit Program questions and written invoices to:

County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 6th Floor
Los Angeles, CA 90020
Telephone: (213) 738-2895
ATTN: Terri Boykins, Deputy Director

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III. Mental Health Services Act (MHSA) Consultation

CIBHS shall provide at DMH's request and upon approval by DMH, technical assistance, facilitation, and consultation to the Planning Division, MHSA Implementation Teams, Executive Management Team, and any stakeholders' group designated by DMH in the following areas:

- CIBHS shall provide training resources, specifically to the Planning Division and MHSA Implementation Teams in the following areas:
    - Community engagement strategies
    - MHSA Trainings
    - Facilitation of countywide workgroups
    - Training conference
    - Staff specialty skills development
- CIBHS shall conduct and facilitate stakeholder group processes as requested by DMH for consensus building on the implementation and planning of the Mental Health Services Act.
- CIBHS shall prepare, produce, review, and revise necessary documents to complete the planning process and implementation process for various MHSA plans specified by DMH.
- CIBHS shall provide advice, technical support and facilitation to DMH pertaining to DMH's submittal of any on-going and future MHSA plans (Plan) to the State such as revisions required by the State for Plan approval, facilitation of consensus building among all participants and organizations affected by the Plan, and the Mental Health Commission and the Board of Supervisors.
- CIBHS shall provide planning / strategic advice to DMH on the development and implementation of MHSA plans: capital facilities and technology, workforce education and training, prevention and early intervention, and innovative plans.
- CIBHS shall provide training services on-site and coaching of staff and supervisors on MHSA related programs and processes as requested by DMH.
- CIBHS shall evaluate DMH's MHSA implementation as part of a statewide learning collaborative study of MHSA implementation by eight (8) counties (Humboldt, Kern, Los Angeles, San Mateo, Santa Clara, Santa Cruz, Stanislaus, and Ventura).

DMH will reimburse CIBHS on a per project basis, based upon a mutually agreed upon amount per project, to be agreed upon in advance, with an overhead administrative fee of 8.7%.

CIBHS shall submit written invoices with all relevant supporting documentation. Total annual reimbursements for services provided shall not exceed **$200,000.**

CIBHS shall submit Program questions and invoices to:

County of Los Angeles-Department of Mental Health
550 S. Vermont Ave., 12th Floor
Los Angeles, CA 90020
Telephone: (213) 738-4105
ATTN: Angel Baker, Division Chief

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

Functional Family Therapy Community Development Team Consultation Training comprises three components: A) Supervision Training (Building Self-Sufficiency), B) Ongoing Partnership (Quality Assurance/Quality Improvement) and C) Replacement Staff Training which occurs as necessary due to staff attrition. The Community Development Team (CDT) model is an enhanced version of Functional Family Therapy (FFT). CDT was developed by CIBHS. The CDT model will assist DMH in monitoring, evaluating, and collecting data on the FFT evidence-based practice.

A) Supervision Training (Building Self-Sufficiency)

The goal of the Supervision Training phase is to assist the Long Beach Child and Adolescent Program service site (Service Site) in creating greater self-sufficiency in FFT, while also maintaining and enhancing Service Site adherence and competence in the model. This phase increases the Service Site's FFT Service Site Supervisor's (Site Supervisor's) high competency in supervision/consultation to the FFT model.

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

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

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

4. CIBHS shall provide Bi-Annual Program Performance Outcome Evaluation Reports on their review of service delivery trends and outcomes that are generated based on CSS data entered by FFT practitioners at the Service Site.

B) **Quality Assurance/Quality Improvement (Ongoing Partnership)**

The goal of the Quality Assurance/Quality Improvement phase is to maintain sustainable FFT team model-adherence to ensure the Service Site remains FFT certified. The LBCAP FFT team needs to be trained annually to meet the minimum requirements to remain FFT site certified.

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

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

3. On-going access to the Clinical Services System (CSS) to measure team and practitioner adherence.

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

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

C) Functional Family Therapy Replacement Staff Training

The Replacement Training Series is designed for program service sites which will replace practitioners due to staff attrition or to support program growth. The training is offered by CIBHS bi-annually: January training in the Los Angeles area and July training in the Sacramento area. LBCAP FFT team can attend such training either in January or in July.

CIBHS shall provide FFT CDT training and consultation services for the replacement of one FFT-trained staff member, which consists of all of the elements of the original FFT CDT training:

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

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

CIBHS is not responsible for DMH LBCAP FFT team travel costs.

Deliverables Schedule

Upon satisfactory completion of each deliverable, DMH shall pay to CIBHS the following amounts based upon CIBHS's actual cost invoices but not to exceed the specified Maximum Allocation amount.

DELIVERABLES – PAYMENT SCHEDULE FY 2016-2017, 2017-2018, 2018-2019	**Maximum Allocation**
Implementation Phases 2016-2017	
B. Quality Assurance/Quality Improvement Phase: 1. Monthly Site Supervisor phone consultation with California Statewide FFT Consultation 2. Monthly Administrator and Site Supervisor conference calls with CIBHS 3. Ongoing access to the CSS database 4. Bi-annual Program Performance Outcome Evaluation Reports 5. One (1), two-day clinical training at the California Annual FFT Symposium	**$8,000**
C. Replacement Staff Training: 1. One, three-day initial Clinical training 2. Three, two-day Follow-Up trainings	**$3,000**
Implementation Phases	

2017-2018	
A. Supervision Training: 1. Two, two-day Site Supervisor trainings by the National FFT Training Center 2. Bimonthly one-hour teleconference consultation calls with the Site Supervisor and FFT National Consultant. 3. Monthly Administrator and Site Supervisor calls with CIBHS. 4. Bi-annual Program Performance Outcome Evaluation Reports and ongoing access to the CSS database	**$9,000**
B. Quality Assurance/Quality Improvement: 1. Monthly Site Supervisor phone consultation with California Statewide FFT Consultation 2. Monthly Administrator and Site Supervisor conference calls with CIBHS 3. Ongoing access to the CSS database 4. Bi-annual Program Performance Outcome Evaluation Reports 5. One (1), two-day clinical training at the California Annual FFT Symposium	**$8,000**
C. Replacement Staff Training: 1. One, three-day initial Clinical training 2. Three, two-day Follow-Up trainings	**$3,000**
Implementation Phases 2018-2019 **A. Supervision Training:** 1. Two, two-day Site Supervisor trainings by the National FFT Training Center 2. Bimonthly one-hour teleconference	**$9,000**

consultation calls with the Site Supervisor and FFT National Consultant. 3. Monthly Administrator and Site Supervisor calls with CIBHS. 4. Bi-annual Program Performance Outcome Evaluation Reports and Ongoing access to the CSS database **B. Quality Assurance/Quality Improvement:** 1. Monthly Site Supervisor phone consultation with California Statewide FFT Consultation 2. Monthly Administrator and Site Supervisor conference calls with CIBHS 3. Ongoing access to the CSS database 4. Bi-annual Program Performance Outcome Evaluation Reports 5. One (1), two-day clinical training at the California Annual FFT Symposium	**$8,000**
C. Replacement Staff Training: 1. One, three-day initial Clinical training **2.** Three, two-day Follow-Up trainings	**$3,000**
Maximum Allocation Amount	**$51,000**

CIBHS shall submit program questions and invoices to**:**

County of Los Angeles-Department of Mental Health
Service Area 8 Administration
100 Oceangate Ave., Suite 550
Long Beach, CA 90802
ATTN.: Youngsook Kim-Sasaki, District Chief.
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V. AGGRESSION REPLACEMENT THERAPY TRAINING (PEI Services)

1. OVERVIEW

Aggression Replacement Training (ART) is a multimodal psychoeducational intervention designed to alter the behavior of chronically aggressive adolescents and young children. The goal of ART is to improve social skill competence, anger control, and moral reasoning. The program incorporates three specific interventions: skill-streaming, anger control training, and training in moral reasoning. Skill-streaming uses modeling, role-playing, performance feedback, and transfer training to teach prosocial skills. In anger control training, participating youths must bring to each session one or more descriptions of recent anger-arousing experiences (hassles), and over the duration of the program they are trained how to respond to their hassles. Training in moral reasoning is designed to enhance youths' sense of fairness and justice regarding the needs and rights of others and to train youths to imagine the perspectives of others when they confront various moral problem situations.

2. DELIVERABLES

CIBHS shall provide A) Training in the ART model and B) Technical Assistance and Consultation Support to DMH directly operated clinics' and contracted agencies' clinical staff in order to effectively implement the ART model. CIBHS shall perform the deliverables as follows:

A. Training

i. CIBHS shall plan, coordinate, and prepare ART trainings in FY 2016-17 through FY 2018-19 in coordination with DMH staff according to the training details described in the below Fee Schedule.

ii. CIBHS shall provide DMH a curriculum with a syllabus, learning objectives, methodology, and information regarding trainers, and training schedules. CIBHS will ensure that the curriculum is in alignment with the DMH PEI Plan, guidelines, and DMH PEI specified outcomes. CIBHS will ensure that any substantive changes to the approved curriculum are approved by DMH prior to implementing such changes.

iv CIBHS shall schedule and organize trainers who are experts in the ART program to conduct the trainings throughout Los Angeles County.

v CIBHS shall provide orientation and information to agency executives, program managers, and training coordinators about the implementation of the ART program.

vi CIBHS shall provide training to direct service practitioners (2-day initial clinical training) in the implementation of the ART program.

vii CIBHS shall ensure that syllabi, materials, and handouts necessary for trainings are provided to trainees in advance of the ART trainings. Topics will include, but not necessary be limited to, information on current research, implementation of evidence-based and promising practices, system-wide issues to be addressed, participation of consumers and family members in treatment, motivational interviewing, stages of change, screening and assessment tools, delivery of services, etc.

viii CIBHS shall provide each participant with training materials; the maximum allowable cost for training materials shall not exceed $75.00 per participant.

ix CIBHS shall provide booster trainings (1-day training) to trainees to follow up on the initial trainings, provide additional information, as well as review and critique clinical experience to date.

x CIBHS shall provide consultation support and video tape review (2 video tapes per person and report findings to DMH for the implementation of the ART program to direct service practitioners and supervisors. The maximum allowable cost for consultation support and video tape review shall not exceed $1,500.00 per cluster (a cluster is 5-8 practitioners).

xi CIBHS shall provide training to Agency Trainers (2-day Agency Trainer training) in the sustainability of the ART program. “Agency Trainers” are staff identified by a DMH contract provider to conduct in-house training and support only for staff at the DMH contract provider. Agency Trainers are approved to conduct training for only the DMH contract provider under whose auspices they were selected and trained. This approval is not transferable to other DMH contract providers or DMH operated clinics if the staff later moves to another agency or clinic.

xii CIBHS shall provide consultation support and video tape review to each Agency Trainer.

Xiii CIBHS shall obtain authorization of Continuing Education units for participants.

xiv CIBHS shall provide ART training at the PEI EBP Training Symposiums as scheduled.

Xv CIBHS shall prepare evaluations to be distributed to participants in each training session, assessing the learning that took place and the effectiveness of ART training given by CIBHS. This information will be used to adjust

subsequent training session focus and approaches. CIBHS shall provide summaries of evaluations to DMH as requested and/or on a quarterly basis.

B. Technical Assistance and Consultation Support

i. CIBHS shall participate in ongoing meetings and conferences with DMH and other designated agency staff as needed to ensure that training needs and expected outcomes are met.

ii. CIBHS shall maintain collaborative relationships with representatives of the various DMH sections, including PEI administration, Deputy Directors, age group leads, Service Area District Chiefs, and other staff involved in the implementation of the ART program to ensure that the training and consultation will produce the appropriate practical data.

iii. CIBHS shall provide implementation planning to contract agencies and directly operated clinical staff in advance of the ART clinical training.

3. TIMELINE

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

B. Consultation sessions shall commence with trained participants according to the timeline agreed upon by participants and supervisors and conclude within 18 months after the last training session or the conclusion of this Agreement, whichever is earlier.

4. PAYMENT SCHEDULE

A. For all services, CIBHS shall submit monthly invoices for actual costs and fees incurred for services provided under this SOW Training Fee Schedule on the Training Invoice Form designated by DMH. CIBHS shall submit all relevant supporting documents together with the Training Invoice and keep copies of all other documents available to DMH at any time for review and for audit purposes. Payment shall be based on the actual costs incurred up to the maximum indicated in the itemized Training Fee Schedule

B. Each payment shall be made only upon approval by the designated DMH program representative following review and determination that CIBHS has satisfactorily performed all tasks in each respective Deliverable as stated in the SOW.

C. Payment shall be made as indicated in the following Fee Schedule.

FEE SCHEDULE
AGGRESSION REPLACEMENT THERAPY TRAININGS
FOR FY 2016-17 THROUGH FY 2018-19

AGGRESSION REPLACEMENT TRAINING FEE SCHEDULE			
1. TRAINING			
A. INITIAL TRAINING {2 day training)			
Capacity (Number of Attendees)	24 per session (total 72)		$22,800
Number of Sessions	3		
Training Fees	$5,600 per session	$16,800	
Travel Costs (Based on actual costs)	$2,000/ training	$6,000	
		Subtotal Initial Training Fees	
B. TRAINING BOOSTER (1 day training)			
Capacity (Number of Attendees)	24 per session (total 72)		$12,900
Number of Sessions	3		
Training Fees	$2,800 per session	$8,400	
Travel Costs (Based on actual costs)	$1,500/training	$4,500	
		Subtotal Training Booster Fees	
C. AGENCY TRAINER TRAINING (2 day training)			
Capacity (Number of Attendees	5 per session (total: 10)		$33,000
Number of Sessions	2		
Training Fees	$16,500 per session	$33,000	
D. TRAINING MATERIALS			
ART Training books and handouts (Based on actual costs)	$75 per participant x 72	$5,400	$8,400
ART Training books and handouts (for Agency Trainer Trainees)Based	$75 per participant x 40	$3,000	
2. TECHNICAL ASSISTANCE AND CONSULTATION			
A. TECHNICAL ASSISTANCE			
Rate per cluster (cluster is 8 participants)	$1,500		$7,500
Total number of clusters	5 Clusters	$7,500	
		Maximum Total Technical Assistance	
B. CONSULTATION SUPPORT			
Consultation with Agencies and DMH	$300/hours x 18 hours	$5,400	$5,400
		Maximum Total: Consultation Support	

GRAND TOTAL ALL TRAINING COSTS	$90,000

VI. FUNCTIONAL FAMILY THERAPY (PEI Services)

1. OVERVIEW

Functional Family Therapy (FFT) is a family-based, short-term prevention and intervention program for acting-out youths, ages 11-18. FFT focuses on risk and protective factors that impact the adolescent, specifically intra-familial and extra-familial factors, and how they present and influence the therapeutic process. Major goals are to improve family communication and supportiveness while decreasing intense negativity characteristic of these families. Five major components: engagement in change, motivation to change, relational/interpersonal assessment and planning for behavioral change, behavioral change, and generalization of behaviors.

2. DELIVERABLES

CIBHS shall provide A) Training and B) Technical Assistance and Consultation for the FFT model to DMH directly operated clinics' and contracted agencies' clinical staff in order to effectively implement the FFT model. CIBHS shall perform the deliverables in this SOW as follows:

A. Training

i. CIBHS shall plan, coordinate and prepare FFT trainings in FY 2016-17 through 2018-19 in coordination with DMH staff according to the training details on the attached Fee Schedule.

ii. CIBHS shall provide DMH a curriculum with a syllabus, learning objectives, methodology, and information regarding trainers, and training schedules. CIBHS will ensure that the curriculum is in alignment with the DMH PEI Plan, guidelines, and DMH PEI specified outcomes. CIBHS will ensure that any substantive changes to the approved curriculum are approved by DMH prior to implementing such changes.

iii. CIBHS shall schedule and organize trainers who are experts in the FFT program to conduct the trainings throughout Los Angeles County.

iv. CIBHS shall provide orientation and information to agency executives, program managers, and training coordinators about the implementation of the FFT program.

v. CIBHS shall ensure that syllabi, materials, and handouts necessary for trainings are provided to trainees in advance of the FFT trainings. Topics will include, but not necessary be limited to, information on current research, implementation of evidence-based and promising practices, system-wide issues to be addressed, participation of consumers and family

members in treatment, motivational interviewing, stages of change, screening and assessment tools, delivery of services, etc.

vi. CIBHS shall provide the following FFT training services described below and in the FFT Fee Schedule:

a. Phase I

i. Introduction and Implementation Planning Meetings (or webcasts)

ii. Initial FFT Implementation and Clinical Service System (CSS) Training (in person or webcast)

iii. FFT Initial 3-day Clinical Training

iv. Weekly FFT National Consultation Calls

v. 1st On-Site 2-day Follow-Up Training

vi. 2nd On-Site 2-day Follow-Up Training

vii. 3rd On-Site 2-day Follow-Up Training

viii. FFT Second 2-day Clinical Training

ix. FFT Externship (3 separate training events across 3 consecutive months at a designated FFT Externship site. Each training is 3-days; total of 9-days of training)

b. Phase II

i. Site Supervisor 2-day Training #1

ii. Twice-Monthly FFT National Consultation Calls with the Site Supervisor

iii. Site Supervisor 2-day Training #2

iv. Monthly Administrator and Site Supervisor Consultation Calls with CIBHS (ongoing)

v. Consistent use of the CSS

vi. FFT web bulletin board

vii. Outcome evaluation reports

c. Phase III

i. California Annual 2-day Symposium (Site Supervisor)

ii. Monthly Consultation Calls for Site Supervisor

iii. Continued use of the CSS

iv. Bi-annual Program Performance Dashboard Evaluation Reports

v. Annual Certification

d. Replacement Training Series

i. FFT Initial 3-day Replacement Training

ii. 1st 2-day Follow-Up Replacement Training

iii. 2nd 2-day Follow-Up Replacement Training

iv. 3rd 2-day Follow-Up Replacement Training

v. CIBHS shall provide each participant with training materials.

vi. CIBHS shall prepare evaluations to distribute to participants in each training session, assessing the learning that took place and the effectiveness of FFT training by CIBHS. This information will be used to adjust subsequent training session focus and approaches. CIBHS will provide summaries of evaluations to DMH as requested and/or on a quarterly basis.

vii. CIBHS shall assist in the authorization of Continuing Education units for participants. [what does this mean—what are they to do? Assist who? If it's there training shouldn't they be responsible for this?]

B. <u>Technical Assistance and Consultation Support</u>

i. CIBHS shall participate in ongoing meetings and conferences with DMH and other designated agency staff as needed to ensure that training needs and expected outcomes are met.

ii. CIBHS shall maintain collaborative relationships with representatives of the various DMH sections, including PEI administration, Deputy Directors, age group leads, Service Area District Chiefs, and other staff involved in the implementation of the FFT program to ensure that the training and

consultation will meet services requirements and produce the appropriate practical data.

iii. CIBHS shall advise agencies of recommendations to improve their FFT programs, and advise DMH of any improvements required for any agencies providing FFT services.

3. TIMELINE

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

B. Consultation sessions shall commence with trained participants according to the timeline agreed upon by participants and supervisors and conclude within 18 months after the last training session or the conclusion of this Agreement, whichever is earlier.

4. PAYMENT SCHEDULE

A. For all services, CIBHS shall submit monthly invoices for actual costs and fees incurred for services provided under this SOW Training Fee Schedule on the Training Invoice Form designated by DMH. CIBHS shall submit all relevant supporting documents together with the Training Invoice and keep copies of all other documents available to DMH at any time for audit or review purposes. Payment shall be based on the actual costs incurred up to the maximum indicated in the itemized Training Fee Schedule

B. Each payment shall be made only upon approval by the designated DMH program representative following review and determination that CIBHS has satisfactorily performed all tasks in each respective Deliverable as stated in the SOW.

C. Payment shall be made as indicated in the following Fee Schedule.

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FEE SCHEDULE
FUNCTIONAL FAMILY THERAPY
FOR FY 2016-17 THROUGH FY 2018-19

FUNCTIONAL FAMILY THERAPY FEE SCHEDULE			
1. TRAINING			
A. PHASE I TRAINING			
Capacity (Number of Attendees)	8 per session (total 16)		$97,000
Number of Sessions	2		
Training Fees	$40,000 per session	$80,000	
Travel Costs (Based on actual costs)	$8,500/ training	$17,000	
		Subtotal Phase I Training Fees	
B. PHASE II TRAINING			
Capacity (Number of Attendees)	8 per session (total 16)		$33,000
Number of Sessions	2		
Training Fees	$15,000 per session	$30,000	
Travel Costs (Based on actual costs)	$1,500/training	$3,000	
		Subtotal Phase II Training Fees	
C. PHASE III TRAINING			
Capacity (FFT Sites	14		$112,000
Training Fees (per FFT Site)	$8,000 per FFT Site	$112,000	
		Subtotal Phase III Training Fees	
D. REPLACEMENT TRAINING SERIES			
Capacity (Number of Attendees)	16 per session (total 16)		$48,000
Number of Sessions	1	$48,000	
Training Fees	$48,000 per session		
Travel Costs (Included in Training Fee)	$0		
2. TECHNICAL ASSISTANCE AND CONSULTATION SUPPORT			
Technical Assistance and Consultation Support	$300/hours x 33.3 hours	$10,000	$10,000
		Maximum Total Technical Assistance	
		GRAND TOTAL: ALL TRAINING COSTS	**$300,000**

VII. PROGRAM TO ENCOURAGE ACTIVE, REWARDING LIVES FOR SENIORS (PEI Services)

1. OVERVIEW

Program to Encourage Active Rewarding Lives for Seniors (PEARLS) is a highly effective method designed to reduce depressive symptoms and to improve the quality of life in older adults and in all-age adults with epilepsy. During six to eight sessions that take place in the client's home and focus on brief behavioral techniques, PEARLS Program counselors empower individuals to take action and make lasting changes so that they can lead more active and rewarding lives. As a national evidence-based program for treating depression, PEARLS integrates a number of proven treatment strategies that can be tailored to meet the unique needs of every client.

2. DELIVERABLES

CIBHS shall provide A) Training and B) Technical Assistance and Consultation Support for the PEARLS model to DMH directly operated clinics' and contracted agencies' clinical staff in order to effectively implement the PEARLS model. CIBHS shall perform the deliverables in this SOW as follows:

A. Training

i. CIBHS shall plan, coordinate and prepare PEARLS trainings in FY 2016-17 through FY 2018-19 (for a total of three trainings) in coordination with DMH staff according to the training details on the attached Fee Schedule.

ii. CIBHS shall provide DMH and trainees with curriculum with a syllabus, learning objectives, methodology, and information regarding trainers, and training schedules. CIBHS will ensure that the curriculum is in alignment with the DMH PEI Plan, guidelines, and DMH PEI specified outcomes. CIBHS will ensure that the curriculum is approved by DMH and any substantive changes to the approved curriculum are approved by DMH prior to implementing such changes.

iii. CIBHS shall schedule and organize trainers who are experts in the PEARLS program to conduct the trainings throughout Los Angeles County.

iv. CIBHS shall provide orientation and information to agency executives, program managers, and training coordinators about the implementation of the PEARLS program.

v. CIBHS shall provide training (2 days) to supervisors and direct service practitioners in the implementation of the PEARLS program.

vi. CIBHS shall ensure that syllabi, materials, and handouts necessary for trainings are provided to trainees in advance of the PEARLS trainings. Topics will include, but not necessary be limited to, information on current research, implementation of evidence-based and promising practices, system-wide issues to be addressed, participation of consumers and family members in treatment, motivational interviewing, stages of change, screening and assessment tools, delivery of services, etc.

vii. CIBHS shall provide each participant with training materials.

viii. CIBHS shall prepare evaluations to distribute to participants in each training session, assessing the learning that took place and the effectiveness of PEARLS training by CIBHS. This information will be used to adjust subsequent training session focus and approaches. CIBHS will provide summaries of evaluations to DMH as requested and/or on a quarterly basis.

ix. CIBHS shall provide consultation support for the implementation of the PEARLS program to direct service practitioners and supervisors.

x. CIBHS shall obtain authorization of Continuing Education units for participants.

xi CIBHS shall provide PEARLS training at the PEI EBP Training Symposium as scheduled.

B. Technical Assistance and Consultation Support

i. CIBHS shall participate in ongoing meetings and conferences with DMH and other designated agency staff as needed to ensure that training needs and expected outcomes are met.

ii. CIBHS shall maintain collaborative relationships with representatives of the various DMH sections, including PEI administration, Deputy Directors, age group leads, Service Area District Chiefs, and other staff involved in the implementation of the PEARLS program to ensure that the training and consultation will produce the appropriate practical data.

iii. CIBHS shall advise agencies of recommendations to improve their PEARLS programs, and advise DMH of any improvements required for any agencies providing PEARLS services.

3. TIMELINE

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

B. Consultation sessions shall commence with trained participants according to the timeline agreed upon by participants and supervisors and conclude within 12 months after the last training session or the conclusion of this Agreement, whichever is earlier.

4. PAYMENT SCHEDULE

A. For all services, CIBHS shall submit monthly invoices for actual costs incurred based on the fees specified n the Fee Schedule for services provided under this SOW on the Training Invoice Form designated by DMH. CIBHS shall submit all relevant supporting documents together with the Training Invoice and keep copies of all other documents available to DMH at any time for audit purposes. Payment shall be based on the actual costs incurred up to the maximum fee indicated in the itemized PEARLS Fee Schedule

B. Each payment shall be made only upon approval by the designated DMH program representative following review and determination that CIBHS has satisfactorily performed all tasks in each respective Deliverable as stated in the SOW.

C. Payment shall be made as indicated in the following Fee Schedule.

/

FEE SCHEDULE

PROGRAM TO ENCOURAGE ACTIVE, REWARDING LIVES FOR SENIORS
FOR FY 2016-17 THROUGH FY 2018-19

PEARLS FEE SCHEDULE			
1. TRAINING			
A. INITIAL TRAINING (2-day training)			
Capacity (Number of Attendees)	60 per session (total trainees = 240)		$199,644
Number of Trainers	4 trainers		
Number of Sessions	3		
Travel Costs	Included		
Cost per Initial Training	$66,548	$199,644	
		Subtotal Initial Training Fees	
B. TRAINING MATERIALS			
PEARLS Workbooks	$15 x 70 workbooks = $1,050		$4,800
Shipping and Handling	$150		
Cost per training	Subtotal	$1,200 x 4	
		Subtotal Training Materials	
2. TECHNICAL ASSISTANCE AND CONSULTATION SUPPORT			
A. TECHNICAL ASSISTANCE AND CONSULTATION SUPPORT			
Monthly 2-hour consultation calls for 12 mo.	24 telephone consult hrs. @300/hour		$49,556
Cost per training / # of sessions	$7,200 x 6	$43,200	
Consultation Services	$300/hour x 21.18 hours	$6,356	
		Total Technical Assistance and Consultation Support	
		GRAND TOTAL: ALL TRAINING COSTS	**$254,000**

CIBHS shall submit program questions to**:**
County of Los Angeles-Department of Mental Health
Lillian Bando, Program Manager III/District Chief
695 S. Vermont 5th Floor Suite 100
Los Angeles, CA 90005
Telephone No. (213) 251-6710

CIBHS shall submit PEI (ART, FFT, & PEARLS) Invoices to:
County of Los Angeles-Department of Mental Health
Provider Reimbursement Unit/
Accounting Division
550 So. Vermont Ave.,
Los Angeles, CA 90020
ATTN: Mike Motodani, Division Chief

California Institue for Behavioral Health Solutions

Fiscal Years 2016-17, 2017-18 and 2018-19
Exhibit B
Funding Sources

Funding Sources	FY 2016-17	FY 2017-18	FY 2018-19
DPSS-CalWORKS	$ 100,000	$ 100,000	$ 100,000
Probation -FFT (Star View & SHIELDS for Family Project)	24,000	24,000	24,000
MHSA Consultation	200,000	200,000	200,000
MHSA FFT CDT Long Beach Child and Adolescent	11,000	20,000	20,000
PEI EBP ART	30,000	30,000	30,000
PEI EBP FFT	100,000	100,000	100,000
PEI EBP PEARLS	84,667	84,667	84,667
Total Compensation Amount (TCA)	$ 549,667	$ 558,667	$ 558,667

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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 a 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.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:_____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

EXHIBIT F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ 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, consultants, 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: _____

POSITION: _____

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.

E. "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)

SAFELY SURRENDERED BABY LAW

EXHIBIT H

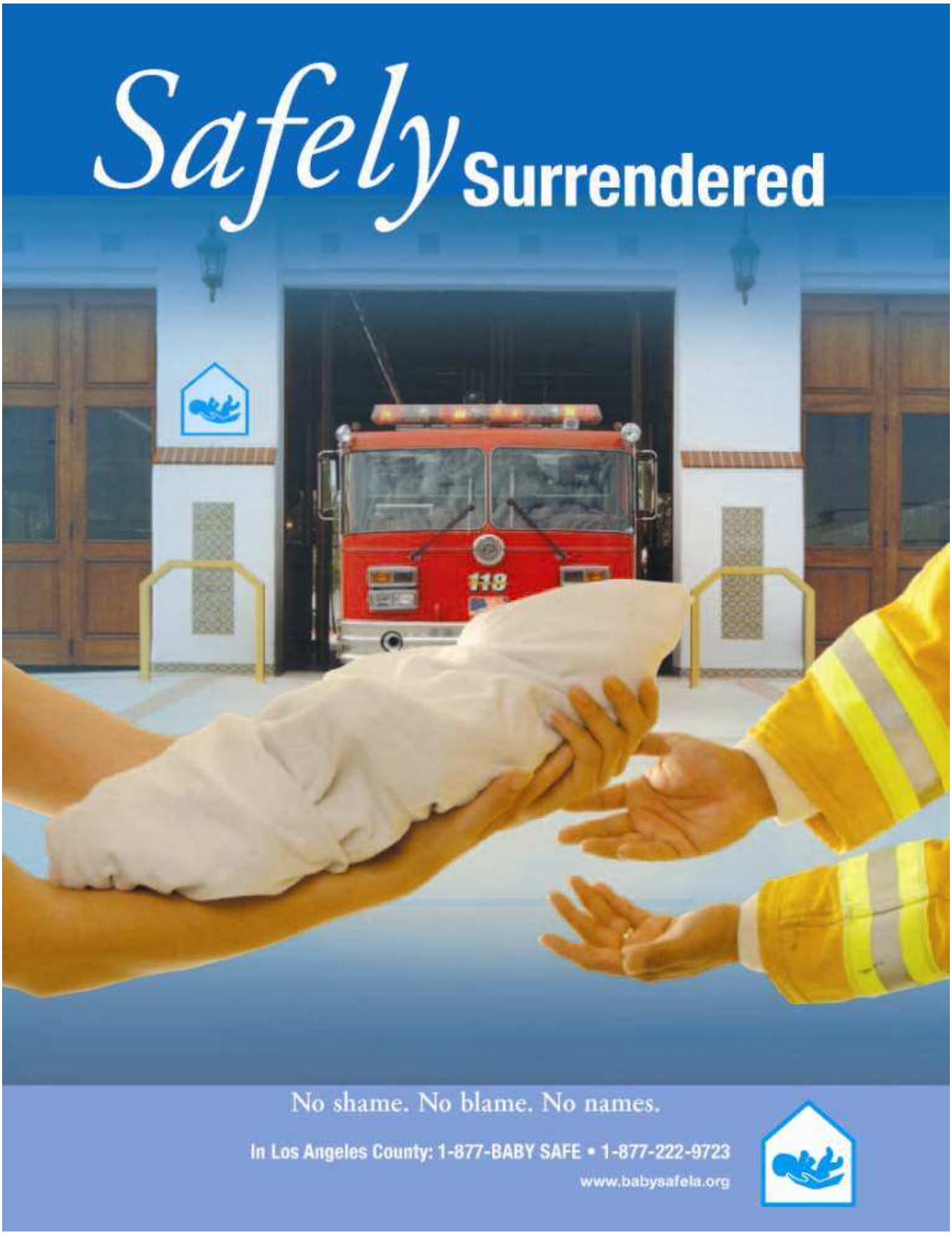

Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT H

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.

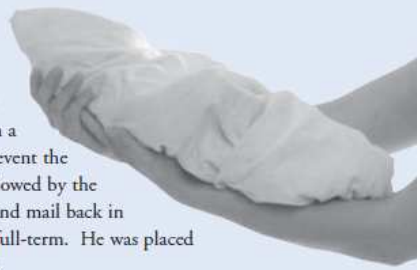
What happens to the parent or surrendering adult?

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.

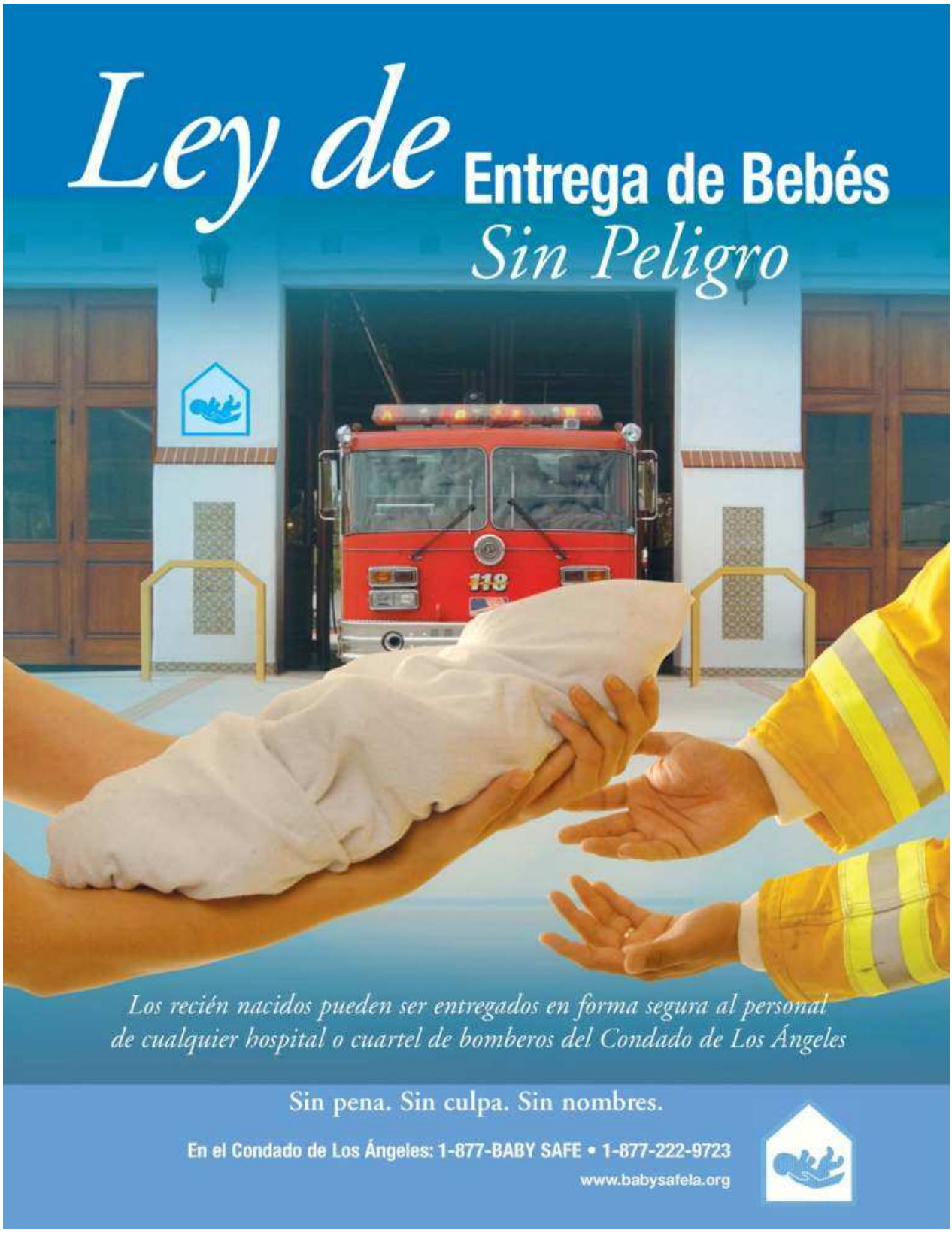

Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT H

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

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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.

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”)

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 C.F.R. § 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 Covered Entity’s applicable 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 or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held

confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

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 knowledge 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 Privacy Officer at: Chief 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 knowledge 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. <u>INDEMNIFICATION</u>

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 service 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 11, 14, and 18 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 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 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 return or destruction of Protected Health Information is not feasible or 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 for which destruction or return is infeasible or 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 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 That 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.

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

Attachment II

SOLE SOURCE CHECKLIST
California Institute for Behavioral Health Solutions

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS *Identify applicable justification and provide documentation for each checked item.*
✓	➢ **Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source is a given market exists, a monopoly does not exist."** California Institute for Behavioral Health Solutions (CIBHS) will provide technical assistance, facilitation, consultation, and training to DMH and its providers on a variety of programs and evidence based practices, including Functional Family Therapy (FFT), Aggression Replacement Therapy (ART), and Program to Encourage Active, Rewarding Lives for Seniors (PEARLS). CIBHS is the only State authorized training organization in California for DMH's multi-ethnic and multicultural child and adolescent Functional Family Therapy Program, which serve emotionally disturbed, dysfunctional youth. Moreover, the developers of ART, FFT, and PEARLS have identified CIBHS to serve as the entity in California that is authorized to serve as a partner and as purveyors of the ART, FFT, and PEARLS EBPs.
	➢ **Compliance with applicable statutory and/or regulatory provisions.**
	➢ **Compliance with State and/or federal programmatic requirements.**
	➢ **Services provided by other public or County-related entities.**
	➢ **Services are needed to address an emergent or related time-sensitive need.**
	➢ **The service provider(s) is required under the provisions of a grant or regulatory requirement.**
✓	➢ **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.** Under the new agreement, CIBHS will conduct the Phase III research project on the efficacy of IPS with CalWORKs mental health participants. Phase III is a continuation and is necessarily building upon findings of Phases I and II research project performed under CIBHS's current expiring agreement.
	➢ **Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.**
	➢ **It is more cost-effective to obtain services by exercising an option under an existing contract.**
	➢ **It is the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the county.**

Matthew McKay — 6/9/2016

Authorized Representative,
Chief Executive Office

Date

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

ROBIN KAY, Ph.D.
Acting Director

DENNIS MURATA, M.S.W.
Acting Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

March 9, 2016

TO: Each Supervisor

FROM: Dennis Murata, M.S.W.
Acting Chief Deputy Director

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

This memo is to comply with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, which requires a six-month advance notice to the Board of expiring agreements. It is the Department of Mental Health's (DMH) intent to return to your Board within the next six months to request Board approval to enter into a new sole source Consultant Services Agreement with California Institute for Behavioral Health Solutions (CIBHS) as the current DMH sole source Consultant Services Agreement No. MH050144 and No. MH050040 with CIBHS, which are due to expire on June 30, 2016.

Currently DMH has two Consultant Services Agreements with CIBHS, and the following services are being provided under each agreement.

Consultant Services Agreement No. MH050144

1. Technical assistance, facilitation, and consultation to the DMH's Mental Health Services Act (MHSA) Implementation Teams, Executive Management Team, and the Stakeholders' groups.

2. Technical assistance to DMH's contractors in the development and implementation of an outcome measurement system for the California Work Opportunity and Responsibility to Kids (CalWORKs) program on Supported Employment, Individual Placement and Supports Model.

3. Staff training and consultation services on Functional Family Therapy (FFT) Evidence-Based Practice (EBP) to DMH's directly-operated clinics' and contractors' clinicians who provide services to at-risk youth that are in the juvenile justice, mental health, or child welfare systems.

4. Consultation, technical assistance and training for skill-building of mental health staff and advocates on assisting underserved individuals to utilize spiritual community supports in recovery, wellness and social inclusion.

Consultant Services Agreement No. MH050040

Consultation, technical assistance and/or training services to both DMH's and contractors' clinicians providing MHSA Prevention and Early Intervention (PEI) services on Aggression Replacement Therapy (ART), FFT, and Program to Encourage Active, Rewarding Lives for Seniors (PEARLS).

Moving forward, rather than enter into two separate agreements with CIBHS, it would be most efficient to negotiate and enter into one Consultant Services Agreement with CIBHS for most of the services as set forth in Agreement No. MH050144 and No. MH050040. The new agreement term will be for Fiscal Years 2016-17, 2017-18, and 2018-19. The total contract amount is estimated to be $1.8 million for the term of the agreement, funded by various funding sources such as MHSA, CalWORKs, and intra-fund transfer from the Probation Department.

CIBHS, formerly known as California Institute for Mental Health, is a private non-profit agency located in Sacramento, California. It was first established in 1993 by the California Mental Health Directors Association. Its mission is to support California public mental health systems through technical assistance, research, policy development, and evidence-based practices. CIBHS is the only mental health agency that has an established Center for Multicultural Development designed to improve access and services for ethnically and culturally diverse communities; and a Co-Occurring Disorders Technical Assistance Center that provides education and training services to agencies serving individuals with co-occurring mental health and substance abuse disorders.

CIBHS's important statewide role in supporting local public mental health systems is well recognized by the State legislation. This recognition led the former California State Department of Mental Health to select CIBHS to be the primary training entity in statewide projects such as implementation of Managed Care and the highly complex MHSA.

Additionally, CIBHS is the only State-authorized training organization in California for DMH's multi-ethnic and multi-cultural child and adolescent Functional Family Therapy Program, which serve emotionally disturbed, dysfunctional youth.

Moreover, the developers of ART, FFT, and PEARLS have identified CIBHS to serve as the entity in California that is authorized to serve as a partner and as purveyors of the

ART, FFT, and PEARLS EBPs. Education and Treatment Alternatives, Inc., the developer of ART EBP, solely contracts with CIBHS to provide the training on ART, a multimodal, psychoeducational intervention designed to alter the behavior of chronically aggressive adolescents and young children, solely in the state of California. Functional Family Therapy, LLC, the developer of FFT EBP has designated CIBHS as the only State-authorized training organization in California for DMH's multi-ethnic and multi-cultural child and adolescent FFT Program, which serves emotionally disturbed, dysfunctional youth. The University of Washington, the developer of PEARLS, has authorized CIBHS as the sole provider in Los Angeles County of PEARLS, an intervention designed to reduce depressive symptoms and improve the quality of life for older adults.

As one of the most recognized leaders within the State addressing the needs of the mentally ill, CIBHS is uniquely qualified as it has the expertise, experience, and personnel to provide the necessary consultation, training, and technical assistance as described above to support the DMH's directly-operated programs and contract providers serving the mentally ill population within the County of Los Angeles.

Unless otherwise instructed by your Board, DMH will enter into a sole source contract with CIBHS. DMH will work closely with both County Counsel and the Chief Executive Office during the contracting process.

If you have any questions or require additional information, please contact me at (213) 738-4978, or your staff may contact Angel Baker, Contracts Development and Administration Division, at (213) 738-4684.

DM:AB:SK:cc

c: Executive Office, Board of Supervisors
Health Deputies
Chief Executive Office
County Counsel
Robin Kay, Ph.D.
Lillian Bando
Angel Baker