COUNTY OF LOS ANGELES

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

SHEILA A. SHIMA
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

BOARD OF SUPERVISORS
GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

June 7, 2007

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

Dear Supervisors:

APPROVAL OF STATE MENTAL HEALTH SERVICES ACT AGREEMENT NO. 05-75524-000 WITH THE CALIFORNIA DEPARTMENT OF MENTAL HEALTH FOR FISCAL YEARS 2005-06, 2006-07, AND 2007-08 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and accept the California Department of Mental Health's (State) Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan Agreement No. 05-75524-000 (Attachment I) with the County of Los Angeles - Department of Mental Health (DMH), allowing DMH to provide mental health services relating to the development, implementation, and performance reporting of the MHSA through DMH's Three-Year Program and Expenditure Plan (CSS Plan), effective February 14, 2006 through June 30, 2008. The total Amount of this Agreement for the entire agreement period is $269,193,375. The amount for FY 2005-06 is $71,564,306, FY 2006-07 is $100,963,373, and FY 2007-08 is $96,665,696, respectively.

2. Authorize the Director of Mental Health (Director) or his designee to sign two (2) copies of the MHSA Agreement No. 05-75524-000 and forward both originals to the State.

3. Approve and instruct the Chairman of your Board to sign and execute an original Resolution (Attachment II), specifying that your Board has approved the MHSA Agreement No. 05-75524-000.

4. Delegate authority to the Director or his designee to accept future amendments to this Agreement in subsequent fiscal years, provided that appropriate notification of acceptance of the amendments is provided to your Board and the Chief Administrative Office (CAO) and to prepare, sign, and execute future amendments to this Agreement provided that: 1) approval of County Counsel and the CAO or their designees is obtained prior to such Amendment; 2) the Director of Mental Health shall notify the Board of Supervisors of the changes in writing within 30 days after execution of each Amendment; and 3) the period of the Agreement shall remain the same.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of this Agreement will enable DMH to formalize the County's agreement with the State to implement the CSS Plan as approved by your Board on May 9, 2006. The Agreement will function as the authorization instrument for disbursement of MHSA funds from the State.

Submission of this Board letter at this time, well after its beginning date, is due to the late submission of the Agreement to the County by the State and discussion regarding language changes in the Agreement; this submission meets the exemption criteria number two (2), noted in the Chief Administrative Officer's memo dated September 7, 2000, regarding timely submission for Board approval.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan, Programmatic Goal No. 7, "Health and Mental Health." Board approval will enable DMH to plan and continue to provide MHSA-CSS services to mental health consumers in Los Angeles County.

FISCAL IMPACT/FINANCING

There is no impact on net County cost.

The Agreement, effective February 14, 2006 through June 30, 2008, will provide funding in the amount of $71,564,306 for FY 2005-06, $100,963,373 for FY 2006-07, and $96,665,696 for FY 2007-08 for a total of $269,193,375, fully funded by the State of California. The funding for FY 2006-07 is higher in comparison because it also includes a one-time funding of $10,272,645. The Agreement will require DMH to provide mental health services relating to the development, implementation, and performance reporting of the MHSA CSS Plan.

The funding for FYs 2006-07 and 2007-08 is included in the Department's Adopted Budget and Proposed Budget, respectively.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The MHSA, adopted by the California electorate on November 2, 2004, creates a new and permanent revenue source, administered by the State, for the transformation and expanded delivery of mental health services provided by State and county agencies. The MHSA addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology, and training elements to effectively support the system. Components of the MHSA Plan will include the elements required by Welfare and Institutions (W&I) Code Section 5847 and related regulations including CSS, Prevention and Early Intervention, Education and Training, Innovations, and Capital Facilities and Technology. After initial implementation, MHSA requires localities to transition to development of an integrated plan for the comprehensive system. Funding provided through MHSA will be used to transform the current mental health system from one that focuses primarily on clinical services into one in which DMH can partner with clients, their families, and their communities to provide "whatever it takes" to enable mental health clients to attain their goals for recovery, and support the larger community in more effectively addressing mental health needs.

DMH initiated a fast-paced planning process in 2004 to develop the CSS Plan. The Department engaged in a process which included over 10,000 individuals throughout the County. Stakeholders proposed creating a transformed system which is intended to provide culturally competent services for people of all ages who are the most severely challenged by mental health issues. Participants in the planning process included people who receive services, family members, community leaders, community service providers, staff from County departments including DMH, and many others. Stakeholders also represented a broad range of age groups and racial/ethnic communities.

Using State guidelines that stipulated a range of services that could be funded with CSS money, stakeholders developed services with the intent of transforming the system. They recommended moving away from traditional approaches that tend to emphasize illness to a focused approach that promotes recovery, wellness, and continuing improvement among individuals with mental illnesses.

After obtaining your approval on October 11, 2005, DMH submitted the CSS Plan to the State. The State granted its final approval for the Los Angeles County Plan on February 14, 2006. On May 9, 2006, your Board authorized the Director of DMH to accept MHSA funding from the State to implement the CSS Plan.

The MHSA-CSS Agreement, effective for the period of February 14, 2006, through June 30, 2008, will allow DMH to provide CSS services for Los Angeles communities and mental health consumers consistent with the approved CSS Plan. The Agreement may be amended through either a State-required annual written update/progress report or a written request from either the State or DMH, at any time, for an amendment.

A number of counties have raised concerns regarding language contained in this proposed Agreement that could create or imply a Health Insurance Portability and Accountability Act (HIPAA) business associate relationship between the State and County where none exists, and between the County and its contractors that restricts the use and/or disclosure of information otherwise permitted by State and Federal law, that mandates excessive or preclusive security measures, and that allows the State to amend the contract at its sole discretion.

The State and several counties have been meeting to address these concerns. However, to avoid a disruption in services or funding, several counties have provisionally executed such agreements, with exceptions to the objectionable language.

Recently, revised language has been developed by the State that has addressed the major concerns. We anticipate that this language will be incorporated into this Agreement by the State through an Amendment. In the meantime DMH, in consultation with County Counsel, believes it is advisable to provisionally execute this Agreement in its current state to avoid any potential interruption of program delivery or funding.

Attachment III, noting the specific areas of exception, which we expect to be modified through a future Amendment, will also be sent to the State as part of the signed Agreement.

The proposed actions have been reviewed and approved by County Counsel and the CAO. Clinical and administrative staff of DMH will continue to plan, administer and supervise the MHSA services, evaluate the services to ensure that quality services are being provided to clients, and ensure that the Agreement provisions and Departmental policies are being followed.

CONTRACTING PROCESS

On October 11, 2005, your Board approved DMH's submission of the proposed MHSA three-year CSS Plan to the State which was approved by the State on February 14, 2006.

On May 9, 2006, your Board authorized the Director to implement the MHSA CSS Plan with funds received from SDMH in the amounts of $73,196,067 for FY 2005-06 and $90,690,728 for FY 2006-07. The amount of $73,196,067 for FY 2005-06 included $1,631,761 in start-up system improvement funds which are not part of the MHSA Agreement. Also, the MHSA Agreement includes an additional one-time funding of $10,272,645 for FY 2006-07 bringing the total MHSA CSS Plan amount for FY 2006-07 to $100,963,373. On May 30, 2006, your Board authorized the Director to accept future MHSA CSS Plan funding awards from SDMH, as anticipated, based on additional funding approvals within the Department's MHSA CSS Plan.

Upon approval of the County's CSS Plan, the State urged DMH to initiate implementation as soon as feasible. Simultaneously, the State developed the Agreement to formalize the disbursement of funds. Based on Board approval of our request to authorize acceptance of MHSA funding, DMH began implementation through Request for Services processes released to community-based organizations. The Department also allocated funding to directly-operated programs and has recently sought multiple Board actions to award contracts and authorize new sites and positions for County-run services.

IMPACT ON CURRENT SERVICES

This Agreement will enable DMH to plan and continue to provide MHSA-CSS services to mental health consumers in Los Angeles County.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board actions and one (1) certified copy of the attached Resolution. It is requested that the Executive Officer of the Board notify the Department of Mental Health Contracts Development and Administration Division at (213) 738-4684 when these documents are available.

Respectfully submitted,

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

MJS:RK:FM:MI

Attachments (3)

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

MI:H\MHSA Agreement\MHSA Board Letter Draft 9 May 30, 2007

State of California

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

ATTACHMENT I

Revised 3/26/07

Agreement Number	Amendment Nbr.
05-75524-000	

1. This Agreement is entered into between the State Agency and the Contractor name below:

State Agency's Name:

Department of Mental Health

Contractor's Name:

Los Angeles County Mental Health

2. The Term of this Agreement is: **February 14, 2006 or upon DGS approval, through June 30, 2008**

3. The maximum amount of this agreement is: **$269,193,375.00**
Two Hundred Sixty Nine Million One Hundred Ninety Three Thousand Three Hundred Seventy

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work	Page(s)	8
Exhibit B - Budget Detail and Payment Provision	Page(s)	2
* Exhibit C - General Terms and Conditions	Form:	GTC 306 Dated 3/23/2006
Exhibit D - Special Terms and Conditions	Page(s)	10

*View at: http://www.ols.dgs.ca.gov/Standard+Language/default.htm

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

Los Angeles County Mental Health

BY *(Authorized Signature)* | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Director

ADDRESS **550 South Vermont, 12th Floor**
Los Angeles, CA 90020

STATE OF CALIFORNIA

AGENCY NAME

Department of Mental Health

BY *Authorized Signature* | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Terrie Tatosian
Procurement and Contracting Officer

ADDRESS **1600 9th Street**
Sacramento, CA 95814

California
Department of General Services
Use Only

Exempt from Compliance with the Public Contract Code, the State Administrative Manual, and from approval by the Department of General Services per section WIC 5897 (e) of the Welfare and Institutions code.

EXHIBIT A

OVERVIEW OF THE MENTAL HEALTH SERVICES ACT (MHSA) INTEGRATED THREE-YEAR PROGRAM AND EXPENDITURE PLAN

California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act [hereinafter "MHSA"], became effective on January 1, 2005. Through imposition of a 1% tax on personal income in excess of $1 million, the MHSA provides the opportunity for the State Department of Mental Health [hereinafter also "DMH" and "the Department"] to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children/youth, adults, older adults and families. Per California Code of Regulations [hereinafter "CCR"], Title 9, Chapter 14, Section 3200.060, "county" means the County Mental Health Programs, two or more counties acting jointly, and/or city-operated programs receiving funds per Welfare and Institutions Code [hereinafter "W&I"] Section 5701.5. The MHSA addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology, and training elements that will effectively support the system. Components of the MHSA Integrated Three-Year Program and Expenditure Plan will include those elements required by W&I Code Section 5847 and related regulations including: Community Services and Supports [hereinafter "CSS"], Prevention and Early Intervention, Education and Training, Innovations, and Capital Facilities and Technology.

CSS means mental health and related services provided through the service delivery systems, also known as "Adult and Older Adult Systems of Care" and "Children's System of Care," found in W&I Code Sections 5800 and 5850, respectively, as well as services provided to transition-age youth, as specified in W&I Code Section 5847(c). The three types of service categories that may be funded under the MHSA CSS Component are: Full Service Partnerships, General System Development, and Outreach and Engagement, as described in CCR, Title 9, Chapter 14, Sections 3200.080, 3200.100, and 3200.130, respectively.

I. SCOPE OF WORK

Los Angeles [hereinafter "the Contractor"] agrees to provide to DMH services related to the development, implementation, and performance reporting of the MHSA through the Contractor's Three-Year Program and Expenditure Plan. This Agreement covers the CSS Component of the Contractor's Three-Year Plan.

A. The services described in this Agreement shall be provided during the following term: February 1, 2006, to June 30, 2008. This Agreement shall be updated on an annual basis, in accordance with W&I Code Sections 5847 and 5848 and Part V of this Agreement.

B. The project representatives during the term of this Agreement will be:

California Department of Mental Health	Los Angeles County Dept. of Mental Health
Deputy Director	Director
Systems of Care	550 South Vermont, 12th Floor
1600 9th Street, Room 130	Los Angeles, CA 90020
Sacramento, CA 95814	
(916) 654-3551	

C. Funds received pursuant to this Agreement shall be used only to implement and operate the programs and services as set forth in Part II of this Agreement, and further described in the

CSS Work Plans and Information Technology (IT) Project Plans, if applicable, attached hereto as Attachments A-1 through A-26, and incorporated by reference.

D. Funds approved as "One Time Funds" as set forth below, for non-recurring costs and IT Project Plans shall only be used for the project as approved by the Department and for no more than the amount approved.

E. All contracted services should be performed within the state of California, except those performed within 100 miles of counties contiguous with another state. Any other services sought to be performed outside of the State of California must be approved the Department.

F. The Contractor shall maintain at the office of the County Mental Health Director all Work Plans, IT Project Plans, budgets, and annual and other updates referenced in this Agreement. Per Government Code 8546.7, Agreements involving the expenditure of public funds in excess of ten thousand dollars must be maintained for 3 years after the final payment made pursuant to the Agreement.

II. PROGRAMS AND SERVICES FUNDED

A. The programs and services funded through this Agreement are contained in the following 26 Work Plans, attached hereto as Attachments A-1 through A-26, and incorporated by reference:

A-1 Children's FSP
A-2 Children Family Support Services
A-3 Children Integrated MH/COD Services
A-4 Children Family Crisis Services-Respite Care
A-5 TAY FSP
A-6 TAY Drop-in Centers
A-7 TAY Housing Services
A-8 Probation Services
A-9 Adult FSPs
A-10 Adult Wellness/Client-Run Centers
A-11 Adult IMD Step-Down Facilities
A-12 Adult Housing Services Housing Specialists
A-13 Adult Housing Services Safe Havens
A-14 Adults Jail Transition/Linkage Services
A-15 OA FSP
A-16 OA Transformative Design Team
A-17 OA Field-Capable Clinical Services
A-18 OA Service Extenders
A-19 OA Training
A-20 Service Area Navigator Teams
A-21 Alt. Crisis Services Urgent Care Centers
A-22 Alt. Crisis Services Countywide Resource Man.
A-23 Alt. Crisis Services Res. & Bridging Services
A-24 Alt. Crisis Services Enriched Res. Services
A-25 Int. BH Information Systems
A-26 IT Support for MHSA Program Implementation

B. One-Time Funds

DMH has approved funding for non-recurring costs, as specified below:

FY 2005-06

Housing Trust Fund	$11,600,000
Workforce Training and Development	$4,063,000
Planning and Outcomes	$3,000,000
Outreach and Engagement	$3,000,000
Directly Operated Clinics	$3,500,000
Provider Clinics	$2,000,000
Skid Row Wellness Center	$1,000,000

Alternative Crisis/Urgent Care Centers	$914,639
Vehicles	$1,279,000
Building and Refurbishments	$3,500,000
Flexible Supplemental Funds	$294,000

FY 2006-07

Redesign of Access Center	$2,030,045
Additional Staffing	$1,000,000
Training and Workforce Stipend	$2,518,000
Service Area 2 Urgent Care Center	$1,250,000

FY 2007-08
N/A

III. GENERAL ASSURANCES

A. The Contractor is in compliance with all applicable statutes and regulations regarding Maintenance of Effort, Non-Supplantation and Allowable Use of Funds.

B. The Local Mental Health Board or Commission has reviewed and approved procedures ensuring citizen and professional involvement in the MHSA Community Program Planning process, as set forth in W&I Code Section 5848 of the MHSA.

C. In accordance with W&I Code Section 5848(d), the Local Mental Health Board or Commission shall review and comment upon the performance outcome data required by W&I Code Section 5604.2(a)(7).

IV. COMPLIANCE

A. Compliance with Applicable Law

The Contractor shall maintain compliance with all applicable statutes and regulations, including the program principles set forth in W&I Code Section 5813.5(d).

B. Funding Requirements

1. Maintenance of Effort

The Contractor shall maintain compliance with the requirements of W&I Code Section 17608.05 and all applicable regulations regarding Maintenance of Effort.

2. Non-Supplantation

The Contractor shall maintain compliance with all requirements contained in statute and regulation regarding Non-Supplantation.

3. Use of Funds

The Contractor shall maintain compliance with CCR, Title 9, Sections 3400 and 3405, and all other regulations regarding use of funds. The programs implemented under this Agreement must be new or expanded programs. All funds shall be used exclusively to implement and operate the services and programs, as approved by DMH and set forth in

Part II of this Agreement and further described in Attachments A-1 through A-26. The Contractor must implement all approved programs; however the Contractor may make changes in line items or in funding levels among the approved programs.

These funds may not be loaned to the state General Fund or any other fund of the State, or a county general fund or any other county fund or used for any purpose other than those authorized by W&I Code Section 5892.

4. Medi-Cal Reimbursement

When applicable, the Contractor shall comply with all requirements necessary for Medi-Cal reimbursement for mental health services provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in W&I Code Sections 5718 through 5724. If the Contractor has entered into an Agreement with DMH under W&I Code Section 5775 to provide Medi-Cal Specialty Mental Health Services, the Contractor shall comply with the requirements of that Agreement and the provisions of CCR, Title 9, Division 1, Chapter 11. Medi-Cal Specialty Mental Health Services are those services described in CCR, Title 9, Sections 1810.247 and 1810.345.

C. Reporting Requirements

1. Pursuant to W&I Code Section 5610(a), and applicable regulations, the Contractor shall submit Client and Service Information ["CSI"] data to DMH during the term of this Agreement. The Contractor must report CSI data to DMH as soon as possible after collection, but no later than 60 (sixty) days after the end of the monthly service reporting period. The required CSI data includes, but is not limited to, client demographic information and a description of services provided.

2. For each program or service funded by this Agreement, the Contractor shall submit quarterly progress reports which include the target numbers of people to be served or units of service to be provided for each program, and the actual numbers of people served or units of service provided for each program during the three-month period covered by the report. The quarterly progress report shall be submitted to DMH no later than 60 (sixty) days following the end of the three-month period covered by the report.

3. For IT projects supported by CSS funds, the Contractor shall submit quarterly IT project status reports. The information contained in the reports shall include, but is not limited to status of the project, including its budget, whether it is on schedule, its accomplishments, and its deliverables. The report shall also include delineation of identified risks and actions taken, or to be taken, to mitigate/remediate the risk. The quarterly IT project status report shall be submitted to DMH no later than 30 (thirty) days following the end of each three-month period covered by the report.

4. During the term of this Agreement, pursuant to W&I Code Section 5848(c), and applicable regulations, the Contractor shall submit MHSA Full Service Partnerships ["FSP"] Data Collection and Reporting (DCR) data to DMH for the purpose of measuring individual-level performance outcomes. All FSP data shall be submitted in electronic form. The Contractor shall ensure that the staff responsible for transmitting this data is trained in data collection procedure. The requirements referred to in this section do not preclude any other performance outcomes measurement required by law or regulation.

   a. Initial Data

The Contractor shall collect data as soon as it begins providing services to FSP clients, including, but not limited to: general administrative data; residential status; educational status; employment status; financial status; legal issues/status; health status; substance abuse issues; assessment of daily living functions where appropriate; and all interventions, including emergency intervention. This data shall be transmitted to DMH as soon as possible, and no later than 90 (ninety) days after the commencement of services.

b. Quarterly Assessments

Every three months, the Contractor shall conduct a quarterly assessment of each individual and submit FSP data to DMH within 90 (ninety) days of collecting the data. This data shall include, but is not limited to: general administrative data; educational status; financial status; legal issues/status; health status; substance abuse issues; and assessment of daily living functions where appropriate.

c. Changes in Key Events

The Contractor shall submit data to DMH as soon as possible, but no later than 90 (ninety) days after an FSP client experiences a change in a key event, such as a change in educational status, employment or financial status, legal status, or residential status, including hospitalization or incarceration; or following an emergency intervention. Data submitted shall include, but is not limited to the following: general administrative data; residence; educational status; employment status; legal issues/status; and a description of any and all interventions, including emergency intervention.

5. Twice annually, during two-week survey periods designated by DMH, the Contractor shall collect consumer perception data for clients served by the programs set forth in Part II A of this Agreement. The data to be collected includes, but is not limited to, the client's perceptions of the quality and results of services provided by the Contractor. The survey data shall be submitted to DMH no later than 90 (ninety) days after collection.

6. As part of the annual cost and financial reports the Contractor currently submits to DMH for all mental health programs operated by the Contractor, the Contractor shall include revenue, distribution and expenditures of MHSA funds. Complete cost and financial reports signed by the mental health director and the county's auditor-controller certifying that information submitted is true and correct and that the county is in compliance with non-supplantation requirements, shall be submitted no later than December 31 following the end of the fiscal year. The Contractor shall also submit a reconciled cost report, certified by the mental health director and the county's auditor-controller as being true and correct, no later than April 1 of the next calendar year.

7. The Contractor shall submit an Annual MHSA Revenue and Expenditure Report for each program in Part II A and B of this Agreement to DMH no later than December 31 following the end of the fiscal year. For the programs set forth in Part II A, the reports shall be itemized by program and service category and shall include, but not be limited to, the total cost of the program provided, associated administrative expenses, and the amounts and sources of revenues used to pay for the program. For the CSS related IT Projects and other approved One-Time Expenditures set forth in Part II B, the reports shall include, but not be limited to, the total cost of the program or project, and the amounts and sources of revenues used to pay for the program or project.

8. For each six-month period of this Agreement, the Contractor shall prepare a Cash Flow Statement. The statement shall include, but is not limited to, cash on hand at the beginning of the six-month period; cash flow activity; adjustments from prior periods; actual expenditures for items such as personnel, operating expenses and administration; and cash on hand at the end of the six-month period. The report shall specify if there are allowable encumbrances on remaining funds. This information must be submitted to DMH within the 30 (thirty) days following the end of each six-month period.

9. The Contractor shall provide other information required by state or federal law.

10. The Contractor shall notify DMH 90 (ninety) days prior to any change in reporting system(s) and/or change of system vendor, and cooperate with DMH to minimize any delays or problems in submitting the required data to DMH.

11. All data submitted shall be full and complete.

12. The Contractor shall make diligent efforts to minimize errors in data reported.

D. Plan of Correction

1. If, at any point during the duration of this Agreement, DMH determines that the Contractor is out of compliance with any provision in this Agreement, DMH may request a plan of correction, after providing the Contractor with written notification and the basis for the finding of noncompliance. Within 30 (thirty) days of receiving notification, the Contractor shall provide a written request for a plan of correction. The request shall include:

   a. A statement of specific actions the Contractor will take in order to come into compliance with this Agreement;

   b. The names of the persons responsible for completing each action; and

   c. A date for the correction to be completed that is realistic and appropriate to the level of the deficiency or deficiencies.

2. As part of its proposed plan of correction, the Contractor may, in accordance with the provisions set forth in Part V, request an amendment of this Agreement. Any amendment to this Agreement will have prospective application only.

3. If DMH accepts the Contractor's proposed plan of correction, it shall suspend other punitive actions to give the Contractor the opportunity to come into compliance. As a condition of accepting the Contractor's proposed plan, DMH may impose additional obligations on the Contractor. DMH may monitor the Contractor's implementation of the plan of correction as necessary. Before issuing a finding of compliance, DMH may request proof that the corrective action has been successful.

4. During the period when a plan of correction is in force, the provisions of the plan of correction take precedence over provisions of this Agreement, to the extent the two differ.

5. If DMH determines that the Contractor has failed to achieve sufficient compliance, funds may be withheld, under all or part of this Agreement, until compliance is achieved.

6. If at any point during the duration of this agreement, DMH determines that the Contractor is not providing the programs and services described in the Agreement, or is not providing programs and services in a manner consistent with the terms of the Agreement, or is using funds allocated to it through this Agreement for purposes not contained in the Agreement, DMH may withhold funding until the problem is resolved or a plan of correction is agreed upon.

E. Monitoring

Upon the Department's request, the Contractor shall provide DMH with access to any and all programs, including locations, records and staff, for the purpose of monitoring the Contractor's compliance with the terms of this Agreement.

V. AMENDMENT TO THE AGREEMENT

This Agreement may be amended through the mandatory annual update procedure set forth in this Part. In addition, the Contractor or the DMH may, at any time, request an amendment in writing. No additional MHSA funds shall be provided to the Contractor pursuant to the proposed amendment unless and until DMH has approved the Contractor's request and this Agreement has been amended in accordance with this Part.

A. Annual Updates

1. The Contractor shall submit a written annual update of the Three-Year Plan that was approved by DMH, in accordance with the requirements set forth in W&I Code Sections 5847 and 5848 and all applicable regulations. The annual update is due by or before the end of each calendar year for the prior fiscal year. Each annual update must be approved by DMH and signed by both the Contractor and DMH.

2. The annual update may include proposed modifications to this Agreement and requests for funding for new programs and/or services. Requests for modifications shall include:

   a. A description of the proposed change, including the reasons why such a revision is required;

   b. The number of individuals to be served;

   c. An itemized list of proposed budgetary changes.

B. Amendments to the Agreement

The Contractor may request an amendment at any time by submitting a written request for modification to DMH. Within 60 (sixty) days of receiving a written request to modify, DMH shall either grant the request to modify; deny the request; grant the request with modifications; or inform the Contractor that additional time is required to consider the request. If DMH does not respond within 60 (sixty) days, the request is deemed denied. The Contractor may resubmit the request.

DMH may propose amending the Agreement by submitting a written proposal to the Contractor.

Unless the modification is documented in a written addendum to this Agreement signed by both the Contractor and DMH, modifications to this Agreement are not legally binding, and the Contractor shall receive no additional funds

VI. RESOLUTION OF DISPUTES

Should a dispute arise between the Contractor and DMH relating to performance under this Agreement, other than disputes governed by the dispute resolution process set forth in CCR, Title 9, Division 1, Chapter 11, the Contractor shall, prior to exercising any other remedy that may be available, file a "Notice of Dispute" with DMH within 10 (ten) days of discovery of the problem. Within 10 (ten) days, DMH shall meet with the Contractor, review the factors in the dispute, and recommend a means for resolving the dispute before a written response is provided to the Contractor. DMH shall provide a written response to the Contractor within 30 (thirty) days of the meeting. The decision of DMH shall be final.

In the event of a dispute, the language contained in this Agreement shall prevail over any other language, including that contained in the Contractor's Three-Year Plan.

The Contractor and DMH shall continue to perform their duties and obligations under this Agreement during any dispute.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. PAYMENT PROVISIONS

A. Payment

1. Upon the approval date of this Agreement, DMH shall distribute MHSA funds to the Contractor on a quarterly basis one month in advance of the start of each quarter. Quarterly payments will be discontinued if the Contractor is delinquent in submitting the reports required by Exhibit A, Part IV. C and will resume when the required documents and/or information are received. DMH will monitor the Contractor's amount of cash on hand for on-going operations for each component of the MHSA and distributions of funds may be adjusted based on the amount of cash on hand.

2. If the Contractor participates in Medi-Cal mental health programs as a Mental Health Plan, the Contractor shall comply with the requirements and provisions applicable to Medi-Cal Mental Health Managed Care contained or referenced in regulations, policies and statute, and Medi-Cal Mental Health Managed Care Agreement.

3. If the Contractor is eligible and chooses to participate in the Mental Health Medi-Cal Administrative Activities ["MAA"] claiming process, the Contractor agrees to submit claims only for those activities included and defined within the Contractor's Mental Health MAA Claiming Plan as approved by DMH, the Department of Health Services ["DHS"], and the federal Center for Medicare and Medicaid Services ["CMS"]. The Contractor agrees to comply with all applicable federal statutes and regulations and, with the exception of the approved MAA activities and claiming policies that are unique for mental health programs, agrees in all other respects to comply with W&I Code Section 14132.47 and MAA Regulations promulgated by DHS in the CCR, Title 22.

B. Budget Contingencies

1. DMH may adjust or revise the Contractor's planning estimate to provide for increases or decreases in the amount of funds expected to be available for the Contractor's approved programs. The contractor may submit a revised budget plan and request an amendment to this agreement to change or alter its proposed programs to adjust to the revised planning estimate of funds available.

2. If there is insufficient money available in the Fund to implement or operate the programs funded by this Agreement or to fund the amount of the annual planning estimate, DMH, with the input of the California Mental Health Directors Association, may revise the planning estimate or may decide to use some or all of the prudent reserve to fund the approved programs. Decisions to use the prudent reserve will be made on a statewide basis.

3. If funds, including the prudent reserve, are not sufficient to implement and/or operate a program or provide a service, those provisions of this Agreement addressing that program or service shall be void and shall have no further force or effect. Neither DMH nor the State shall have any duty to provide funds to the Contractor for that program or service, and the Contractor shall have no obligation to perform those programs or services. If funds are insufficient to implement and/or operate the Agreement, the Agreement shall be void and shall have no further force or effect.

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

II. BUDGET DETAIL FOR THE MHSA INTEGRATED THREE-YEAR PROGRAM AND EXPENDITURE PLAN COMPONENTS

A. Community Services and Supports

A summary of the Contractor's CSS funding amounts for FY 2005-06, 2006-07, and 2007-08 are provided below:

FY 2005-06

TYPE OF FUNDING	TOTALS
Services	$37,413,667
CSS related IT funding	$ 0
One-Time Funds	
• Housing Trust Fund	$11,600,000
• Workforce Training and Development	$4,063,000
• Planning and Outcomes	$3,000,000
• Outreach and Engagement	$3,000,000
• Directlly Operated Clinics	$3,500,000
• Provider Clinics	$2,000,000
• Skid Row Wellness Center	$1,000,000
• Alternative Crisis/Urgent Care Centers	$914,639
• Vehicles	$1,279,000
• Building and Refurbishments	$3,500,000
• Flexible Supplemental Funds	$294,000
One-Time Funds Sub Total	$34,150,639
Total Budget	**$71,564,306**

FY 2006-07

TYPE OF FUNDING	TOTALS
Services	$90,690,728
CSS related IT funding	$3,474,600
One-Time Funds	
• Redesign of Access Center	$2,030,045
• Additional Staffing	$1,000,000
• Training and Workshop Stipend	$2,518,000
• Service Area 2 Urgent Care Center	$1,250,000
One-Time Funds Sub Total	$6,798,045
Total Budget	**$100,963,373**

FY 2007-08

TYPE OF FUNDING	TOTALS
Services	$96,078,296
CSS related IT funding	$587,400
One-Time Funds	
One-Time Funds Sub Total	$ 0
Total Budget	**$96,665,696**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

I. RELATIONSHIP OF THE PARTIES

The Department and the Contractor are, and shall at all times be deemed, independent agencies. Each party to this Agreement shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this Agreement. Nothing herein will be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department, its agents and employees, shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be employees of the Contractor. The Contractor, its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

II. LAW GOVERNING

It is understood and agreed that this Agreement shall be governed by the laws of the State of California, both as to interpretation and performance.

III. SUBCONTRACTS

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of the responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

IV. CONSULTANTS

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel are not deemed to be employees of or have any contractual relationship with DMH or the State of California by virtue of such an arrangement with the Contractor.

V. TERMINATION

Either party may terminate this Agreement by giving 60 (sixty) days written notice to the other party. The notice of termination shall specify the effective date of termination.

Upon the Contractor's receipt of notice of termination from the Department, and except as otherwise directed in the notice, the Contractor shall:

A. Stop work on the date specified in the notice;

B. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;

C. Terminate all orders and subcontracts;

D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including but not limited to, reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts; and

E. Deliver or make available to DMH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials, supplies, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

VI. CONFIDENTIALITY

A. Confidentiality of Client Information and Medical Records

1. As a covered entity performing joint operation of a government function, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D et seq, of Title 42, United States Code and it's implementing regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162 and 164) regarding the confidentiality and security of protected health information (PHI).

2. Permitted Uses and Disclosures of PHI by the Contractor.

   A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose protected health information to perform functions, activities or services identified in this Agreement for, or on behalf of the DMH provided that such use or disclosure would not violate the Health Insurance Portability and Accountability Act (HIPAA), (U.S.C. 1320d et seq.), and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162 and 164, hereinafter referred to as the Privacy Rule, if done by DMH.

   B. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:

      1. *Use and disclose for management and administration.* Use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that the disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contactor of any instances of which it is aware that the confidentiality of the information has been breached.

      2. *Provision of Data Aggregation Services.* Use PHI to provide data aggregation services to DMH. Data aggregation means the combining of PHI created or received by the Contractor on behalf of DMH with PHI received by the Contractor in its

capacity as the Contractor of another covered entity, to permit data analyses that relate to the health care operations of DMH.

3. Responsibilities of the Contractor.

The Contractor agrees:

A. *Nondisclosure.* Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. *Safeguards.* To use appropriate safeguards to prevent use or disclosure of PHI other than provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide DMH with information concerning such safeguards as DMH may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. In accordance with the State Administrative Manual (SAM) Section 4841.2, DMH must include the following requirements in all contracts with non-state entities:

The Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

The Contractor shall:

A. Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

1. Network-based firewall and/or personal firewall

2. Continuously updated anti-virus software

3. Patch-management process including installation of all operating system/software vendor security patches

B. Utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers and PDAs).

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless the data is encrypted by a solution that has been validated as conforming to the Advanced Encryption Standard (AES) Algorithm by the National Institute of Standards and Technology (NIST).

C. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

D. *Reporting of Improper Disclosures.* To report to DMH within twenty-four (24) hours during a work week, of discovery by Contractor that PHI has been used or disclosed other than as provided for by this Agreement.

E. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of DMH, shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.

F. *Internal Practices.* To make Contractor's internal practices, books and records relating to the use and disclose of PHI received from DMH, or created or received by the Contractor on behalf of DMH, available to DMH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DMH or by the Secretary, for purposes of determining DMH's compliance with the HIPAA regulations.

G. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify DMH immediately upon discovery of any breach of Medi-Cal PHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the DMH Information Security Officer, within two business days of discovery, at (916) 651-6776. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the DMH Information Security Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:

Information Security Officer
Office of HIPAA Compliance
California Department of Mental Health
1600 9th Street, Room 150
Sacramento, CA 95814

H. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities on behalf of DMH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

4. Audits, Inspection and Enforcement.

From time to time, DMH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Agreement. Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DMH Information Security Officer in writing. The fact that DMH inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibilities to comply with this Agreement, nor does DMH's:

A. Failure to detect or

B. Detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices constitutes acceptance of such practice or a waiver of DMH's enforcement rights under this Agreement.

5. Termination.

A. *Termination for Cause.* Upon DMH's knowledge of a material breach of this Agreement by Contractor, DMH shall either:

1. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by DMH.

2. Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

3. If neither cure nor termination is feasible, the DMH Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. *Judicial or Administrative Proceedings.* DMH may terminate this Agreement, effective immediately, if (i) Contractor is found guilty in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.

1. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI received from DMH (or created or received by Contractor on behalf of DMH) that Contractor still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor.

6. Miscellaneous Provisions.

A. *Disclaimer.* DMH makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.

B. *Amendment.* The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DMH's request, Contractor agrees to promptly enter into an amendment providing assurances regarding the safeguarding of PHI that DMH in its sole discretion deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. *Assistance in Litigation or Administrative Proceedings.* Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to DMH at no cost to DMH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DMH, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

D. *No Third-Party Beneficiaries.* Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DMH or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

E. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.

G. *Survival.* The respective rights and obligations of Contractor under Section 6.C of this Agreement shall survive the termination or expiration of this Agreement.

H. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

B. Confidentiality of Data and Documents

1. Except as otherwise required by law, the Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Department.

1. Permission to disclose information or documents on one occasion or at public hearings held by the Department relating to the same shall not authorize the Contractor to further disclose such information or documents on any other occasion, except as otherwise required by law.

2. The Contractor shall not comment publicly to the Press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or the Department's actions on the same, except to the Department's staff, the Contractor's own personnel involved in the performance of this Agreement, at a public hearing, or in response to questions from a legislative committee.

3. If requested by the Department, the Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the Department and shall supply the Department with evidence thereof.

4. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

5. After any data or documents submitted has become a part of the public records of the State, the Contractor may, if it wishes to do so, at its own expense and upon approval by the Department, publish or utilize the same but shall include the following legend:

   LEGAL NOTICE

   This report was prepared as an account of work sponsored by DMH, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither DMH, nor the State of California, nor any officer or employee thereof, nor any of its contractors or subcontractors, makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

VII. PROVISIONS RELATING TO DATA

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under the Contractor's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.

C. "Generated data" is that data that a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

D. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the Department. Such data shall be the property of the Department.

E. "Generated data" shall be the property of the Department unless and only to the extent that it is specifically provided otherwise herein or by agreement of DMH and the Contractor.

F. The title to the Contractor's proprietary data shall remain in the Contractor's possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the Contractor by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the Contractor's own expense for a period of not less than three years after receipt by the State of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Contract, whichever is later.

G. Prior to the expiration of such time, and before changing the form of or destroying any such data, the Contractor shall notify the Department of any such contemplated action; and the Department may, within 30 (thirty) days after said notification, determine whether it desires said data to be further preserved and, if the Department so elects, the expense of further preservation of said data shall be paid for by the Department. The Contractor agrees that the Department shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and the Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

VIII. CHANGES IN TIME FOR PERFORMANCE OF TASKS

The time for performance of the tasks and items within the budget, but not the total Agreement price, may be changed with the prior written approval of the Department. However, the date for completion of performance and the total Agreement price, as well as all other terms not specifically accepted may be altered only by formal amendment of this Agreement.

IX. PATIENTS' RIGHTS

The parties to this Agreement shall comply with all applicable laws and regulations relating to patients' rights.

X. WAIVER

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Agreement or the right of the Department to enforce said provisions.

XI. CONTRACT IS COMPLETE

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

XII. CAPTIONS

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do no purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

XIII. PUBLIC HEARINGS

If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, the Contractor will make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget.

XIV. FORCE MAJEURE

Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including and without being limited to: acts of God, interference, rulings or decisions by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall as soon as reasonably possible give the other parties written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement.

XV. PERMITS AND LICENSES

The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the Department in writing.

XVI. LITIGATION

The Department, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the Department or its officers or employees for which the contractor must provide indemnification under this Agreement. The failure of the Department to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall promptly notify the Department of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the Department, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the Department.

XVII. SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed to be severable.

XVIII. PUBLIC CONTRACT CODE

The Contractor is advised that provisions of Public Contract Code Sections 10355 through 10382 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.

XIX. WAIVER OF DEFAULT

Waiver of any default will not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach, and will not be construed to be a modification of this Agreement.

XX. CONFLICT OF INTEREST CERTIFICATION

In accordance with State laws and Departmental policy, no employees (including contractors) shall participate in incompatible activities which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the Department's Conflict of Interest Code to file statements of economic interest. Employees whose positions have been designated will be notified by the department if a statement is required.

In signing this contract, I certify that I have read and understand the following:

GOVERNMENT CODE 19990: A state officer or employee shall not engage in any employment, activity, or enterprise, which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee.

Each appointing power shall determine, subject to approval of the Department, those activities that, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to all of the following:

1. Using the prestige or influence of the State or the appointing authority for the private gain or advantage of the officer or employee, or the private gain of another.

2. Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.

3. Receiving or accepting money or any other consideration from anyone other than the State for the performance of his or her duties as a state officer or employee.

4. Performance of an act in other than his or her capacity as a state officer or employee knowing that the act may later be subject, directly or indirectly to the control, inspection, review, audit, or enforcement by the officer or employee.

5. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.

6. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his or her full time, attention, and efforts to his or her state office or employment during his or her hours of duty as a state officer or employee.

ATTACHMENT A-1: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Children's Full Service Partnerships**
Program Work Plan #: C-01	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Full service partnerships are the heart of the Community Service and Supports plan. Individuals and where appropriate their families enroll in a voluntary program with a single point of responsibility to insure that the person(s) receiving services receive the range of supports they need to accelerate their recovery and develop an on-going realization of wellness. Each enrolled individual participates in the development of a plan that is focused on recovery and wellness. Each enrolled individual has a single point of responsibility (Personal Service Coordinators for adults; case managers for youth and children). Each PSC or case manager has a low enough case load to insure 24/7 availability. Services include linkage to, or provision of, all needed services or benefits as defined by the client and/or family in consultation with the PSC for adults or case manager for children/youth Services are founded on a "whatever-it-takes" commitment and are judged effective by how well the individuals make progress on concrete outcomes of well-being.
Priority Population *Describe the situational character-istics of the priority population.*	**Children (0 to 15)** with severe emotional disturbances and their families **who:** ❖ Have been or are at risk of being removed from their homes by the County ❖ Are in families affected by substance abuse issues ❖ Are experiencing extreme behaviors at school ❖ Are involved with Probation.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Adult Full Service Partnerships	X			X			
❖ Any and all appropriate strategies under a "whatever it takes" commitment							

ATTACHMENT A-2: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: Children: Family Support Services
Program Work Plan #: C-02	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Support the successful achievement of outcomes by providing parents/caregivers of a child with SED access to mental health services for themselves. Treatments will be client-driven and integrated with the treatment of the child and family. Program will have a wellness focus to empower parents/caregivers to live, work, learn, and participate fully in their families and communities. Treatment will incorporate the concept of resiliency. Strength-based approaches and those focusing on enhancing problem-solving skills will be utilized. Developing and/or improving close relationships with family and connecting to community supports will be emphasized. Values of recovery and resiliency will be promoted and reinforced through training, workshops, on-the-job mentoring, and tracking outcomes.
Priority Population *Describe the situational character-istics of the priority population*	Parents and caregivers with mental health needs whose symptoms are interfering with their ability to care for their SED child but who are without other funding sources, are not covered under the adult system of care, and for whom collateral services are insufficient.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Children: Family Support Services	X	X		X			
▪ Individual therapy, couples therapy, parenting education, peer support groups, substance abuse and domestic violence counseling							
▪ Treatments will be strength-based and solution focused. Interventions will focus on symptom reduction and improving coping strategies to deal with internal and external stressors.							
▪ Outreach to community partners to ensure comprehensive care.							
▪ Services will be culturally competent including providing treatment in the primary language of the family. Cultural strengths of the family will be utilized in service delivery. Los Angeles County DMH will help identify un-served, underserved, and inappropriately served ethnic populations by service area to address ethnic disparities.							

ATTACHMENT A-3: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Children: Integrated Mental Health/Co-Occurring Disorders (COD) Services**
Program Work Plan #: C-03	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	A full continuum of services that meet the treatment needs of children and adolescents with COD and establish other service linkages to help maintain and sustain the child's/youth's recovery to support the effective implementation of Full Service Partnerships. Program will help children/youth: engage in meaningful use of time; enjoy a safe living environment with family and reduce homelessness; enjoy a network of supportive relationships through prevention services targeting risk and resiliency factors for COD and co-location of services; experience timely access to needed help and reduction in incarceration through prevention and early intervention services; and experience reduction in involuntary services, institutionalization, and out-of-home placements through coordinated/integrated comprehensive continuum of care and services for children and youth with COD, including aftercare.
Priority Population *Describe the situational character-istics of the priority population*	In order of priority: (1) youth with COD in the foster care and juvenile justice systems, homeless youth, trauma survivors and victims, and indigent youth who experience frequent or long-term health crises; (2) children and adolescents with SED and a substance abuse disorder, and pregnant women and parents with COD; (3) underserved ethnic minority populations, with emphasis on culturally- and linguistically-appropriate outreach.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Children: Integrated Mental Health/COD Services		X		X			
▪ Replicate and expand effective coordinated/integrated COD prevention and treatment program models.							
▪ Train mental health and substance abuse treatment personnel on best practices in preventing and treating persons with COD using coordinated/integrated program models.							
▪ Co-locate and incorporate Alcohol and Other Drug Assessment and referral staff (who are well-trained in COD) in urgent care centers and other facilities with multidisciplinary team approaches, community involvement, and self-help groups.							
▪ Expand capacity for placement of UCC/PES COD referrals in community-based programs							
▪ Comprehensive approach that calls for addressing all of the important life domains of developing children and youth. Program will be holistic, individualized, community based, and culturally competent.							
▪ Family focused treatment services; residential treatment services; and,psychiatric emergency services that address the needs of persons with COD in crisis.							
▪ Training for clinical supervisors and psychiatrists, including incentives to treat COD							
▪ Cross hiring of mental health professionals and substance abuse counselors with equal authority and compensation.							

ATTACHMENT A-4: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles Program Work Plan #: C-04	Program Work Plan Name: Children: Family Crisis Services – Respite Care Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Respite Care supports the achievement of Full Service Partnership outcomes by providing support to families enrolled in FSP when (1) the caregiver is under significant stress as a result of the responsibility of providing care and (2) continued care-taking without respite care may result in out-of-home placement or a breakdown in the family stability. The program advances the goals of reducing institutionalization and out-of-home placement. It also strengthens supportive relationships and promotes safer living environments. Additionally, the program advances the goals of resilience and recovery in children and youth by improving familial relationships and by facilitating the mentally ill family member's ability to live, learn, work, and participate in the community.
Priority Population *Describe the situational character-istics of the priority population*	Families enrolled in Full Service Partnerships when (1) the caregiver is under significant stress as a result of the responsibility of providing care and (2) continued care-taking without respite care may result in out-of-home placement or a breakdown in the family stability.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Children: Family Crisis Services—Respite Care	X			X			
▪ Eligible families will be able to use the service continually, as needed, for up to 16 hours per month.							
▪ Families will be partners in that they themselves will select their respite care worker. A family member may be elected as a respite care worker, thereby strengthening the family support system.							
▪ Cultural and linguistic competence is ensured by allowing family members to elect their own respite care worker.							

ATTACHMENT A-5: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Transition Age Youth Full Service Partnerships**
Program Work Plan #: T-01	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Full service partnerships are the heart of the Community Service and Supports plan. Individuals and where appropriate their families enroll in a voluntary program with a single point of responsibility to insure that the person(s) receiving services receive the range of supports they need to accelerate their recovery and develop an on-going realization of wellness. Each enrolled individual participates in the development of a plan that is focused on recovery and wellness. Each enrolled individual has a single point of responsibility (Personal Service Coordinators for adults; case managers for youth and children). Each PSC or case manager has a low enough case load to insure 24/7 availability. Services include linkage to, or provision of, all needed services or benefits as defined by the client and/or family in consultation with the PSC for adults or case manager for children/youth Services are founded on a "whatever-it-takes commitment" and are judged effective by how well the individuals make progress on concrete outcomes of well-being.
Priority Population *Describe the situational character-istics of the priority population*	**Transition Age Youth (16-25)** suffering from severe mental health issues, **who are**: ❖ Struggling with substance abuse disorders ❖ Homeless or at-risk or becoming homeless ❖ Aging out of the children's mental health, child welfare or juvenile justice system ❖ Leaving long-term institutional care ❖ Experiencing their first psychotic break

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Transition Age Youth Full Service Partnerships	X				X		
❖ Any and all appropriate strategies under a "whatever it takes" commitment							

ATTACHMENT A-6: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **TAY Drop-In Centers**
Program Work Plan #: T-02	Estimated Start Date: June 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Drop-in centers are intended as entry points to the mental health system for youth living on the street or in unstable living situations. The target sub-population for drop-in centers is often "service-resistant." Most of these youth have been betrayed by most of the adults in their lives and suffer attachment disorders—significantly complicating efforts to connect them with services. Drop-in centers provide "low demand, high tolerance" environments in which youth can find temporary safety and begin to build trusting relationships with staff and others who can connect youth—to the extent the youth is ready and willing—to services and supports s/he needs.
Priority Population *Describe the situational character-istics of the priority population*	Transition Age Youth who are SED or SMI. The vast majority of the target sub-population youth are either former foster youth or youth emancipating from the probation system. Most are disconnected from their families. The unique and separate challenges they face compared to the children and adult populations often interfere with their ability and willingness to connect with the therapeutic and transitional living assistance they need in order to avoid homelessness or lifelong institutionalization in correctional facilities and other involuntary settings.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
TAY: Drop-In Centers		X			X		
▪ As entry points to the mental health system, drop-in centers provide "low-demand, high-tolerance" environments in which youth can find temporary safety and begin to build							
▪ In some cases, drop-in centers will be co-located with Transitional Resource Centers (TRCs), which function as "one-stop centers" where youth emancipating from Probation and DCFS can be provided with the support and linkages they need to establish themselves positively in the community.							
▪ Integrated "one-stop" centers wherein essential health, substance abuse, employment, and mental health services can be accessed.							

ATTACHMENT A-7: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **TAY Housing Services**
Program Work Plan #: T-03	Estimated Start Date: June 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Housing provides a fundamental level of stability for young people to achieve their goals of wellness and recovery. The lack of affordable housing options, including short-term, long-term, and permanent options, is a profound barrier for transition age youth who need support and services for recovery. Three systems development investments are proposed focused on the following housing strategies: (1) motel vouchers for TAY who are homeless, living on the streets and in dire need of immediate shelter; (2) project-based residential sites for TAY who have been in long term institutional settings; and, (3) a team of Housing Specialists to develop local resources and help TAY move into affordable housing.
Priority Population *Describe the situational character-istics of the priority population*	These investments apply primarily to youth ages 18-25, particularly for TAY who are homeless, living on the streets and in dire need of immediate shelter; TAY who have been in long term institutional settings, e.g., level 14 group homes (including those TAY who could qualify for level 14 group homes, but were living elsewhere), hospitals, Institutes of Mental Disease, Community Treatment Facilities, jails and Probations camps; TAY who require structured settings; and, TAY who are experiencing their first psychotic break.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
TAY: Housing							
▪ Motel vouchers as a form of emergency housing for TAY who are homeless, living on the streets and in dire need of immediate shelter.	X	X	X		X		
▪ Permanent housing subsidies linked to housing units through project-based residential sites for TAY who have been in long term institutional settings							
▪ A team of housing specialists effectively delivering housing-related services to assist TAY move into affordable housing, which provides a fundamental level of stability to achieve wellness and recovery.							

ATTACHMENT A-8: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Probation Services**
Program Work Plan #: T-04	Estimated Start Date: March 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Services in the Probation Camps are critical in assisting this portion of the TAY population with mental health needs to reach their maximum potential rather than continue their involvement in the criminal justice system as adults. The proposed multi-disciplinary, integrated teams will provide an array of services aimed at successfully transitioning youth out of the Probation settings. Using a **recovery approach**, which views mental illness as a condition from which an individual can recover and live a healthy and productive life, these teams will be inclusive of parent/peer advocates, clinicians, and Probation staff who will provide a variety of treatment and support services, including: assessments for mental illness, co-occurring substance abuse issues, and medications; ongoing treatment services; peer support; parent support/education; behavior management; discharge planning, including benefits establishment and transition planning with linkages to FSPs in the community and to family, if appropriate.
Priority Population *Describe the situational character-istics of the priority population*	Of the approximately 13,000 youth screened annually in the Probation Department's Juvenile Halls in Los Angeles, almost 30% are in need of ongoing mental health services. These screenings also reveal that 70-80% of the youth are substance involved. Mental health services are provided in 3 Juvenile Halls with an average overall daily population of 1,800 youth, and in 19 camps/centers with an average overall daily population of 1,900 youth.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
TAY: Probation		X			X		
▪ Multi-disciplinary, integrated teams will be inclusive of parent/peer advocates, clinicians, and Probation staff, who will provide a variety of treatment and support services.							
▪ Treatment and support services will be strength-based and primarily clinical in nature, with a combination of assessment, ongoing treatment (group, individual, and family), and other collaborative services.							
▪ Family and peer advocates will provide a range of educational and support services to the youth in the Camps and their families.							
▪ Discharge planning and community linkage services will be critical components of the program.							

ATTACHMENT A-9: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Adult Full Service Partnerships**
Program Work Plan #: A-01	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Full service partnerships are the heart of the Community Service and Supports plan. Individuals and where appropriate their families enroll in a voluntary program with a single point of responsibility to insure that the person(s) receiving services receive the range of supports they need to accelerate their recovery and develop an on-going realization of wellness. Each enrolled individual participates in the development of a plan that is focused on recovery and wellness. Each enrolled individual has a single point of responsibility (Personal Service Coordinators for adults; case managers for youth and children). Each PSC or case manager has a low enough caseload to insure 24/7 availability. Services include linkage to, or provision of, all needed services or benefits as defined by the client and/or family in consultation with the PSC for adults or case manager for children/youth Services are founded on a "whatever-it-takes" commitment and are judged effective by how well the individuals make progress on concrete outcomes of well-being.
Priority Population *Describe the situational character-istics of the priority population.*	**Adults (26-59)** who have severe and persistent mental illness and **who are**: ❖ Suffering from substance abuse or other co-occurring disorders, and/or who have suffered trauma ❖ Are homeless ❖ Are in jail ❖ Are frequent users of hospitals and emergency rooms ❖ Are cycling through different institutional and involuntary settings ❖ Are being cared for by families outside of any institutional setting

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Adult Full Service Partnerships	X					X	
❖ Any and all appropriate strategies under a "whatever it takes" commitment							

ATTACHMENT A-10: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles Program Work Plan #: A-02	Program Work Plan Name: **Adult Wellness/Client-Run Centers** Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	This program promotes recovery and sustained wellness through an emphasis on pro-active behavior, preventative strategies, and self-responsibility. The Wellness Centers provide mental and physical health education, self-help meetings, peer support and medical and psychiatric support, in order to help program participants continue in their recovery and pursue their goals for a healthy life. The Client Run Centers are committed to increasing the capacity of the community to include all citizens and of clients to become involved in community life through offering a variety of self-help, educational and social/recreational activities
Priority Population *Describe the situational character-istics of the priority population*	These programs offer options to clients who no longer need the intensive services offered by the FSP programs, who may be receiving services from less intensive outpatient programs, and who are ready to take increasing responsibility for their own wellness and recovery. The Wellness Centers' priority populations will include ethnic populations who may be more responsive to services in health care settings, individuals with co-occurring chronic or life-threatening medical conditions, and individuals who are frequent users of hospital emergency rooms. Attention will be given to developing Centers in areas with unserved/underserved ethnic minority populations that have been underrepresented by client run centers and services.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Adult Wellness/Client-Run Centers							
❖ Wellness Centers: Client self-directed care plans		X				X	
❖ Wellness Centers: Integrated physical and mental health services co-located at the Centers to provide individualized, inter-disciplinary, coordinated services							
❖ Providing services to clients where they live: buildings are centrally located, near other community organizations, rather than part of an outpatient clinic or FSP program site							
❖ Culturally appropriate services to reach persons of racial ethnic cultures who may be better served and/or more responsive to services in specific culture-based settings							
❖ Ethnic-specific outreach strategies to racial ethnic populations to eliminate disparities in care. Clients and families from the targeted communities are engaged to design the strategies and messages.							
❖ Open to members of the community at large; promotes community involvement with activities and members of the Centers and normalization of persons with mental illness.							
❖ Classes and other instruction for clients regarding what clients need to know for good health and successful living in the community							

ATTACHMENT A-11: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Adult IMD Step-Down Facilities**
Program Work Plan #: A-03	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Will provide supportive on-site mental health services and limited operational costs, when necessary, at selected licensed Adult Residential Facilities (ARF), and in some instances, assisted living, congregate housing or other independent living situations affiliated with the ARFs. Implementation of this program will assist clients from institutional and intensive residential settings to safely reside in the community following discharge from highly structured settings.
Priority Population *Describe the situational characteristics of the priority population.*	The program will serve individuals, 18 years of age and above, the majority of whom are ready for discharge from Institutions for Mental Disease. The program will target those individuals in higher levels of care who require supportive mental health and supportive services to transition from locked or highly structured settings to stable community placement and prepare for more independent community living. The program will also accommodate persons being discharged from acute psychiatric inpatient units or intensive residential facilities, or at risk of being placed in these higher levels of care, who are appropriate for this service.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Adult IMD Step-Down Facilities		X				X	
❖ Supportive residential mental health program provided by licensed mental health professionals, mental health workers, certified drug and alcohol counselors, and family and peer advocates							
❖ 24/7 capacity for emergencies and specialized programming							
❖ Operational cost supplement if necessary							
❖ A primary focus on peer support and family involvement, including client-run self-help groups and peer bridgers, promoting community re-integration from the time clients enter the program.							
❖ Collaboration with Alcohol and Drug Program providers and the County's Asian-Pacific Alliance to meet specific needs of program participants.							
❖ Linkage with vocational and employment services							
❖ Capacity for persons to move from the ARFs to permanent housing in assisted living, congregate or other independent living situations affiliated with the ARFs and maintain supportive mental health services, if needed							
❖ Linkage with Full Service Partnerships for clients requiring this level of care upon leaving the IMD Step-Down Facilities.							

ATTACHMENT A-12: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Adult Housing Services: Housing Specialists**
Program Work Plan #: A-04a	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Promotes the recovery of individuals with a mental illness many of whom have co-occurring disorders of mental illness and substance abuse by helping them obtain and retain housing with a particular emphasis on independent living. The Housing Specialists will collaborate with landlords in the private market and non-profit housing developers, the local Housing Authorities, clients, family members and service providers to increase the housing options for clients. Promoting client choice in housing options. They will also be available 24/7 to respond to landlord concerns and client crises. The expected outcomes of this program include decreased number of days individuals are homeless, in shelters and in institutional care and increased number of days individuals are in permanent, safe and affordable housing.
Priority Population *Describe the situational character-istics of the priority population*	Adults between the ages of 26 and 59 many of whom are homeless or have a history of homelessness, incarcerated or have a history of incarceration, in locked psychiatric facilities or are at risk of hospitalizations, in Adult Residential Care Facilities and other settings which are often temporary, unsafe and unaffordable. Many of these individuals have been traditionally unserved, underserved and inappropriately served and have had multiple barriers to finding appropriate housing such as poor credit histories, criminal backgrounds, co-occurring substance abuse problems and who are in need of supportive services in order to retain housing.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Adult Housing Services: Housing Specialist		X				X	
▪ Supportive housing to enable housing stability, recovery, and resilience							
▪ Culturally appropriate services							
▪ 24/7 support services for housing to prevent crisis							

ATTACHMENT A-13: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Adult Housing Services: Safe Havens**
Program Work Plan #: A-04b	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Promotes the values of wellness and recovery for individuals that have a mental illness and meet the definition of chronically homeless, many of whom have co-occurring disorders of mental illness and substance abuse by helping them obtain and retain housing in a high tolerance, safe and non-threatening environment. Safe Havens provide an additional housing option for individuals for whom the traditional shelter systems have not worked. Due to the high levels of disability among the targeted population, the program offers diverse, specialized services that are flexible to address the non-linear progression of mental illness and substance addiction. Supportive services are on-site 24/7 to address the needs of the residents and should result in the following outcomes: decreased number of days individuals are homeless, in shelters and in institutional care and increased number of days individuals are in permanent, safe and affordable housing and increased days in which people are employed. The Safe Havens will be expected to collaborate with many community agencies/groups such as law enforcement, business associations, and residential and drug and alcohol program providers. Residents will be identified through outreach and engagement. Individuals who were formally homeless will be hired as outreach workers.
Priority Population *Describe the situational character-istics of the priority population*	Adults between the ages of 26 and 59 who are chronically homeless, many of whom are isolated, self-neglecting and have long histories of trauma. These individuals typically have a history of incarcerations, hospitalizations, poverty and multiple medical problems. For most of these individuals the traditional mental health system has not been effective. This population has multiple barriers to finding appropriate housing such as poor credit histories, lack of income, criminal backgrounds, and co-occurring substance abuse problems. It includes those who are in need of supportive services in order to retain housing.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Adult Housing Services: Safe Havens		X				X	
▪ Supportive housing to enable housing stability, recovery, and resiliency							
▪ Outreach and engagement to homeless including peer outreach							
▪ Community support involving multiple agencies and groups							
▪ Culturally appropriate, values-driven, services available 24/7 that are integrated with overall service planning and support housing, including substance addiction							

ATTACHMENT A-14: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Adults Jail Transition and Linkage Services**
Program Work Plan # A-05	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Promotes the values of wellness and recovery for individuals that have a mental illness and have involvement in the criminal justice system. This program is designed to outreach and engage/enroll incarcerated individuals into appropriate levels of mental health services and supports, including housing and employment services, prior to their release from jail. Collaborations with Jail Mental Health Services, Mental Health Court Workers, Attorneys, family members, law enforcement, judges, and the workforce investment boards/Worksource Centers will be key to the success of this program. The goal of these services is to prevent release from the jails into homelessness and to assist individuals in finding jobs thus alleviating the revolving door of incarceration and unnecessary emergency/acute psychiatric inpatient services. Additional goals include linkage with Full Service Partnership programs and providing the supports needed to help people improve their quality of life.
Priority Population *Describe the situational character-istics of the priority population*	Adults between the ages of 26 and 59 who are incarcerated and at risk of repeated incarcerations who have not been linked to or appropriately served by existing community-based mental health programs. These individuals typically have a long history of incarcerations, hospitalizations, unemployment and poverty. For most of these individuals the traditional mental health system has not been effective. This population has multiple barriers to finding appropriate housing such as poor credit histories, lack of income, criminal backgrounds, and co-occurring substance abuse problems. It includes those who are in need of supportive services in order to retain housing and jobs.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Adult Jail Transition and Linkage Services		X				X	
▪ Client self-directed care plans							
▪ Integrated services involving collaboration with criminal justice system, family members, and workforce resource centers for the purpose of crisis prevention							
▪ Intensive community services and support teams							
▪ Culturally appropriate services							
▪ Linkages to appropriate services, including Full Partnership programs and housing and employment services							

ATTACHMENT A-15: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Older Adult Full Service Partnerships**
Program Work Plan #: OA-01	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Full service partnerships are the heart of the Community Service and Supports plan. Individuals and where appropriate their families enroll in a voluntary program with a single point of responsibility to insure that the person(s) receiving services receive the range of supports they need to accelerate their recovery and develop an on-going realization of wellness. Each enrolled individual participates in the development of a plan that is focused on recovery and wellness. Each enrolled individual has a single point of responsibility (Personal Service Coordinators for adults; case managers for youth and children). Each PSC or case manager has a low enough case load to insure 24/7 availability. Services include linkage to, or provision of, all needed services or benefits as defined by the client and/or family in consultation with the PSC for adults or case manager for children/youth Services are founded on a "whatever-it-takes commitment" and are judged effective by how well the individuals make progress on concrete outcomes of well-being.
Priority Population *Describe the situational character-istics of the priority population.*	**Older Adults (60 years+)** who have severe and persistent mental illness and **who are**: ❖ Not currently being served and have reduced functioning ❖ Homeless or at risk of being homeless ❖ Are institutionalized, or at risk of being institutionalized ❖ Who are in nursing homes, or receiving hospital or emergency room services

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Older Adult Full Service Partnerships							
❖ Any and all appropriate strategies under a "whatever it takes" commitment	X						X

ATTACHMENT A-16: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: Older Adult Transformation Design Team
Program Work Plan #: OA-02	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Create a true continuum of services for older adults to ensure timely access to needed help: generate and analyze relevant data; collaboratively develop and evaluate new values-driven, evidence-based, culturally-relevant, field-capable, promising clinical programs that meet the special needs of older adults.
Priority Population *Describe the situational character-istics of the priority population*	Older adults between the ages of 60 and 64, and those who are 65 years and older; as programs develop, specialized services for those who are over 75 of age will become a focus. Older adults who have been traditionally unserved or underserved, including, clients who need much engagement to access and maintain services; individuals who are severely mentally ill and/or isolated, self neglecting, abused, and homeless; undocumented, immigrants and/or monolingual in a language other than English, uninsured, and underinsured.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Older Adult, Systems Transformation Teams		X					X
▪ Recovery-oriented approaches specific to older adults, including employment, volunteerism, and continuing education to foster meaningful use of time							
▪ Evidence-based, integrated treatment of co-occurring disorders in older adults							
▪ Culturally sensitive, evidence-based or promising practices for assessing and treating older adults, including assessment strategies that integrate primary healthcare providers in the treatment team to focus on wellness and recovery							
▪ Best practices for transition age adults and highly specialized needs of older adults 75+							
▪ Education in older adult services including suicide, psychopharmacology, and COD							
▪ Expand housing options and strategies, including support for least restrictive settings							
▪ Include clients and family members in planning and oversight efforts							
▪ Build on current collaborations including: City and County Department of Aging, senior peer counseling programs, Multi-Service Senior Centers, County Adult Protective Services, and others.							

ATTACHMENT A-17: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Older Adult Field-Capable Clinical Services**
Program Work Plan #: OA-03	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Create field-capable, specialized, clinical services for older adults delivered by interdisciplinary teams of professionals trained to work with older adults. These services will be provided in locations preferred by clients in collaboration with other service providers such as primary medical providers.
Priority Population *Describe the situational character-istics of the priority population*	Older adults between the ages of 60 and 64, and those who are 65 years and older; as programs develop, specialized services for those who are over 75 of age will become a focus. Older adults who have been traditionally unserved or underserved, including for example, clients who need much engagement to access and maintain services; individuals who are severely mentally ill and/or isolated, self neglecting, abused, and homeless; undocumented, immigrants and/or monolingual in a language other than English, uninsured, and underinsured.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Older Adult, Field-Capable Clinical Services		X					X
▪ Field-capable, interdisciplinary teams will be trained in recovery. They will coordinate care with available older adult appropriate psychiatric emergency services and conservatorship support to ensure timely access to needed help.							
▪ Outreach and engagement, bio-psychosocial assessment, individual and family treatment, medication support, linkage and case management support, peer counseling, family education and support							
▪ Specialized treatment for COD, substance abuse and physical health problems							
▪ Consultation by older adult specialists such as geriatricians and gero-pharmacists							
▪ Facilitate access to permanent housing and support, including services in home settings and linkages to in-home health care.							
▪ Service extenders to be essentially involved on interdisciplinary teams as peer counselors, peer bridgers, and support group leaders for families, caregivers, and clients							
▪ Planning and implementation in collaboration with wide range of older adult service providers							

ATTACHMENT A-18: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Older Adult Service Extenders**
Program Work Plan #: OA-04	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	As part of field-capable, clinical teams, service extender programs enable peer counselors, peer bridgers, and family members to address the primary concerns of older adult clients and their families in a highly sensitive and culturally appropriate manner in settings that are most comfortable to clients such as homes, residential facilities and community locations.
Priority Population *Describe the situational character-istics of the priority population*	Older adults between the ages of 60 and 64, and those who are 65 years and older; as programs develop, specialized services for those who are over 75 of age will become a focus. Older adults who have been traditionally unserved or underserved, including for example, clients who need much engagement to access and maintain services; individuals who are severely mentally ill and/or isolated, self neglecting, abused, and homeless; undocumented, immigrants and/or monolingual in a language other than English, uninsured, and underinsured.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Older Adult, Service Extenders							
▪ Peer support to vulnerable older adult clients to support wellness and recovery		X					X
▪ Peer support for family members to strengthen network of relationships							
▪ Peer counseling to identify and intervene when older adults are at risk of abuse, neglect or disability to increase safety net for clients							
▪ On-going and continuous home visits to strengthen network of relationships and linkages to services							
▪ Peer support for independent living through timely notification of unsafe housing conditions such as hoarding, neglect, or abuse to multi-disciplinary teams							
▪ Service extenders as models for recovery and hopefulness especially for clients whose journey to wellness may be just beginning							
▪ Service extender recruitment from local communities to reflect the cultural sensitivities and linguistic needs of the clients'. Strategies with demonstrated effective like "Promotoras" will be considered in developing this program.							
▪ Close supervision and active discussions regarding differing needs of men and women who are aging to ensure gender-sensitive engagement							

ATTACHMENT A-19: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Older Adult Training**
Program Work Plan #: OA-05	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Providing transformative education to professionals, peers, family members and community partners to help change attitudes and increase knowledge regarding integrated treatment, recovery, peer support, and emerging best practices for values-driven and promising clinical services that support client-selected goals for culturally diverse older adults. Training will be provided to primary care providers and other health providers to increase coordination and integration of mental health, primary care, and other health services. Staff providers, clients, family members, and community partners.
Priority Population *Describe the situational character-istics of the priority population.*	Older adults between the ages of 60 and 64, and those who are 65 years and older; as programs develop, specialized services for those who are over 75 of age will become a focus. Older adults who have been traditionally unserved or underserved, including for example, clients who need much engagement to access and maintain services; individuals who are severely mentally ill and/or isolated, self neglecting, abused, and homeless; undocumented, immigrants and/or monolingual in a language other than English, uninsured, and underinsured.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Older Adult, Training		X					X
▪ Training that supports the values and priorities of MHSA including: effective interventions, evidence-based and promising practices for culturally diverse populations; recovery models for older adults; integrated treatment of co-occurring disorders among older adult populations; challenges for transition age adults; employment and volunteerism for older adults; housing options for older adults; understanding of benefits and benefits establishment; stigma and ageism and their influence on providers, clients, and family; developmental and life cycle issues in aging; assessment methods and screening tools for ethnically and linguistically diverse groups							
▪ Transformative training focused on changing attitudes in support of peer counseling and peer bridging programs.							
▪ Clients and family members employed as service extenders will be included in training programs to promote the recovery model.							
▪ Community partners to be included in training effort including first responders, law, safety and code enforcement, public guardian, adult protective services, consumers, family members, caregivers, allied professionals, universities, professional organizations, training institutions, and county departments.							

ATTACHMENT A-20: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY	
County: Los Angeles	Program Work Plan Name: **Service Area Navigator Teams**
Program Work Plan #: SN-01	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	Service Area Navigator Teams will be a crucial structure to help people find the formal and informal supports they need. We will begin by establishing one team in each of the eight Service Area. Consumers and family members will be part of SNT and may serve as advocates when system barriers are encountered. Team members and those who support them will: ❖ Engage with people and families quickly identify currently available services, including supports and services tailored to the particular cultural, ethnic, age, and gender identity of those seeking them; ❖ Recruit community-based organizations and professional service providers to become part of an active locally-based support network for people in the Service Area, including those most challenged by mental health issues; ❖ Follow-up with people with whom they have engaged to ensure that they have received the help they need; ❖ Use information technology and other means to map and keep up to date about the current availability of services and supports in the Service Area; ❖ Engage in joint planning efforts with community partners, including community-based organizations, other County Departments, intradepartmental staff, schools, health service programs, faith based organizations, self-help and advocacy groups, with the goal of increasing access to mental health services and strengthening the network of services available to clients of the mental health system; ❖ Promote awareness of mental health issues, and the commitment to recovery, wellness, and self-help.
Priority Population *Describe the situational characteristics of the priority*	All people with mental health issues in a Service Area, with a beginning focus on the priority focal populations for the Full Service Partnerships for all four age groups, un-served and under-served ethnic communities, special populations, and others.

population.	

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Service Area Navigator Teams	X	X		X	X	X	X
▪ Design of each team will reflect the needs of each local area with a balance of professional skills, community-based skills and lived experience; especially intimate familiarity with community-based supports and services.							
▪ Supports service integration through linkages to mental health and supportive services. Trouble shoots when system barriers are encountered.							
▪ Collaboration with the Full Service Partnership agencies in the Service Area to appropriately outreach, engage and refer appropriate individuals to these agencies							

ATTACHMENT A-21: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: Los Angeles	Program Work Plan Name: **Alternative Crisis Services: Urgent Care Centers**
Program Work Plan #: ACS-01a	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	The Urgent Care Centers (UCC) will provide intensive crisis services to individuals who otherwise would be brought to the Department of Health Services Psychiatric Emergency Services, that are less likely to require psychiatric hospitalization or medical care, but are in need of stabilization and linkage to ongoing community-based services. Providing crisis intervention services, including integrated services for co-occurring substance abuse disorders, in a UCC with a focus on recovery and linkage to ongoing community-based services will impact unnecessary and lengthy involuntary inpatient treatment, as well as promote care in voluntary treatment settings that are recovery oriented.
Priority Population *Describe the situational character-istics of the priority population*	Situational characteristics of clients to be served include those who are repetitive and high utilizers of emergency and inpatient services, those with co-occurring substance abuse, those needing medication management, and those whose presenting problems can be met with short-term (under 23 hour) immediate care and linkage to community-based solutions. Often these clients will be ones struggling with a lack of housing.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Alternative Crisis Services: Urgent Care Centers	X	X			X	X	X
• Intensive crisis services for stabilization and linkage to ongoing community-based services							

ATTACHMENT A-22: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: Los Angeles	Program Work Plan Name: **Alternative Crisis Services: Countywide Resource Management**
Program Work Plan #: ACS 01b	Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	This program will provide overall administrative, clinical, integrative, and fiscal management functions for the Department's indigent acute inpatient, long-term institutional, and crisis, intensive, and supportive residential resources, with daily capacity for over 1200 persons. This coordination, linkage and integration of inpatient and residential services throughout the system will enhance the goals of the MHSA by reducing re-hospitalization, incarceration and the need for long-term institutional care, while increasing the potential for community living and recovery.
Priority Population *Describe the situational character-istics of the priority population*	The population served by this program is all TAY, adults and older adults who utilize any of the types of facilities and programs listed above. In most instances the population served will be in preparation for or transitioning to community living or less restrictive facilities. The population served will include persons from all ethnic groups and sexual orientations.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Countywide Resource Management	X	X			X	X	X
• Coordination of resources to maximize client flow between higher levels of care and community-based mental health services and supports.							
• On-going planning and implementation of programs that promote transition of individuals residing in institutional care to community-based programs that promote and sustain recovery							
• Management of the Residential and Bridging Services and the Jail Transition and Linkage Services to enhance coordination of resources							
• Collaboration with Service Area Navigators (adult and older adult programs) and System Navigators (children and TAY programs)							
• Extensive collaboration with Full Service Partnership providers and the Intensive Service Recipient project to ensure that persons requiring these levels of care are identified, linked and enrolled							
• Regular quality of care and outcomes review to ensure that services provided address the unique needs of clients served, including those with co-occurring behavioral disorders							
• Development of specialized programs within the residential facilities that are culturally relevant and meet specialized needs such as those of the hearing impaired and persons exiting the forensic mental health system.							

ATTACHMENT A-23: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: Los Angeles Program Work Plan #: ACS-01c	Program Work Plan Name: **Alternative Crisis Services: Residential & Bridging Services** Estimated Start Date: January 1, 2006
Description of Program *Describe how this program will help advance the goals of the MHSA*	The Residential and Bridging Services will provide DMH program liaisons and peer advocates/bridgers to assist in the coordination of psychiatric services and supports for individuals being discharged from County hospital psychiatric emergency services and inpatients units, County contracted private acute inpatient beds for uninsured individuals, UCCs, IMDs, crisis residential intensive residential, and supportive residential, substance abuse, and other specialized programs. The program will promote the expectation that clients must be successfully reintegrated in their communities upon discharge and that all care providers must participate in individual's transitions to the community. This coordination, linkage and integration of inpatient and residential services will enhance the goals of the MHSA by reducing re-hospitalization, incarceration, and the need for long-term institutional care and promote the potential for community living.
Priority Population *Describe the situational character-istics of the priority population*	The populations served by this program are children,TAY, adults, and older adults who utilize any of the types of facilities and programs listed above. The populations served will be for successfully transitioning to community living or less restrictive facilities. The population served will include persons from all ethnic groups and sexual orientations.

Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Alternative Crisis Services: Residential & Bridging Services	X	X			X	X	X
• Crisis services including supportive residential, integrated services, substance abuse, and other specialized program							
• On-site services through providers							

ATTACHMENT A-24: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: Los Angeles	Program Work Plan Name: **Alternative Crisis Services: Enriched Residential Services**
Program Work Plan #: ACS-01d	Estimated Start Date: July 1, 2006
Description of Program: *Describe how this program will help advance the goals of the Mental Health Services Act*	The purpose of this unlocked facility is to help individuals' transition to more independent living. Persons will be placed voluntarily in this facility from County hospitals and IMD's after consultation between the Department the person receiving services. Persons placed in the facility will typically stay between 2-6 months. A variety of structured programs and activities will be available to persons in the facility, all designed to help people become more familiar with the neighborhood and gain increasing independence. The facility will be staffed 24/7. While persons can always leave the facility voluntarily, the facility is secure in that staff will be available to engage with a person who may be in the midst of a psychiatric episode and attempts to leave the facility. Staff will engage and encourage him or her to stay and continue accessing the supports and services needed to promote recovery.
Priority Population: *Describe the situational characteristics of the priority population*	The population to be served by this program are adults and TAY, 18 to 64 years of age, from County hospitals and long-term institutional setting who still require structured, supported residential services and stabilization prior to transition to lower levels of community-based care and independent housing. The population served will include persons from all ethnic groups and sexual orientation.

Describe strategies to be used. Funding Types requested (check all that apply). Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
Alternative Crisis Services: Enriched Residential Services	X	X			X	X	X
• Crisis services – community-based intensive residential services							

Attachment A-25: INFORMATION TECHNOLOGY PROJECT PLAN SUMMARY

County: Los Angeles	Project Name: Integrated Behavioral Health Information System (IBHIS), page 1 of 1
Project Work Plan #: 1	Estimated Start Date: May 1, 2006
Description of Project: *Describe how this project will help advance the goals of the Mental Health Services Act*	The LA County Integrated Behavioral Health Information System (IBHIS) will maintain treatment plans, document services against these plans, and assess the outcomes of any services provided. It will then be possible to import data into a data warehouse for reporting and trending of outcome measures and ensure programs and practices improve over time. The system will facilitate coordinated and appropriate services by a range of geographically dispersed service providers. Additionally, it will reduce the number of times the consumer is required to provide their information during the course of receiving services.
Current Project Phase	The initial phase of the project includes the following strategies toward implementation of the IBHIS:

- Develop the requirements specification and Request for Proposal (RFP) for the IBHIS project
- Develop an EHR vendor contract and EHR implementation plan
- Develop a data warehouse restructuring plan for expanded data integration and decision support
- Implement a computer system interface application (BizTalk) and workflow software (Captaris)
- Develop IT system changes as required for implementing MHSA CSS programs and for compliance with state reporting
- Procure clinic workstations

ATTACHMENT 26: INFORMATION TECHNOLOGY PROJECT PLAN SUMMARY

County: Los Angeles	Project Name: IT Support for MHSA Program Implementation
Project Work Plan #: 2	Estimated Start Date: Jan 2007
Description of Project: *Describe how this project will help advance the goals of the Mental Health Services Act*	Los Angeles County will be hiring consultants to support the MHSA Program Implementation. The consultants will be used to deliver the information technology functionality and services necessary for the implementation and support of its Community Services and Support Plan. The consultants will help to improve the accessibility of services to clients by increasing the amount of services delivered in the field through wireless communication; assist with the capturing of data to assess client outcomes and progress towards goals and the effectiveness of MHSA activities for clients and family members; provide for the collection of new MHSA Client and Services Information (CSI) system and Data Collection and Reporting (DCR) system data elements to support federal and MHSA performance outcome reporting requirements; setup and configure the technical infrastructure to support the increase in MHSA staff; and improve the level of service provided to clients through increased help desk support.
Current Project Phase	The current phase of the project includes the following strategies toward implementation of the Support for MHSA Program Implementation project:

- Develop revisions to the MHSA Performance Outcomes Measures Application
- Develop the Full Service Partnership Client Authorization application
- Support new staff assigned to the MHSA programs by installing systems, changing network connections, relocating existing staff to new locations, etc.
- Support an increase in wireless communication by implementing more services to be delivered in the field and supporting the devices associated with the wireless communication
- Support the setup of new facilities that support MHSA programs in terms of network installation, communication infrastructure, hardware and software setup.
- Provide increased help desk support for MHSA programs

RESOLUTION OF
THE BOARD OF SUPERVISORS OF
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Los Angeles, does hereby authorize Marvin J. Southard, D.S.W., Director of Mental Health, to sign the State Mental Health Services Agreement No. 05-75524-000 with the State of California Department of Mental Health for Fiscal Years 2005-06, 2006-07 and 2007-08.

The foregoing Resolution was adopted on the ____ day of _____, 2007, by the Board of Supervisors of the County of Los Angeles, and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities, for which said Board so acts.

SACHI HAMAI, Executive Officer
Board of Supervisors of the
County of Los Angeles

_____
Chairman, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Stephanie Jo Farrell
Senior Deputy County Counsel

Attachment III

Objection to certain provisions of Agreement No.05-75524-000

By signing this contract, (County Agreement No. **05-75524-000**), Los Angeles County Department of Mental Health does not intend to be bound by certain provisions as currently drafted. Specifically, the County objects to language contained in the contract that creates or implies a HIPAA business associate relationship between the parties where none exists, creates or implies a HIPAA business associate relationship between the County and its contractors where none exits, restricts use or disclosure of information otherwise permitted by state and federal law, mandates excessive or preclusive security measures, and allows the State Department of Mental Health (State) to amend the contract at its sole discretion.

Los Angeles County is aware that the State has been working with several counties to negotiate revisions to each segment of objectionable language. It is our understanding that the final versions of the revised language are near completion and can become part of this agreement shortly.

However, all parties believe it advisable to provisionally execute the contract in its current state to avoid possible interruption of program service delivery or funding. Parties to the contract shall use their best efforts to resolve the above referenced issues expeditiously.