County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

DAVID E. JANSSEN
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

July 31, 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:

DEPARTMENT OF MENTAL HEALTH: APPROVAL TO RENEW HUMAN IMMUNODEFICIENCY VIRUS/ACQUIRED IMMUNE DEFICIENCY SYNDROME (HIV/AIDS) MENTAL HEALTH SERVICES PLAN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF MENTAL HEALTH FOR FISCAL YEARS 2007-08, 2008-09 AND 2009-10 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and accept the California Department of Mental Health (State) Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Mental Health Services Agreement Number 07-77008-000 (Attachment I) with the County of Los Angeles - Department of Mental Health (DMH), for the continuous provision of mental health services to seriously and persistently mentally ill persons living with, or at risk for, HIV/AIDS for the Agreement period of July 1, 2007 through June 30, 2010. The amount for each Fiscal Year (FY) is $376,000 and the total Agreement Amount is $1,128,000.

2. Authorize the Director of Mental Health or his designee to sign two (2) copies of the Agreement No.07-77008-000 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 Agreement No.07-77008-000.

4. Delegate authority to the Director of Mental Health or his designee to execute future amendments to this Agreement, provided that: 1) approval of County Counsel and the Chief Executive Officer (CEO) or their designees is obtained prior to any such Amendment; and, 2) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

This Board letter will allow the subject program to continue upon the same terms and conditions as previously set forth by the State and approved by your Board on December 14, 2004.

This Agreement will allow for the continuous delivery of HIV/AIDS mental health services, outreach, and training and enable the County of Los Angeles - Department of Mental Health to achieve its goals of identifying mentally ill persons living with or at risk for HIV/AIDS, linking these consumers to HIV-sensitive mental health services, and providing educational and informational updates regarding the changing status of HIV/AIDS in Los Angeles County to clinicians, administrative, and support staff.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan Organizational Goal No. 1, "Service Excellence." The approved actions will ensure provision of accessibility to quality services.

FISCAL IMPACT/FINANCING

There is no impact on net County cost.

The State's annualized funding total is $376,000. Of this amount, $273,398 will be used to continue funding DMH's directly-operated clinical staff and other costs associated with the delivery, coordination, and monitoring of HIV/AIDS mental health services for mentally ill consumers. In addition, $102,602 will be used to continue partial funding to two existing (2) DMH Legal Entity contractors: $37,466 to AIDS Project Los Angeles, and $65,136 for The Los Angeles Gay and Lesbian

Community Services center, for their provision of community outreach services to the HIV/AIDS targeted population in the Los Angeles County.

The annual Maximum Reimbursement Amount of $376,000 for each fiscal year is fully funded by the State. Funding is included in DMH's FY 2007-08 Adopted Budget. Funding for FYs 2008-09 and 2009-10 will be requested during DMH's annual budget process and may be subject to change because of anticipated budgetary factors, which may impact the funding that is given to the County by the State and/or federal government on an annual basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Based on epidemiological information provided by DMH, there is a high correlation between HIV infection and mental health status. Additionally, DMH has determined that clients who are seriously and persistently mentally ill are more likely to engage in high-risk behaviors; this is particularly true in geographic areas where seroprevalence data show high incidence of HIV/AIDS. Mental health clients often lack adequate information and early intervention services and require more sensitive screening than is provided through annual or intake clinic health assessments. This combination of factors may cause many of our mental health clients to delay testing.

The long-term objective of HIV/AIDS mental health services within DMH has been to integrate HIV-related services into DMH's existing array of directly-operated clinics and contracted agencies. The services provided as a result of this Agreement serve as a model for HIV-related mental health care at community clinics across Los Angeles County.

For the next three (3) fiscal years, this Agreement will assure services are available across a larger geographic area and to a greater number of at-risk consumers.

The Agreement format, which includes proposed budget details as currently provided in Exhibit B, will require revisions to Exhibit B through an Amendment, as advised by the State AIDS Project Coordinator. Revisions to the department's proposed HIV/AIDS budget are necessary to adjust budget details, including salaries, pertaining to the staffing pattern.

DMH's administrative and clinical staff are assigned to administer and supervise agreements, evaluate programs to ensure that quality services are being provided to clients, and substantiate through various means, including units of service entered into the Integrated System and clinical record keeping, that Agreement provisions and departmental policies are being followed.

The Agreement and the attached Resolution have been reviewed and approved as to form by County Counsel. The proposed actions have been reviewed by the CAO and DMH's fiscal and program administrations.

CONTRACTING PROCESS

The legal entity contracts with AIDS Project Los Angeles and Los Angeles Gay & Lesbian Center were renewed by the Board on June 27, 2006, for an additional three year period from July 1, 2006 through June 30, 2009. It is anticipated that their contracts will be renewed again upon future expiration. Both agencies are funded by County General Fund (CGF) and State HIV/AIDS program dollars.

At the time the DMH HIV Contract with State originated in July, 2000, AIDS Project Los Angeles and Los Angeles Gay & Lesbian Center were the only two DMH contracting agencies with the most experience in providing community-based mental health services outreach to the focal population cited in the Scope of Work (men who have sex with men, communities of color, substance using populations). They are still the two DMH contract agencies who are the pre-eminent agencies in providing the community based mental health services to the targeted population in the State HIV/AIDS funding Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

With Board approval, DMH will allow for continuation of mental health, outreach, and training services for HIV/AIDS clients through the State funding. Additionally, approval of this Agreement ensures the receipt of the State funds, which have been included in the department's FY 2007-08 Adopted Budget.

CONCLUSION

The Department of Mental Health will need two (2) copies of the Board's actions and will require two (2) certified Resolutions. It is requested that the Executive Officer, Board of Supervisors, notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when these documents are available.

Respectfully submitted,

DAVID E. JANSSEN
Chief Executive Officer

DEJ:SRH:SAS
DRJ:DS:bjs

Attachments (2)

c: County Counsel
Director, Department of Mental Health
Chairperson, Mental Health Commission

State of California

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

ATTACHMENT I

Agreement Number	Amendment Nbr.
07-77008-000	

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 Dept. of Mental Health

2. The Term of this Agreement is: **July 01, 2007 or upon final approval, through June 30, 2010**

3. The maximum amount of this agreement is: **$1,128,000.00**
One Million One Hundred Twenty Eight Thousand Dollars And No Cents

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) 13
Exhibit B - Budget Detail and Payment Provision	Page(s) 7
* Exhibit C - General Terms and Conditions	Form: GTC 307 Dated 3/28/2007
Exhibit D - Special Terms and Conditions	Page(s) 7

*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 Dept. of Mental Health

BY *(Authorized Signature)* | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Marvin J. Southard, Director

ADDRESS **550 S. Vermont Avenue, 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

Elaine Bush
Procurement and Contracting Officer

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

California
Department of General Services
Use Only

EXHIBIT A

SCOPE OF WORK

1. The contractor, hereafter known as Los Angeles County DMH, COD/HIV Systems of Care, agrees to provide mental health services to assist people with HIV/AIDS as described herein:

   The goal of the COD/HIV Mental Health Services Team is to develop and implement sensitive, competent and appropriate HIV-related services through the network of directly-operated and contracted mental health clinics. Such services include individual/group mental health services, outreach, and training/technical assistance. Subcontractors to be enlisted are AIDS Project Los Angeles, Los Angeles Gay and Lesbian Center, and Harbor-UCLA Medical Center. Services to be provided by each of these subcontractors are detailed in the attached Scope of Work Plans.

2. The services shall be performed at: Hollywood Mental Health Center (1224 N. Vine St., Los Angeles, CA 90038); Long Beach Mental Health Center (1975 Long Beach Blvd., Long Beach, CA 90806); and, Compton Mental Health Center (921 E. Compton Blvd., Compton, CA 90221).

3. The services shall be provided during regular business hours, Monday through Friday, except holidays.

4. The project representatives during the term of this agreement will be:

State Agency: Department of Mental Health	Contractor: County of L.A. Dept. of Mental Health
Name: Joseph Kim	Name: Fernando L. Escarcega, District Chief
Phone: 916-651-6339	Phone: 213-305-3641
Fax: 916-654-5591	Fax: 213-738-4640

Direct all inquiries to:

State Agency ; Department of Mental Health	Contractor: County of LA Dept. of Mental Health
Section/Unit: Systems of Care/ Adult & Older Adult Program Policy	Section/Unit: COD/HIV Programs
Attention: Joseph Kim, AIDS Project Coordinator	Attention: Mark Parra, COD Admin./Training Co'or
Address: 1600 9th Street, Room 100 Sacramento, CA 95814	Address: 550 S. Vermont Ave., 11th Floor Los Angeles, CA 90020
Phone: (916) 651-6339	Phone: 213-351-6633
Fax: (916) 654-5591	Fax: 213-738-4640

5. Program Evaluation

   The contractor will prepare and submit annual program report to the State Department of Mental Health by June 30, 2008, June 30, 2009, and June 30, 2010. The format and content of the annual report will be as required by DMH. DMH reserves the right to modify these requirements during the term of the agreement.

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6. Detailed description of work to be performed and duties of all parties:

LAC COD/HIV PROGRAM

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	MEASURABLE OBJECTIVES
1.0	Provision of direct mental health services by three (3) HIV Specialists to persons at risk for HIV or living with HIV disease at five directly operated clinics in the County: • Hollywood – 1 clinician • Compton – 1 clinician • Long Beach – 1 clinician	**1.01**	Annual provision of 1700 hours of face-to-face contact with clients and collaterals for the purpose of assessment, service and coordination plan development, implementation of service plan, therapy, case management and monitoring progress. Includes support group activities for clients.	07/01/07 - 06/30/10	All assessments, service and coordination planning, crisis intervention, therapy, case management and medication support will be documented in the client's chart in accordance with accepted LAC DMH standards of service delivery.
		1.02	Annual provision of 1700 hours of telephone contact with clients and collaterals for the purpose of assessment, service and coordination plan development, implementation of service plan, therapy, case management and monitoring progress. 200 hours of medication support service to clients at risk for HIV or living with HIV disease annually. (Services can be provided by nurses and licensed psychiatric	07/01/07 - 06/30/10	

EXHIBIT A

			technicians only.)		
		1.03	200 hours of case activity with no client contact, for purposes of plan development, writing reports, closing cases, case consultation and case conference provided annually.	07/01/07 - 06/30/10	
		1.04	Annual provision of 200 hours of face-to-face and telephone crisis intervention with client or significant others.	07/01/07 - 06/30/10	
		1.05		07/01/07 - 06/30/10	

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	MEASURABLE OBJECTIVES
2.0	Provision of HIV risk assessment, outreach and risk reduction education	**2.01**	Annually, a total of 60 hours of in-service training devoted to discussing HIV risk assessment	07/01/07 - 06/30/10	Calendar of in-service trainings kept on file.

EXHIBIT A

	training by three (3) HIV specialists to persons with SPMI who have risk factors for acquiring the HIV infection. Risk reduction edu-cation for persons who are HIV infected.		and HIV-related topics with the staff at the 5 DMH clinics. The goal of the in-service trainings include: 1. Encouraging clinicians to incorporate HIV risk assessment into their client interventions. 2. Generate referrals of clients to the HIV specialist for HIV risk reduction sessions and HIV testing.		
		2.02	1000 hours of face-to-face and telephone risk assessment and risk reduction education with clients and collaterals annually.	07/01/07 - 06/30/10	All risk assessment and risk reduction education sessions with DMH clients will be documented in the client's chart. Contacts with non-clients documented on DMH Form #227 - Community Outreach Services.
		2.03	Annual provision of 1900 hours of group risk reduction education sessions to residents of board and care homes, IMD's and other residential settings within Los Angeles County. Contact includes 5 one hour sessions. Issues addressed include: HIV risk factors, safer behaviors and knowledge, skills and attitudes about HIV. Curriculum for the trainings modified from Columbia University. Education sessions are	07/01/07 - 06/30/10	Calendar of group risk reduction education sessions kept on file. Participant attendance sheets and evaluations kept on file.

EXHIBIT A

			paired with anonymous HIV testing at the last session.		

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	MEASURABLE OBJECTIVES
3.0	All clinic sites will offer periodic free and anonymous HIV testing to LAC DMH client.	**3.01**	All five HIV specialists will attend HIV pre- and post testing counseling training and be certified by the State Office of AIDS through our collaboration with the Los Angeles Gay and Lesbian Center.	ongoing	Documentation of State Certification to be kept in each staff's personnel file.
		3.02	Staff at each clinic will arrange for HIV testing days/times in accordance to client need and clinic management direction. Testing can be performed by the following: 1. LA Gay and Lesbian Center staff 2. Another certified HIV testing program (mobile van) 3. Appropriate trained DMH staff (pending approval of DMH HIV testing policy)	ongoing	Calendar of HIV Testing dates to be kept on file.
			HIV pre- and post test counseling conducted by 6 DMH HIV Specialists. Staff will follow the HIV testing policies set forth by the LA Gay and Lesbian Center		HIV pre- and post-test counseling sessions will be

EXHIBIT A

		3.03	HIV Testing and Counseling Services. The Gay and Lesbian Center will provide all supplies and laboratory services. Clients will be offered the choice of either anonymous or confidential testing.	Pending DMH HIV Testing Policy Approval	documented in the client's chart in accordance with accepted LAC DMH standards of service delivery. Confidential test results will be made part of the client's chart. Because anonymous test results will not contain any identifying client information, they will not be included in the client's chart unless specifically requested by the client. Per DMH policy on HIV documentation and confidentiality, HIV test results will be released only with the client's written consent specifying the release of HIV test results.

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HARBOR-UCLA MEDICAL CENTER

OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIMELINE	MEASURABLE OBJECTIVES
1.	Provision of Mental Health Services to persons with HIV Disease at Harbor-UCLA Medical Center	1.01	874 hours of assessment (psychological and neuropsychological testing), individual psychotherapy, and case management as indicated by history and background to persons with HIV disease.	7/01/07-06/30/10	All assessment, psychotherapy, medication monitoring, and outreach activities will be documented in accordance with accepted standards of service delivery

EXHIBIT A

AIDS PROJECT LOS ANGELES

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	ACTIVITY TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
1. Contractor shall provide community outreach services to clients with HIV/AIDS and their significant others/families, including assessment, brief intervention, referral, and information regarding mental health services.	1. Respond to clients who express need for mental health services, directly or indirectly, via phone or in person	On-going	COS forms; crisis intervention forms
2. Contractor shall provide training and consultation for other providers, regarding mental health issues, substance use and psychosocial issues of people living with HIV/AIDS	2a Contractor shall respond to requests for consultation by assisting in person or via phone 2b Contractor shall conduct trainings for other AIDS Service organizations and community mental health agencies regarding the psychosocial issues challenging people living with HIV or AIDS.	On-going	Training curricula; sign-in sheets; written records of supervision/consultations.
3. Contractor shall provide training for DMH staff and contractors regarding HIV/AIDS & Mental Health, covering issues including but not limited to: medical overview; psychosocial/emotional issues; effects on family and significant others; prevention issues; issues arising in mental health treatment; countertransference; suicide; HIV resources; etc.	3a Work with DMH HIV Services staff to continually develop curriculum to meet specific needs of DMH staff and contractors 3b DMH staff will identify groups of staff to be trained, and will work with Contractor to schedule trainings 3c Provide trainings, adjusting schedule and curriculum as needed	On-going On-going On-going	Final curriculum Training Schedule Training evaluations
4. Contractor shall accept referrals from DMH of DMH clients in need of linkage to resources (e.g., food, medical care, etc.)	4a Work with DMH HIV Services staff to develop and refine system to ease referral process.	On-going	Document referrals from DMH in Case Watch notes

EXHIBIT A

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	ACTIVITY TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
	4b Meet with DMH HIV Services staff as needed to provide for continuing refinement of process and to deal with any problems that arise	On-going	Documentation of meetings and phone conversations
5. Contractor shall link clients of APLA who meet DMH criteria (serious and/or persistent mental illness) with DMH HIV services for the provision of psychiatric intervention and other DMH services.	5a Work with DMH HIV Services staff to refine already-existing system to ease referral process. 5b Meet with DMH HIV Services staff as needed to provide for continuing refinement of process and to deal with any problems that arise	On-going On-going	Document referrals to DMH in Mental Health Department records, and in Case Watch as appropriate Documentation of meetings and phone conversations

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LOS ANGELES GAY AND LESBIAN CENTER

MEASURABLE OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIME LINE	METHOD OF EVALUATION & DOCUMENTATION
1.	Provide outreach to the target population informing them of available services at LAGLC.	**1.**	Through marketing efforts and participation in community forums and trainings, making information available to the target populations.	On-going	List of attended events, dates & sign-in sheets, when possible Copy of brochures; copies "Vanguard," LAGLC monthly newsletter.
2.	Provide monthly forums and other mechanisms for feedback on offered HIV services.	**2a.**	Facilitation and maintenance of monthly Client Advisory Board. A board of HIV+ clients receiving services at the Center.	On-going - Monthly	Provide minutes and attendance records of the Client Advisory Board.
		2b.	Distribution and collection of client satisfaction surveys.	Annually	Provide copies of the Client Satisfaction Survey form and results.

EXHIBIT A

MEASURABLE OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIME LINE	METHOD OF EVALUATION & DOCUMENTATION	
3.	On a monthly basis, 15 HIV-positive clients will participate in group services to support the reduction of, or abstinence from harmful substance use and unprotected sexual behavior, and to provide positive acculturation experiences to enhance quality of life and reduce the risk of HIV infection.	3a.	Clients informed at Intake of availability of various groups; provided with referral to appropriate group facilitator. Clients may also be referred by their counselor, when/if substance use/compulsive sexual behavior is identified as a problem. Potential clients calling or e-mailing MHS seeking addiction or compulsive sexual behavior resources are provided with information re:	On-going	(a)	Intake form completed, documenting referral to group. Phone or e-mail inquiries and/or referrals documented. Referral and reason for referral documented in Progress Notes for clients in counseling.
		3b.	pertinent groups and referral to appropriate group facilitator.		(b)	Group facilitator to complete an Intake form on any referred client who has not already completed an intake. Booking form is completed by facilitator for all clients accepted into the group.
		3c.	All clients referred to groups will have consultation (via phone or in-person) with group facilitator to determine their appropriateness and readiness for participation in the group.		(c)	Documentation re: referrals will be noted in client's chart (Progress Note or as part of Discharge Summary).
		3d.	Those clients who do not meet the criteria for group participation, will be provided, as appropriate, with referrals to individual psychotherapy at MHS, to 12-step groups, to residential treatment facilities, or other, non-LAGLC support resources.		(d)	Psychiatric Referral form is completed for all in-house referrals. Documentation in Progress Notes for any outside psychiatric referrals.
		3e.	Refer those clients indicating a need for psychotropic medication to the MHS Psychiatric Nurse		(e)	

EXHIBIT A

		3f.	Practitioner or, as appropriate, an outside psychiatric resource, for a consult and treatment. Provide ongoing clinical support and intervention to clients in the support group(s). Make appropriate referrals for support services to other LAGLC Depts (Goodman Clinic; Sexual Health; Health Education and Prevention) and outside agencies as needed by clients in the group(s).	**(f)**	Treatment Plan established for each group participant. Progress Note in client's record for each group session attended by client. Group Sign-in sheet maintained. Referral and reason for referral documented in Progress Notes and/or at discharge on Discharge Summary.

MEASURABLE OBJECTIVES		IMPLEMENTATION ACTIVITIES		TIME LINE	METHOD OF EVALUATION & DOCUMENTATION	
4.	Provide assessment and referral services to two HIV—positive clients per month, who walk-in or are crisis referrals by other LAGLC programs (Goodman Clinic; Sexual Health).	**4a.**	All MHS staff are designated Counselor of the Day on a rotating basis, available to meet with walk-ins or referrals from other programs.	On-going	**(a)**	Counselor of the Day completes a "Walk-in Assessment" form on walk-ins or referrals from other programs. Form specifies "outcome," which includes referrals provided.
		4b.	Walk-in or crisis referral clients who express an interest in ongoing services are either referred to complete registration and intake paperwork or are assigned to six-session Crisis Intervention services, as appropriate.		**(b)**	Appropriate paperwork (registration, Intake) is completed for clients seeking ongoing services.
		4c.	Clients who are only seeking referrals/resources are provided with appropriate referrals. Brief, supportive counseling is provided			

EXHIBIT A

5.	Provide five general intake assessments on HIV-positive clients each month, determining the most appropriate treatment modality (in-house or outside clinical resource) and offering referrals to additional psychosocial resources, as appropriate.	**5a.**	to those without needs for resources or ongoing mental health services. Complete Intake paperwork on clients seeking mental health services.	On-going	**(a)**	Completed Intake form and registration forms in client's medical record. Intake from indicates recommended treatment modality, as well as any referrals provided to client at intake assessment.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears.

   C. Payment shall not be due until the later of: (a) The date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.

   D. For contracts which allow partial payments to be made, partial payments of the contract price during the progress of the work shall have a minimum 10% of the gross payment withheld pending satisfactory final completion of the entire contract.

2. **Instructions to Contractor**

   A. To expedite the processing of invoices submitted to the Department of Mental Health (DMH) for payment, all invoice(s) will be submitted to the DMH Contract Manager for review and approval at the following Bill To Address:

   Department of Mental Health
   Attention: Joseph Kim, AIDS Project Coordinator
   1600 Ninth Street, Room 100
   Sacramento, CA 95814

   B. Invoices shall be submitted as one original and three copies.

   C. The following items are required on all invoices:

      1. On printed letterhead with Contractor name and address, or on invoice template provided by DMH Contract Manager
      2. Bill To Address (see section A. above)
      3. DMH Contract Manager's name
      4. Services or Products provided should be properly itemized
      5. Dates of Services provided
      6. DMH Contract Number
      7. Invoice Date
      8. Invoice Total
      9. Authorizing Signature

   D. Travel Reimbursement

   Since the Contractor is not a State employee, travel reimbursement rates will be calculated in accordance with the Department of Personnel Administration (DPA) Rules 599.619, 599.631 and 599.722 for non-represented employees. Travel must be pre-approved by the DMH Contract Manager. Contractor will be reimbursed for actual expenses up to the maximum prescribed in the aforementioned DPA rules.

EXHIBIT B

Along with an invoice, Contractor must submit a Travel Expense Claim (TEC) form (available from the DMH Contract Manager) or other such travel expense summary form approved by the DMH Contract Manager. Check with your Contract Manager for the appropriate document. All reimbursable travel expenses must be documented and receipts submitted to verify the following expenses: lodging, rental car, fuel for rental car and parking. A copy of the travel itinerary is required for all air travel. The time an individual leaves his/her office or residence and returns to his/her office or residence will be used in calculating per diem allowances. Expense claim forms must specify these times in order to be processed for payment.

Contractor must retain copies of all expense claim forms and receipts for at least three years from the final payment of this contract in case of an audit. For an overview of DPA's travel reimbursement program go to http://www.dpa.ca.gov/jobinfo/statetravel.shtm. For specific questions regarding which travel expenses are reimbursable, contact the DMH Contract Manager.

3. **Budget Contingency Clause**

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. If this contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress and approved by the Legislature for the fiscal year(s) following that during which this contract was executed, the State may exercise its option to cancel this contract.

In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this contract in any manner.

4. **Budget**

A. Charges/rates shall be computed in accordance with the budget detail included in Exhibit B. If major budget categories are listed in the budget detail section of Exhibit B, the cost of each major budget category may vary up to 15% within each Fiscal Year (FY) without DMH approval so long as the total amount budgeted for the FY is not exceeded.

B. The Contractor may request changes in any individual categorical line item (i.e., personnel, consultants, client services, operating cost .etc) in the budget above 15%, subject to approval of the AIDS Contract Manager. The Contractor must submit an explanation of the need for such revision. The State reserves the right to deny any such request for revision of any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the total contract amount. A contract amendment shall be required when funds are added to or reduced from the original contract amount.

5. **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.

EXHIBIT B

Budget Detail

July 1, 2007 - June 30, 2008

BUDGET ITEM	ANNUAL SALARY & EB	% OF TIME	TOTAL AMOUNT
Personnel Cost			
Mental Health Counselor, RN	102,614	60.19%	61,762
Mental Health Services Coordin. II	82,606	76.66%	63,325
Psychiatric Social Worker II	86,990	61.39%	53,403
Total Personnel Costs			**$178,490**
Sub-Contractor Costs			
Assistant Behavioral Sciences Consultant	28,654	100.00%	28,654
Assistant Behavioral Sciences Consultant	28,654	100.00%	28,654
Total Sub-Contractor Costs			**57,308**
Operational Costs			
AIDS Project Los Angeles, Inc.			37,466
L.A. Gay & Lesbian Center			65,136
Indirect Costs @ 10% total budget			37,600
Total Operational Costs			**140,202**
	TOTAL CONTRACT AMOUNT		**$376,000**

EXHIBIT B

Budget Detail

July 1, 2008 - June 30, 2009

BUDGET ITEM	ANNUAL SALARY & EB	% OF TIME	TOTAL AMOUNT
Personnel Cost			
Mental Health Counselor, RN	102,614	60.19%	61,762
Mental Health Services Coordin. II	82,606	76.66%	63,325
Psychiatric Social Worker II	86,990	61.39%	53,403
Total Personnel Costs			**$178,490**
Sub-Contractor Costs			
Assistant Behavioral Sciences Consultant	28,654	100.00%	28,654
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Total Sub-Contractor Costs			**57,308**
Operational Costs			
AIDS Project Los Angeles, Inc.			37,466
L.A. Gay & Lesbian Center			65,136
Indirect Costs @ 10% total budget			37,600
Total Operational Costs			**140,202**
	TOTAL CONTRACT AMOUNT		**$376,000**

EXHIBIT B

Budget Detail

July 1, 2009 - June 30, 2010

BUDGET ITEM	ANNUAL SALARY & EB	% OF TIME	TOTAL AMOUNT
Personnel Cost			
Mental Health Counselor, RN	102,614	60.19%	61,762
Mental Health Services Coordin. II	82,606	76.66%	63,325
Psychiatric Social Worker II	86,990	61.39%	53,403
Total Personnel Costs			**$178,490**
Sub-Contractor Costs			
Assistant Behavioral Sciences Consultant	28,654	100.00%	28,654
Assistant Behavioral Sciences Consultant	28,654	100.00%	28,654
Total Sub-Contractor Costs			**57,308**
Operational Costs			
AIDS Project Los Angeles, Inc.			37,466
L.A. Gay & Lesbian Center			65,136
Indirect Costs @ 10% total budget			37,600
Total Operational Costs			**140,202**
	TOTAL CONTRACT AMOUNT		**$376,000**

BUDGET DETAIL AND PAYMENT PROVISION

EXHIBIT B

Three Year Budget Summary

July 1, 2007 - June 30, 2010

BUDGET ITEM	YEAR 1	YEAR 2	YEAR 3
Personnel Cost			
Mental Health Counselor, RN	$61,762	$61,762	$61,762
Mental Health Services Coordinator II	$63,325	$61,762	$61,762
Psychiatrist Social Worker II	$53,403	$53,403	$53,403
Total Personnel Costs	**$178,490**	**$178,490**	**$178,490**
Sub-Contractor Costs			
Assistant Behavioral Sciences Consultant	$28,654	$28,654	$28,654
Assistant Behavioral Sciences Consultant	$28,654	$28,654	$28,654
Total Sub-Contractors Costs	**$57,308**	**$57,308**	**$57,308**
Operational Costs			
AIDS Project Los Angeles, Inc.	$37,466	$37,466	$37,466
L.A. Gay & Lesbian Center	$65,136	$65,136	$65,136
Indirect Costs @ 10% total budget	$37,600	$37,600	$37,600
Total Operational Costs	**$140,202**	**$140,202**	**$140,202**
Revenue (FFP Medi-Cal Contracts)	**($50,018)**	**($50,018)**	**($50,018)**
TOTAL CONTRACT AMOUNT	**$376,000**	**$376,000**	**$376,000**

GRAND TOTAL (3 YEARS) **$1,128,000**

EXHIBIT B

Budget Narrative

A. Personnel Cost

Mental Health Counselor, RN **60.19%** **$61,762**
The Mental Health Counselor, RN provides one-on-one and group mental health counseling services to clients living with, or at risk of infection for HIV in DMH directly-operated clinic (Long Beach); also responsible for initial and on-going client contact; initial phone intake and follow-up; information and referral; client tracking and statistics; staff development, training, and in-services.

Mental Health Services Coordinator **76.66%** **$63,328**
The Mental Health Services Coordinator provides one-on-one and group mental health counseling services to clients living with, or at risk of infection for HIV, in DMH directly-operated clinic (Hollywood); also responsible for initial and on-going client contact; initial phone intake and follow-up; information and referral; client tracking and statistics; staff development, in-services.

Psychiatric Social Worker II **61.39%** **$53,400**
Senior Mental The Mental Health Services Coordinator provides one-on-one and group mental health counseling services to clients living with, or at risk of infection for HIV, in DMH directly-operated clinic (Compton); also responsible for initial and on-going client contact; initial phone intake and follow-up; information and referral; client tracking and statistics; staff development, in-services.

B. Sub-Contractor Costs

Assistant Behavioral Sciences Consultant **100%** **$28,654**
Provides individual psychotherapy, case management for clients with or at risk of HIV disease.

Assistant Behavioral Sciences Consultant **100%** **$28,654**
Provides individual psychotherapy, case management for clients with or at risk of HIV disease.

C. Operational Costs

AIDS Project Los Angeles **$37,466**
Conducts outreach and awareness campaigns for clients, provides linkage and referral.

Los Angeles Gay & Lesbian Center **$65,136**
Conducts outreach and awareness campaigns for clients, provides linkage and referral.

Indirect Costs @ 10% of total budget **$37,600**

TOTAL BUDGET **$376,000**

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. SUBCONTRACTS. Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for bid, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments, in addition to any other relevant terms and conditions.

B. PUBLICATIONS AND REPORTS. If publications and reports are provided for in the Contract, Contractor shall:

1. Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final State approval.

2. Furnish two copies of each publication and report required plus one reproducible original.

3. Illustrations, maps and graphs in summaries and publications and reports shall be developed in a manner, which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.

4. Graphs, illustrations and printed materials shall be printed in a single color throughout each publication unless prior State approval is granted.

5. Contractor's name shall appear only on the cover and title page of publications and reports and summaries. Covers and title pages will read as follows:

DEPARTMENT OF MENTAL HEALTH
TITLE
By (Contractor)

6. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. DMH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

7. If the publication and/or report is prepared by non-employees of the Department, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code Section 7550).

C. PROGRESS REPORTS. If progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to Contract Manager. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and be available to meet with State representatives to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

D. PRESENTATION. Upon request, Contractor shall meet with the State to present any findings, conclusions and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report must be completed on or before the date indicated in the Contract.

E. FISCAL RECORDS. Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed and to hours of employment in performance of this Contract by any employee of Contractor for which the State is billed. In addition, Contractor shall establish accounting procedures subject to State approval--or the State shall approve existing procedures--and the Contractor shall maintain for at least three years books, papers, records, documents, and other evidence sufficient to determine the costs and hours spent fulfilling the terms of this Contract and related incidental tasks. Contractor shall allow State representatives to review any of these materials.

F. DEPARTMENT OF MENTAL HEALTH STAFF. Department of Mental Health staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, Department of Mental Health staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

G. CONFIDENTIALITY OF DATA AND DOCUMENTS.

1 Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Contract Manager.

2 Permission to disclose information or documents on one occasion or at public hearings held by the Department of Mental Health relating to the same shall not authorize Contractor to further disclose such information or documents on any other occasions.

3 Contractor will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the Department of Mental Health's actions on the same, except to the Department of Mental Health staff, Contractor's own personnel involved in the performance of this Contract, at a public hearing, or in response to the questions from a legislative committee.

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

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

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

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of Mental Health, 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 said Department nor the State of California, nor any officer or employee thereof, or 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.

H. PROVISIONS RELATING TO DATA.

1. "Data" as used in this Contract 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 Contract. 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.

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

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

4. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.

5. "Generated data" shall be the property of the State unless and only to the extent that it is specifically provided otherwise herein.

6. The title to Contractor's proprietary data shall remain in the Contractor's possession throughout the term of this Contract and thereafter. As to generated data which is reserved to the Contractor by express terms of this Contract 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, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at 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 Contract 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.

7. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify State of any such contemplated action; and State may within 30 days after said notification determine whether it desires said data to be further preserved and, if State so elects, the expense of further preserving said data shall be paid for by the state. Contractor agrees that State 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 Contract, and 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.

I. APPROVAL OF PRODUCT. Each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud, mistake or arbitrariness.

J. SUBSTITUTIONS. Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager's prior written approval.

K. NOTICE. Notice to either party may be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.

L. WAIVER. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, 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 Contract or the right of State to enforce said provisions.

M. GRATUITIES AND CONTINGENCY FEES. The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract, provided that the existence of the facts upon which the State makes such findings that shall be an issue may be reviewed in any competent court.

In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated

damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

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

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

N. INSURANCE. Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same; and

Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to State satisfactory evidence thereof upon request by State.

O. CONTRACT IS COMPLETE. Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.

P. CAPTIONS. The clause headings appearing in this Contract 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.

Q. PUBLIC HEARINGS. If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor will make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. State will reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.

R. EQUAL EMPLOYMENT OPPORTUNITY. If this Contract provides for payment in excess of $10,000 during the performance of this Contract, the Contractor agrees to comply with the provisions of Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 CFR Part 60)

S. DVBE. Unless specifically waived by the Deputy Director of Administrative Services of the Department of Mental Health, Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

T. FORCE MAJEURE. Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God, interference, rulings or decision 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 immediately 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, performance under this Contract.

U. PERMITS AND LICENSES. The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, 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 Contract. 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 State in writing.

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

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

X. DISPUTES. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the DMH Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Department of Mental Health's Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of Mental Health, 1600 9th Street, Room 150, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Deputy Director of Administrative Services shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Deputy Director of Administration Director of Administration or his/her designee, the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of

a dispute, nor its consideration by the Deputy Director of Administration, will excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. Seq., and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

Y. PUBLIC CONTRACT CODE. Contractor is advised that provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Contract.

Z. EVALUATION OF CONTRACTOR'S PERFORMANCE. The Contractor's performance under this Contract will be evaluated by the State after completion of the contract. A copy of the written evaluation will be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

AA. TRAVEL. Contractor's headquarters for purposes of payment of travel shall be the city designated in the signature block unless otherwise specified in the contract.

For travel necessary to the performance of this Contract, contractor shall use and submit travel reimbursement forms provided by DMH. All reimbursements shall be made in accordance with, and shall not exceed the rates authorized by, the State Administrative Manual and the Policies and Procedures of the Department of Mental Health (DMH). All requests to exceed any base reimbursement rate established in the State Administrative Manual or the Policies and Procedures of DMH must be made and approved prior to the date of travel and must be submitted in writing to the State's Contract Manager.

BB. PRIORITY HIRING CONSIDERATIONS FOR CONTRACTS EXCEEDING $200,000. If the resulting contract will have a total contract value of $200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200, et. seq. This requirement shall not interfere with or require a violation of a collective bargaining Contract, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

CC. TERMINATION. Unless otherwise specified, either party may terminate this Contract by giving 30 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 State, and except as otherwise directed in the notice, the Contractor shall:

1. Stop work on the date specified in the notice.

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

3. Terminate all orders and subcontracts;

4. 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;

5. 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 Contract, whether completed, partially completed, or in progress.

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

DD. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS.

1. 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 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).

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

   a) *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

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

      1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.

1. Use IIHI to provide data aggregation services to DMH. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this contract with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of DMH.

3. Responsibilities of the Contractor.

The Contractor agrees:

a) Safeguards. To prevent use or disclosure of IIHI other than as 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 IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI 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.

The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., IIHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), 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:

1. 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:

   (a) Network-based firewall and/or personal firewall

   (b) Continuously updated anti-virus software

   (c) Patch-management process including installation of all operating system/software vendor security patches

2. 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) with a solution that uses proven industry standard algorithms.

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

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

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

GG. *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 related IIHI 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

HH. *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 under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

II. 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. DMH's failure to detect or detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of DMH's enforcement rights under this Agreement.

JJ. Termination.

1. *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.

KK. *Judicial or Administrative Proceedings*. DMH may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal matter 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.

LL. *Effect of Termination*. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from DMH that Contractor still maintains in any form, and shall retain no copies of such IIHI 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 IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

MM. Miscellaneous Provisions.

1. 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 IIHI.

2. 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.

3. 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.

4. 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.

5. 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.

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

7. 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

NN. 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 which, 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:

a) Using the prestige or influence of the state or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.

b) Using state time, facilities, equipment, or supplies for private gain or advantage.

c) 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.

d) 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.

e) 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.

f) 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.

g) 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.

OO. Use of State Funds

Contractor, including its officers and members, shall not use funds received from DMH pursuant to this contract to support or pay for costs or expenses related to the following:

1. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

2. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit the expression of the views, opinions, or positions of any members of Contractor as individual, private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

(Added by Stats. 1981, c230. Amended by Stats. 1986, c1344.)

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 Agreement No. 07-77008-000 with the State of California Department of Mental Health for Fiscal Years 2007-08, 2008-09 and 2009-10.

The foregoing Resolution was adopted on the 31st day of July, 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.

Chairman, Board of Supervisors

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

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By Stephanie Jo Farrell
Stephanie Jo Farrell
Senior Deputy County Counsel

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