**COUNTY OF LOS ANGELES**

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS

GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

**DEPARTMENT OF MENTAL HEALTH**

http://dmh.lacounty.gov

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

May 11, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 MAY 11, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

**APPROVAL TO IMPLEMENT THE MENTAL HEALTH SERVICES ACT – PREVENTION AND EARLY INTERVENTION PLAN THROUGH AUTHORIZATION TO ALLOW EXISTING CONTRACT AGENCIES TO TRANSFORM SERVICES, TO ENTER INTO SOLE SOURCE AGREEMENTS WITH PROGRAM DEVELOPERS, AND TO FILL 15 FULL-TIME POSITIONS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Approve and authorize the Department of Mental Health to implement the Mental Health Services Act – Prevention and Early Intervention Plan through the following authorizations: 1) allow existing contract agencies to transform to Prevention and Early Intervention services, 2) allow the Department of Mental Health to enter into Sole Source Agreements with the California Institute of Mental Health and Triple P of America, and 3) allow the Department to fill 15 Full-Time Equivalent items.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Department of Mental Health (DMH) to prepare, sign, and execute an Amendment, substantially similar to Attachment I, to DMH Legal Entity Agreements (LE Agreements) with 86 contract agencies (Attachment II) that are having County General Fund (CGF) curtailments and are being given the opportunity to deliver transformed services for Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) including Evidence-Based Programs (EBPs), Promising Practices (PPs), and Community-Defined Evidence (CDEs) programs to children and Transition Age Youth (TAY), as part of the MHSA PEI Plan. Estimated Maximum Contract Amounts (MCA) for the 86 contract agencies are detailed in Attachment II. The amendments will be effective

upon Board approval through June 30, 2010.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to these LE Agreements and establish as a new MCA the aggregate of the original agreements and all amendments, provided that: 1) the County's total payments to each contactor under their respective Agreements for Fiscal Year (FY) 2009-10 will not exceed an increase of 20 percent from the applicable revised MCAs, 2) any such increase will be used to provide additional services or reflect program changes, 3) the Board of Supervisors has appropriated sufficient funds for all changes, 4) approval of County Counsel and the Chief Executive Officer (CEO), or their designees, is obtained prior to any such amendments, 5) the parties may, by written amendment, reduce programs or services and revise the applicable MCAs, and 6) the Director of Mental Health notifies your Board of Agreement changes in writing within 30 days after the execution of each amendment.

3. Approve and authorize the Director of Mental Health, or his designee, to enter into Sole Source Agreements (Developer Agreements), substantially similar to Attachment III, with the California Institute of Mental Health (CIMH) for $2,422,000, and with Triple P of America for $2,315,000. CIMH and Triple P of America are the developers of two of the EBPs selected by DMH to implement the PEI transformation process. The Developer Agreements will be effective upon Board approval through June 30, 2012 with optional two (2) one-year extensions.

4. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future Sole Source Developer Agreements, substantially similar to Attachment III, with additional eligible and qualified Developers and/or their designated trainers (Attachment IV) as stated in DMH's approved PEI Plan. DMH will obtain approval from County Counsel and CEO, or their designees, and advise the Board in advance of commencing negotiations and executing Sole Source Agreements. The future Developer Agreements will be effective after Board approval through June 30, 2012, with two (2) one-year extensions.

5. Delegate authority to the Director of Mental Health, or his designee, to execute future amendments for these Developer Agreements and establish as a new Total Contract Amount (TCA) the aggregate of the original agreements and all amendments, provided that: 1) the County's total payments to each contactor under their respective agreements for the term of their agreements will not exceed an increase of 20 percent from the applicable revised TCAs, 2) any such increase will be used to provide additional services or reflect program changes, 3) the Board of Supervisors has appropriated sufficient funds for all changes, 4) approval of County Counsel and the CEO, or their designees, is obtained prior to any such amendments, 5) the parties may, by written amendment, reduce programs or services and revise the applicable TCAs, and 6) the Director of Mental Health notifies your Board of Agreement of changes in writing within 30 days after the execution of each amendment.

6. Authorize DMH to fill 15 Full-Time Equivalent (FTE) positions (Attachment V, page 1), in excess of what is provided for in DMH's staffing ordinance, pursuant to Section 6.06.020 of the County Code and subject to allocation upon CEO approval.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to begin implementation of the delivery of PEI mental health services described in its MHSA PEI Plan. These services, to be delivered by current directly-operated and mental health contractors and new providers, will allow DMH to provide

a broad range of PEI mental health services through 10 PEI projects composed of 36 EBPs and PPs, 13 CDE practices, and two pilot programs. Additionally, Board approval of the requested actions will allow DMH to implement the PEI Plan to begin mitigating its FY 2009-10 budget shortfall. These mitigation strategies include curtailment of funding for both directly-operated and contract programs, and the preservation of a balanced system of care that meets the needs of clients at all levels of treatment. By distributing the curtailment measures throughout the system while simultaneously maintaining critical services in accordance with the PEI Plan, DMH's contractors meeting specific criteria will subsequently be provided the opportunity to transform their current programs into new PEI Plan services, and enable 40% of the PEI funds to be allocated to these DMH contractors.

Therefore, Board approval will allow for the following MHSA PEI actions:

Transformation of Existing DMH Contracts to PEI Contracts. DMH will transform traditional mental health services to new PEI programs for Child and TAY target populations. Although the FY 2009-10 CGF budget curtailments will result in DMH reducing or eliminating CGF funding for several of its current providers, these same providers will be given the opportunity to transform their programs into new MHSA PEI-funded services. Pursuant to the PEI stakeholder process, 40% of the MHSA PEI funds are designated for allocation to existing DMH contractors who are committed to transforming their programs as described above.

Transforming contract agencies will also have the opportunity to access one-time PEI funds so that clinical personnel will be prepared (i.e. credentialed or certified) to render PEI services once amendments adding PEI funds are in effect.

EBP and PP Training and Technical Assistance Contracts. A total of 36 EBPs and PPs were selected for the PEI Plan. For the transformation process, DMH will enter into agreements with the EBP and PP developers and/or trainers whose programs are selected for transformation to conduct training and provide technical assistance to DMH and contract staff of providers that will transform their services to new PEI programs. Participants who will be trained may include non-County personnel such as consumers, family members, advocates, and providers.

For EBPs and PPs that are not selected for transformation, a DMH MHSA Master Agreement Request for Services (RFS) competitive solicitation process for new and existing providers will be utilized. Selected contractors will provide services to TAY, Adult, and Older Adult target populations. Once the awards are determined, DMH will enter into agreements with the developers and/or trainers of these EBPs and PPs to ensure that appropriate training, technical assistance, consultation, training manuals, and other necessary materials are provided to the selected contractors.

CDE Training and Technical Assistance Contracts. CDE programs are a set of practices that communities have shown to yield positive results as determined by community consensus over time. After DMH solicited applications, a total of 13 CDE programs were selected for the PEI Plan. DMH will enter into agreements with those CDE community developers whose CDE programs are selected for transformation to conduct training and provide technical assistance for providers that will transform their services to PEI.

For CDE programs that are not selected for transformation, a DMH MHSA Master Agreement RFS competitive solicitation process for new and existing providers will be utilized to select the contractors to provide services. Since agencies other than the CDE community developer(s) may

also be selected to implement a CDE program, it is necessary to enter into contracts with CDE community developers prior to the release of a RFS to ensure that training, technical assistance, consultation, training manuals, and other necessary materials for the CDE programs are provided to the selected contractors.

15 new FTEs. The Department is requesting 15 new FTE items for the remainder of FY 2009-10 (Attachment V, page 1). These items will enable DMH to build the infrastructure required to effectively implement the PEI Plan in this expeditious transformation process, and to ensure effective management, oversight, and support of its PEI Plan.

**Implementation of Strategic Plan Goals**

The recommended actions are consistent with County's Strategic Plan Goal 2, Children, Family, and Adult Well-Being, Goal 3, Community and Municipal Services, and Goal 4, Health and Mental Health.

## FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The estimated cost to implement the MHSA PEI Plan for the remainder of FY 2009-10 is $12,995,000, fully funded with MHSA revenue (Attachment V, page 2). The implementation of the MHSA PEI Plan will allow contract agencies the opportunity to provide new MHSA services through transformation and expansion as DMH mitigates its FY 2009-10 budget shortfall through its curtailments (Attachment II). These transforming contract agencies will also have the opportunity to access one-time MHSA PEI funds so that clinical and direct-service personnel will be prepared to deliver PEI services immediately upon Board approval.

The MHSA PEI Plan also includes funding for 15 FTE positions and operating costs, estimated at $238,000 to be expended for the months of May and June of FY 2009-10. There is sufficient funding included in the FY 2009-10 Final Adopted Budget. Funding for future fiscal years will be included in the annual budget process.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Through input from mental health stakeholders and non-traditional mental health participants, DMH is prepared to implement the PEI Plan which will serve specific age groups and special populations. The PEI Plan was submitted to the State Department of Mental Health on July 1, 2009 and approved by the MHSA Mental Health Services Oversight and Accountability Committee (MHSOAC) on August 27, 2009. DMH's PEI Plan for FY 2009-10 has been approved for $121,661,559.

In FY 2008-09, due to adverse budgetary circumstances that required the reduction of CGF core programs, your Board authorized DMH to allow 63 contract agencies the opportunity to provide MHSA-Community Services and Supports (CSS) services through transformation to new and/or expanded MHSA-CSS programs for FY 2008-09. In December 2009, DMH faced an additional CGF budget shortfall for FY 2009-10 and your Board authorized DMH to allow 13 contract agencies to transform to new MHSA-CSS programs. Due to the current economic downturn, DMH faces an additional CGF shortfall for FY 2009-10 due to reductions in Sales Tax Realignment and Vehicle License Fees (VLF). The impact of these multiple budget shortfalls has caused a reduction in services not only in Federal Financial Participation (FFP) Medi-Cal programs, but it has also affected services to Healthy Families recipients and indigent care.

As part of the Department's deficit mitigation plan, DMH initiated a budget mitigation planning process in which DMH contract agencies and directly-operated programs developed principles for determining the program areas to be curtailed. Recommendations for budget reductions were developed and presented to executive leadership, which made the decision to offer contract agencies the opportunity to transform core mental health programs to the new PEI programs funded by MHSA PEI funds for FY 2009-10. Throughout the curtailment process, DMH has attempted to preserve a balanced system of care that will continue to meet the needs of as many individuals as possible at all levels of care, including services to Healthy Families recipients and indigent care. In response, 86 contract agencies have requested the opportunity to transform services into the new MHSA PEI-funded EBPs, PPs, and CDEs.

The LE Agreement and Developer Agreement formats have been approved as to form by County Counsel, and the CEO has reviewed the proposed actions. Clinical and administrative staff of DMH will continue to administer and supervise the agreements, monitor programs to ensure that quality services are being provided to clients, evaluate programs to ensure fidelity to the EBP, PP, and CDE models, and ensure that LE and Developer Agreement policies and DMH policies are being followed.

As part of the Amendment, the Department will provide an estimated $1,600,000 in MHSA PEI funds to transforming contract agencies in order to establish the service capacity that will enable them to expedite implementation of the PEI programs. This one-time funding is available only for the current fiscal year to transforming agencies with personnel who either begin or complete their credential/certification in a DMH-approved PEI practice by June 30, 2010. The maximum amount available for each agency is detailed in Attachment II. Depending on the EBP, PP, and CDE training and certification requirements, as well as the number of staff credentialed/certified by the Developer or the Department, the actual reimbursement amounts will vary but not exceed the amount allocated for each agency.

The Department will also provide $1,010,000 in MHSA PEI funds to serve Healthy Families clients and indigent Child and TAY clients.

These actions are to allow 86 contractors to transform and provide services in FY 2009-10. Subject to Your Board's approval, on-going funds will be included in the FY 2010-11 renewal or supersession of LE Agreements.

## CONTRACTING PROCESS

All of the 86 contract agencies have existing LE Agreements with DMH. The LE Agreements are being amended to allow these 86 contract agencies the opportunity to transform MHSA PEI services and develop their clinical and service capacity by preparing direct-service staff to implement the EBPs, PPs, and/or CDEs. Amendments to their existing LE Agreements will be executed upon Board approval.

CIMH is the developer of the Community Development Team (CDT) model, and the developers (Judith Cohen, Anthony Mannarino, and Esther Deblinger) of Trauma-Focused Cognitive Behavioral Training (TF-CBT) have authorized CIMH to serve as the sole purveyor to train on TF-CBT with the CDT model. Triple P of Australia is the developer of the Positive Parenting Program (Triple P), and has authorized Triple P of America (Los Angeles County Vendor Identification Number 15360201) to serve as its sole purveyor in the United States to train on Triple P. A notification of intent to award a

Sole Source contracts was previously submitted to your Board on April 20, 2010. The Sole Source Contract Checklists, which identify and justify the need for Sole Source Developer Agreements with CIMH and Triple P of America, have been approved by the CEO (Attachment VI).

Additional Sole Source Developer Agreements will be executed with the additional developers and/or designated trainers of other EBPs, PPs, and CDEs to provide training, technical assistance, and consultation services. The Sole Source decision is based on the fact that these EBP, PP, and CDE developers are the creators and originators of their models, and therefore, are the most qualified to provide the EBP, PP, and CDE training, technical assistance, and consultation services. DMH will advise the Board in advance of commencing negotiations and executing Sole Source agreements.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

MHSOAC approval of DMH's PEI plan and the Board's authorization to expend MHSA PEI funds will enable DMH to begin utilizing this new revenue stream and implement new mental health services within the PEI Plan framework and the SDMH requirements. DMH expects that the services of the Department's directly-operated clinics and new and current contract agencies, which will include community-based organizations and non-traditional mental health agencies, will meet the goals of providing quality service to the PEI Plan priority populations.

Respectfully submitted,

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

MJS:DM:LB

Enclosures

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

**Attachment I**

CONTRACT NO. _____

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this ____ day of _____, 2010, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____ _____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 9, 2009, identified as County Agreement No._____, and any subsequent amendments, **(if applicable)** (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year (FY) 2009-10 County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for FY 2009-10 only, County and Contractor intend to amend the Agreement to enable County to reduce the Maximum Contract Amount (MCA) to implement a further reduction of County General Funds (CGF) to County's Budget; and

WHEREAS, for FY 2009-10 only, County and Contractor intend to amend Agreement to **decrease** Other Mental Health Services for Clients Under the Age of 21 Years Medi-Cal/Healthy Families funds in the amount of $_____ **(if applicable)**, and **decrease** Other Mental Health Services for clients under the age of 21, non-Medi-Cal/Indigent funds in the amount of $_____ , **(if applicable**; and

WHEREAS, as the Department moves from its traditional core mental health programs to a new recovery and wellness-based system of care, Contractor shall be

given an opportunity to deliver transformed services as part of the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI Plan); and

WHEREAS, for FY 2009-10 only, Contractor intends to "transform" a portion of its current outpatient services and therefore, County and Contractor intend to amend Agreement to enable Contractor to "transform" a portion of its curtailed outpatient services and resources to MHSA PEI Plan services. This will require Contractor to transform those general outpatient services previously funded with non-MHSA and/or other State and/or County funds to new and/or expanded MHSA programs and will require Contractor staff to provide services prescribed and approved under the MHSA PEI Plan; and

WHEREAS, for FY 2009-10 only, County and Contractor intend to amend Agreement to add MHSA PEI Plan funds as follows:

WHEREAS, for FY 2009-10 only, County intends to reimburse Contractor an amount not to exceed $_____ to cover staff training in Evidence-Based Practices (EBPs), Promising Practices (PPs), and/or Community-Defined Evidence (CDEs) programs conducted by the Department prior to June 30, 2010, as part of implementation of the MHSA-PEI Plan; and

WHEREAS, **(if applicable)** for FY 2009-10 only, County and Contractor intend to amend Agreement to **add** MHSA PEI Child Medi/Cal/Healthy Families Maximum Program funds in the amount of $_____, and MHSA PEI Child non-Medi-Cal/Indigent Program funds in the amount of $_____; and

WHEREAS, **(if applicable)** for FY 2009-10 only, County and Contractor intend to amend Agreement to **add** MHSA PEI Transitional Age Youth (TAY) Medi/Cal/Healthy

Families Maximum Program funds in the amount of $_____, and MHSA PEI TAY non-Medi-Cal/Indigent Program funds in the amount of $_____;

WHEREAS, for FY 2009-10, the MCA will **increase** by $_____; with a revised MCA of $ _____.

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

1. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraphs C (Reimbursement for Initial Period) shall be deleted in its entirety and the following substituted therefore:

   "C. REIMBURSEMENT FOR INITIAL PERIOD

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

2. Financial Summary - _ for FY 2009-10 shall be deleted in its entirety and replaced with Financial Summary - _ for FY 2009-10 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - _ for FY 2009-10 shall be deemed amended to state Financial Summary - _ for FY 2009-10.

3. Attachment IV, Service Delivery Site Exhibit, shall be deleted in its entirety and replaced with the revised Attachment IV, Service Delivery Site Exhibit dated _____. All references in Agreement to Attachment IV, Service Delivery Site Exhibit shall be

deemed amended to state Attachment IV, Service Delivery Site Exhibit dated _____.

4. Attachment V, Service Exhibits, shall be deleted in its entirety and replaced with the revised Attachment V, Service Exhibits dated _____. All references in Agreement to Attachment V, Service Exhibits shall be deemed amended to state Attachment V, Service Exhibits dated _____.

5. Contractor shall provide services in accordance with Contractor's FY ____ Negotiation Package for this Agreement and any addenda thereto approved in writing by director.

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

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

Name_____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

**Provider No. _____**

SERVICE EXHIBIT _____

EARLY INTERVENTION EVIDENCE-BASED PROGRAMS
FOR CHILDREN AND TRANSITION AGE YOUTH (TAY) AGES 0-21

Provided under the
Mental Health Services Act (MHSA)
Prevention and Early Intervention (PEI) Plan

MODES OF SERVICE (15 and 45)

1. GENERAL

1.1 Early Intervention, Evidence-Based Programs (Program) services identified in Section 1.2) are specialized mental health services delivered by clinical staff, as part of multi-disciplinary treatment teams. The intent of the Program model is to 1) identify young children (ages 0-5), children (ages 6-15), and/or TAY (ages 16-20), who have experienced or have been exposed to or experienced traumatic events such as child sexual abuse, domestic violence, traumatic loss, and/or who are diagnosed with or experiencing difficulty related to symptoms such as Post-Traumatic Stress Disorder (PTSD), depression, anxiety, or co-occurring disorders, and 2) provide early intervention mental health services to reduce the impact of the identified symptoms. Specifically, the focus of the early intervention model is 1) to reduce trauma related symptoms and/or substance abuse, increase resilience, increase peer and parental support for young children/children/TAY, and 2) improve access to mental health services for those who are underserved either because they are unaware of available services or because they may be reluctant to access services due to stigma and/or discrimination. The Program services to be provided hereunder are described in Contractor's/Provider's (Contractor's) Proposal/Negotiation Package for the Legal Entity Agreement (Agreement), including any addenda thereto, as approved in writing by the Director of Mental Health.

1.2 Specific Evidence-Based Practice (EBP) Program to be implemented by Contractor includes the following: (check appropriate EBP):

☐ Child-Parent Psychotherapy

☐ Cognitive Behavioral Intervention for Trauma in Schools (CBITS)

- ☐ Cognitive Behavioral Therapy (CBT) for Major Depression for Children and TAY
- ☐ Seeking Safety for TAY
- ☐ Trauma Focused Cognitive Behavioral Therapy (TF-CBT)
- ☐ Triple P Positive Parenting Program
- ☐ Other: _____
- ☐ Other: _____

2. PERSONS TO BE SERVED

2.1 The Program shall target its services towards young children, children, and/or TAY and/or their parents/caregivers. The Program is intended as an early intervention for young children/children/TAY who may be at risk for acting-out or who are diagnosed with or at risk of any number of mental health symptoms associated with depression, anxiety, psychological trauma, or co-occurring disorders, and is intended particularly to those individuals who are not currently receiving mental health services.

2.2 For each EBP treatment team identified in Section 1.2, it is estimated that ____ individuals and their families can be served annually per minimum Program team.

3. SERVICE DELIVERY SITE

Services shall be delivered at the service delivery sites listed in the Agreement. Contractor shall request approval from the Department of Mental Health (DMH) Program Manager in writing a minimum of 60 days before terminating services at any of the location(s) listed on its Agreement and/or before commencing services at any other location(s) not previously approved in writing by the DMH Program Manager. All service delivery sites listed on the Contractor's contract shall be operational within 30 days of the commencement of the Agreement or Agreement amendment.

4. PROGRAM ELEMENTS AND SERVICES

Contractor shall provide the following services:

4.1 Culturally and Linguistically Appropriate Services. Services shall be delivered by professional staff that have similar cultural and linguistic backgrounds to those of the client population(s) being served. Contractors shall understand and utilize the strengths of culture in service delivery and incorporate the languages and

cultures of their clients into the services that provide the most effective outcomes. If a Contractor elects to deliver specialized linguistically appropriate services through a subcontract agreement [refer to Agreement paragraph on Subcontracting] then Contractor shall ensure that individuals providing these services are participating members of multi-disciplinary teams.

4.2 Program Model. The Program is an empirically based and research proven treatment model, which is effective for resolving symptoms of PTSD, depression, anxiety, behavioral difficulties, substance abuse, and/or other problems related to trauma. Specifically, vis-à-vis group therapy sessions, complimented by individual and parent/collateral therapy sessions, during which Program techniques are implemented and reinforced, participants evidenced a significant improvement in behavioral and mental health symptoms. The Program may incorporate psychoeducation and parent education, relaxation training, cognitive therapy, real-life exposure, affective modulation, and/or social problem solving skills.

4.3 Outpatient Mental Health Services. The Program model identified above, may be offered via usual outpatient modes of service listed below. Some services such as medication support or crisis intervention, which are not formal aspects of the Program curricula, may also be offered during the course of treatment in order to provide for emergent client needs. However, clients requiring additional care extending beyond completion of the Program curriculum should be referred to specialty mental health services for longer term or more intensive interventions. Contractors retain clinical responsibility for such cases until they are successfully transitioned. All Outpatient Mental Health Services should be implemented by staff who reflect the community's cultural, ethnic and language characteristics.

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

4.3.2 Collateral. Collateral sessions with parents or caregivers are scheduled parallel to the child's individual sessions. These sessions may occur weekly at the onset of treatment and taper over the course therapy, as

the clinician transitions from the parallel individual and collateral sessions to conjoint parent-child sessions. In those situations where on-going contact with individual parents/caregivers is desirable, then the family should be transitioned to a more intensive service. Clinical tasks include completing the intake assessment, psychoeducation and developing parenting skills, completing screenings and outcome measures, and treatment referrals.

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

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

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

4.3.6 Crisis Intervention. This service is available for situations where immediate action is necessary to help families manage crises. Clinical tasks include brief assessment or screenings, crisis intervention protocols, and treatment referrals.

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

4.3.8 Team Conferencing/Case Consultation. This service is available to assist in treatment planning, supervision, and fidelity adherence procedures.

Clinical tasks include clinical case consultation, team conferencing, and fidelity control procedures.

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

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

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

## 5. SERVICE GOALS AND OUTCOMES

As a result of the transformation of mental health services, early intervention services will be offered. "Early Intervention" is defined as intervention directed toward individuals and families/caregivers for who a short duration (usually less than one year) of relatively low-intensity intervention is appropriate. Such "Early Intervention" includes between 10-50 Program services separate from other supportive, medically necessary services such as assessments, medication support, targeted case management, and crisis intervention as

described in Section 4.3 (Outpatient Services), and should measurably improve a mental health problem or concern very early in its manifestation, thereby avoiding the need for more extensive mental health treatment or services, or to prevent a mental health problem from getting worse. The following outcomes may be identified for Program services:

| Program Outcomes | Method/Measure of Success |
|---|---|
| 1. Improve behavioral functioning | ▪ Evaluation tool: (i.e., Life Events Scale, Pediatric Symptom Checklist) |
| 2. Increase coping skills and resilience | ▪ Evaluation tool: (i.e., Life Events Scale, Pediatric Symptom Checklist) |
| 3. Decrease symptoms of Anxiety and PTSD | ▪ Evaluation tool: (i.e., Child PTSD Symptoms Scale, Pediatric Symptom Checklist) |
| 4. Decrease symptoms of depression | ▪ Children's Depression Inventory<br>▪ Youth Outcome Questionnaire (especially the Interpersonal Distress, Somatic, and Critical Items subscales) |
| 5. Decrease symptoms of trauma | ▪ Trauma Symptom Checklist |
| 6. Decrease behavioral problems | ▪ Child Behavior Checklist (specifically the withdrawn and Aggressive Behaviors scales and Youth Outcome Questionnaire |
| 7. Improve social competence and/or peer relationships, compliance, relationships within the home, and reduce interpersonal problems, substance abuse, interpersonal problems, and other behavioral problems | ▪ Child Behavior Checklist or Youth Outcome Questionnaire.<br>▪ Youth Outcome Questionnaire (particularly the Interpersonal Relations and Social Problems subscales)<br>▪ Outcome Questionnaire (OQ, Y-OQ, Y-OQ SR) Interpersonal Distress, Interpersonal Relations, Social Problems, and Behavioral Dysfunction subscales) |
| 8. Improve academic & vocational performance | ▪ Student's grade point average<br>▪ Student's attendance record (e.g. as determined by student report card, CA Department of Education Dropout Rates, etc.)<br>▪ Report of parent/guardian |
| 9. Improve dysfunctional parenting behaviors | ▪ Parenting Scale (PS) |
| 10. Provide prevention and early intervention services to underserved populations | ▪ Monthly reports of clients served |

6. QUALITY MANAGEMENT AND DATA COLLECTION

6.1 Quality Management,

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

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

6.2 Data Collection. Contractor shall have the ability to collect, manage, and submit data and reports as directed by the DMH to demonstrate, profile, track, and document the effectiveness of: services delivered, performance outcomes, and quality improvement interventions including pertinent demographics of persons

receiving services. Contractor's plan shall include a description of appropriate specific measures and data analysis methods that are currently in place and/or those to be developed to ensure accuracy of data for services delivered and performance outcomes measured. The Plan shall include a description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data analysis, data reporting, and/or other data accuracy problems and actions already taken.

7. PERFORMANCE-BASED CRITERIA:

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

7.2 Contractor shall collaborate with DMH to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. Should there be a change in federal, State and/or County policies/regulations, DMH, at its sole discretion, may amend these Performance-based Criteria via an amendment to the Agreement.

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

7.4 The Performance-based Criteria are as follows:

| PERFORMANCE-BASED CRITERIA | METHOD OF DATA COLLECTION | PERFORMANCE TARGETS |
|---|---|---|
| 1. Agency has required multidisciplinary and multi-lingual team staffing | Negotiation packet, staff roster, List of Treatment Staff Language Capability | Agency hires staff as stipulated annually resulting in an increase of culturally and linguistically appropriate staff |

| PERFORMANCE-BASED CRITERIA | METHOD OF DATA COLLECTION | PERFORMANCE TARGETS |
|---|---|---|
| 2. Complete and accurate records are maintained that track referrals, usage, expenditure, as well as specific demographic, diagnostic, and outcome data for program participants | Review of monthly Program utilization reports for accuracy and completeness | Proposer maintains an accurate and complete database for Program, including all relevant back-up documentation, (e.g., referral forms) and required reports are submitted to DMH on or before due date every month (e.g. number of individuals contacted through outreach, number of individuals receiving Program services detailed by age and ethnic group, etc.) |
| 3. Agency identifies and appropriate staff responds to referral in a timely manner | Centralized tracking of patients and time-to-treat interval | 100% of referrals are assigned to Program group within two weeks of contact. |
| 4. Agency has completed outcome measures as identified | All measures to be reported in Microsoft Excel 2003 format | Outcome measures given at baseline, annually, and upon discharge. |

7.5 Contractor shall demonstrate in writing how the services impact the performance targets. Contractor shall maintain, at a minimum, the following documents that indicate the performance targets:

1. Completed referral forms.
2. Tracking report of Program referral and usage.
3. Statistical reports related to required data collection and Contractor's services.
4. Completed evaluation tool for measuring client's symptoms of depression and trauma.
5. Completed outcome measure to assess overall effectiveness of services.

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDERS
TRANSFORMATION OF PREVENTION AND EARLY INTERVENTION (PEI)
FISCAL YEAR 2009-10

**ATTACHMENT II**

| SUPV DISTRICT | LEGAL ENTITY CONTRACTOR | Curtailments: EPSDT MEDI-CAL WITH CGF AS LOCAL MATCH | ADDITIONS: PEI Evidence-Based Practice (EBP) Programs: MHSA EPSDT MEDI-CAL: CHILD | TAY | TOTAL | MHSA HEALTHY FAMILIES | MHSA INDIGENT | ONE-TIME STIPEND TRAINING | TOTAL ADDITIONS | MCA INFORMATION: TOTAL MCA IMPACTED | Maximum Contract Amount (MCA): Last Board Adopted MCA | Current MCA | Revised MCA |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 = 2 + 3 | 5 | 6 | 7 | 8 = 4 + 5 + 6 + 7 | 9 = 1 + 8 | 10 | 11 | 12 = 9 + 11 |
| 2 | 1736 FAMILY CRISIS CENTER | (13,576) | 10,913 | 2,663 | 13,576 | 406 | 142 | 867 | 14,991 | 1,415 | 379,000 | 410,000 | 411,415 |
| 1 | AMANECER COMMUNITY COUNSELING SRVS., INC. | (198,197) | 169,897 | 28,300 | 198,197 | 5,923 | 2,073 | 12,662 | 218,855 | 20,658 | 6,501,400 | 6,623,580 | 6,644,238 |
| 2 | ASIAN AMERICAN DRUG ABUSE PROGRAM, INC. (AADAP) | (27,795) | | 27,795 | 27,795 | 831 | 291 | 1,776 | 30,692 | 2,897 | 333,000 | 333,000 | 335,897 |
| 1 | ASSOC. LEAGUE OF MEXICAN AMERICAN (dba ALMA FAMILY SVCS) | (411,028) | 354,720 | 56,308 | 411,028 | 12,284 | 4,299 | 26,258 | 453,870 | 42,842 | 6,660,740 | 6,972,937 | 7,015,779 |
| 2 | BEHAVIORAL HEALTH SERVICES, INC. | (20,022) | | 20,022 | 20,022 | 598 | 209 | 1,279 | 22,109 | 2,087 | 816,000 | 620,615 | 622,702 |
| 5 | BIENVENIDOS CHILDREN'S CTR, INC. | (254,816) | 254,816 | | 254,816 | 7,615 | 2,665 | 16,279 | 281,376 | 26,560 | 4,058,900 | 4,596,159 | 4,622,719 |
| 1 | CALIFORNIA HISPANIC COMMISSION, INC. | (160,474) | 54,761 | 105,713 | 160,474 | 4,796 | 1,679 | 10,252 | 177,200 | 16,726 | 2,707,100 | 2,695,832 | 2,712,558 |
| 4 | CALIFORNIA INSTITUTE OF HEALTH & SOCIAL SVC, INC. | (41,042) | 33,369 | 7,673 | 41,042 | 1,227 | 429 | 2,622 | 45,320 | 4,278 | 1,820,100 | 1,686,435 | 1,689,713 |
| 1 | CATHOLIC HEALTHCARE WEST (dba CALIFORNIA HOSPITAL) | (46,126) | 46,126 | | 46,126 | 1,379 | 482 | 2,947 | 50,934 | 4,808 | 932,600 | 768,470 | 773,278 |
| 5 | CENTER FOR INTEGRATED FAMILY & HEALTH SERVICES | (81,000) | 63,000 | 18,000 | 81,000 | 2,421 | 847 | 5,175 | 89,443 | 8,443 | 1,077,200 | 978,078 | 986,521 |
| 5 | CHILD & FAMILY CENTER (SANTA CLARITA CHILD & FAMILY) | (175,000) | 36,137 | 138,863 | 175,000 | 5,230 | 1,831 | 11,180 | 193,240 | 18,240 | 9,286,612 | 9,607,631 | 9,625,871 |
| 3 | CHILD AND FAMILY GUIDANCE CENTER (SFV) | (1,944,454) | 1,416,889 | 527,565 | 1,944,454 | 58,111 | 20,339 | 124,221 | 2,147,125 | 202,671 | 20,822,000 | 21,271,363 | 21,474,034 |
| 4 | CHILDNET YOUTH & FAMILY SERVICES, INC. | (200,000) | 200,000 | | 200,000 | 5,977 | 2,092 | 12,777 | 220,846 | 20,846 | 8,875,748 | 9,155,434 | 9,176,280 |
| 2 | CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA | (521,360) | 521,360 | | 521,360 | 15,581 | 5,453 | 33,307 | 575,702 | 54,342 | 10,313,640 | 10,631,630 | 10,685,972 |
| 2 | CHILDREN'S INSTITUTE, INC. | (447,720) | 447,720 | | 447,720 | 13,380 | 4,683 | 28,602 | 494,386 | 46,666 | 16,935,460 | 18,599,644 | 18,646,310 |
| 4 | COMMUNITY FAMILY GUIDANCE CENTER | (25,000) | 25,000 | | 25,000 | 747 | 262 | 1,597 | 27,606 | 2,606 | 4,860,900 | 4,795,660 | 4,798,266 |
| 4 | COUNSELING & RESEARCH ASSO. INC. (dba MASADA HOMES) | (200,000) | 129,950 | 70,050 | 200,000 | 5,977 | 2,092 | 12,777 | 220,846 | 20,846 | 9,067,280 | 9,121,737 | 9,142,583 |
| 5 | COUNSELLING4KIDS | (578,053) | 307,909 | 270,144 | 578,053 | 17,276 | 6,046 | 36,929 | 638,304 | 60,251 | 4,966,300 | 4,647,581 | 4,707,832 |
| 5 | D' VEAL CORP. (dba D'VEAL FAMILY & YOUTH SVCS) | (398,412) | 131,780 | 266,632 | 398,412 | 11,907 | 4,167 | 25,452 | 439,939 | 41,527 | 6,172,056 | 6,230,490 | 6,272,017 |
| 5 | DAVID & MARGARET HOME, INC. | (18,000) | 3,000 | 15,000 | 18,000 | 538 | 188 | 1,150 | 19,876 | 1,876 | 1,655,500 | 1,918,281 | 1,920,157 |
| 2 | DIDI HIRSCH PSYCHIATRIC SERVICE | (439,211) | 439,211 | | 439,211 | 13,126 | 4,594 | 28,059 | 484,990 | 45,779 | 20,008,171 | 19,975,271 | 20,021,050 |
| 2 | DREW CHILD DEVELOPMENT CORPORATION | (246,536) | 221,882 | 24,654 | 246,536 | 7,368 | 2,579 | 15,750 | 272,233 | 25,697 | 1,832,400 | 1,691,578 | 1,717,275 |
| 3 | DUBNOFF CENTER FOR CHILD DEV & EDU THERAPY, INC. | (117,328) | 74,017 | 43,311 | 117,328 | 3,506 | 1,227 | 7,495 | 129,558 | 12,229 | 2,476,000 | 2,443,030 | 2,455,259 |
| 3 | EL CENTRO DE AMISTAD, INC. | (92,400) | 92,400 | | 92,400 | 2,761 | 967 | 5,903 | 102,031 | 9,631 | 2,413,100 | 2,385,874 | 2,395,505 |
| 1 | EL CENTRO DEL PUEBLO, INC. | (68,000) | 68,000 | | 68,000 | 2,032 | 711 | 4,344 | 75,088 | 7,088 | 600,000 | 552,122 | 559,210 |
| 5 | ENKI HEALTH AND RESEARCH SYSTEMS, INC. | (1,513,250) | 630,000 | 883,250 | 1,513,250 | 45,225 | 15,829 | 96,673 | 1,670,977 | 157,727 | 27,461,200 | 26,443,070 | 26,600,797 |
| 1 | ETTIE LEE HOMES, INC. | (108,592) | | 108,592 | 108,592 | 3,245 | 1,136 | 6,937 | 119,911 | 11,319 | 2,309,100 | 2,244,856 | 2,256,175 |
| 2 | EXCEPTIONAL CHILDREN'S FOUNDATION | (114,191) | 38,064 | 76,127 | 114,191 | 3,413 | 1,194 | 7,295 | 126,093 | 11,902 | 811,000 | 756,800 | 768,702 |
| TBA | FAMILIES FIRST, INC. | (703,879) | 703,879 | | 703,879 | 21,036 | 7,363 | 44,967 | 777,245 | 73,366 | 5,142,200 | 4,518,775 | 4,592,141 |
| 5 | FIVE ACRES - THE BOYS & GIRLS AID SOCIETY OF LA COUNTY | (1,031,062) | 1,031,062 | | 1,031,062 | 30,814 | 10,785 | 65,869 | 1,138,530 | 107,468 | 11,542,560 | 11,647,096 | 11,754,564 |
| 5 | FOOTHILL FAMILY SERVICE | (325,000) | 243,749 | 81,251 | 325,000 | 9,713 | 3,400 | 20,763 | 358,875 | 33,875 | 9,916,696 | 10,287,840 | 10,321,715 |
| 4 | FOR THE CHILD, INC. | (134,298) | 134,298 | | 134,298 | 4,014 | 1,405 | 8,580 | 148,296 | 13,998 | 1,392,100 | 1,329,075 | 1,343,073 |
| 1 | GATEWAYS HOSPITAL & MHC | (38,055) | 38,055 | | 38,055 | 1,078 | 377 | 2,303 | 39,813 | 3,758 | 16,003,300 | 16,982,428 | 16,986,186 |
| 3 | HAMBURGER HOME (dba AVIVA CENTER) | (504,866) | 504,866 | | 504,866 | 15,088 | 5,281 | 32,253 | 557,488 | 52,622 | 7,177,776 | 7,774,085 | 7,826,707 |
| 5 | HATHAWAY-SYCAMORES CHILD & FAMILY SERVICES | (1,528,953) | 1,528,953 | | 1,528,953 | 45,694 | 15,993 | 97,677 | 1,688,317 | 159,363 | 32,290,864 | 34,186,096 | 34,345,459 |
| 4 | HELPLINE YOUTH COUNSELING, INC. | (17,168) | 17,168 | | 17,168 | 513 | 180 | 1,097 | 18,958 | 1,789 | 154,800 | 154,800 | 156,589 |
| 5 | HILLSIDES (formerly CHURCH HOME FOR CHILDREN) | (392,145) | 392,145 | | 392,145 | 11,720 | 4,102 | 25,052 | 433,018 | 40,873 | 11,868,324 | 11,947,229 | 11,988,102 |
| 3 | HILLVIEW MENTAL HEALTH CENTER, INC. | (36,744) | | 36,744 | 36,744 | 1,098 | 384 | 2,347 | 40,574 | 3,830 | 9,535,600 | 9,292,685 | 9,296,515 |
| 4 | HOMES FOR LIFE FOUNDATION | (16,667) | | 16,667 | 16,667 | 0 | 0 | 1,065 | 17,732 | 1,065 | 1,734,800 | 1,714,944 | 1,716,009 |
| 2 | INSTITUTE FOR MULTICULTURAL COUN. & EDU. SVCS, INC. (IMCES) | (73,627) | 73,627 | | 73,627 | 2,200 | 770 | 4,704 | 81,301 | 7,674 | 1,650,200 | 2,423,147 | 2,430,821 |
| 1 | INTERCOMMUNITY CHILD GUIDANCE CTR | (24,720) | 24,720 | | 24,720 | 739 | 259 | 1,579 | 27,296 | 2,577 | 4,998,591 | 4,972,012 | 4,974,589 |
| 2 | KOREATOWN YOUTH & COMMUNITY CENTER, INC. | (30,000) | 30,000 | | 30,000 | 897 | 314 | 1,917 | 33,127 | 3,127 | 453,100 | 357,259 | 360,386 |
| 5 | LEROY HAYNES CTR FOR CHILDREN & FAMILY SVCS, INC. | (221,322) | 199,276 | 22,046 | 221,322 | 6,614 | 2,315 | 14,139 | 244,390 | 23,068 | 2,453,800 | 2,257,987 | 2,281,055 |
| 2 | LOS ANGELES CHILD GUIDANCE CLINIC | (300,000) | 280,000 | 20,000 | 300,000 | 8,966 | 3,138 | 19,165 | 331,269 | 31,269 | 15,414,900 | 15,143,970 | 15,175,239 |
| 1 | LOS ANGELES UNIFIED SCHOOL DISTRICT (97TH SCHOOL) | (208,500) | 208,500 | | 208,500 | 6,231 | 2,181 | 13,320 | 230,232 | 21,732 | 2,801,300 | 5,153,635 | 5,175,367 |
| 1 | MARYVALE | (140,034) | 140,034 | | 140,034 | 4,185 | 1,465 | 8,946 | 154,630 | 14,596 | 2,366,000 | 2,177,185 | 2,191,781 |
| 5 | MCKINLEY CHILDREN'S CENTER, INC. | (500,000) | 202,090 | 297,910 | 500,000 | 14,943 | 5,230 | 31,942 | 552,115 | 52,115 | 3,000,100 | 2,611,125 | 2,663,240 |
| 4 | MENTAL HEALTH AMERICA OF LOS ANGELES | (62,602) | | 62,602 | 62,602 | 1,871 | 655 | 3,999 | 69,127 | 6,525 | 15,000,630 | 14,493,573 | 14,500,098 |
| 5 | NEW HORIZONS FAMILY CENTER | (100,000) | 100,000 | | 100,000 | 2,989 | 1,046 | 6,388 | 110,423 | 10,423 | 734,400 | 606,577 | 617,000 |
| 1 | OLIVE CREST TREATMENT CENTERS, INC. | (79,380) | 79,380 | | 79,380 | 2,372 | 830 | 5,071 | 87,654 | 8,274 | 1,695,500 | 2,467,870 | 2,476,144 |
| 1 | OPTIMIST BOYS' HOME & RANCH, INC. | (248,432) | 248,432 | | 248,432 | 7,425 | 2,599 | 15,871 | 274,327 | 25,894 | 5,331,300 | 5,008,583 | 5,034,477 |
| 4 | PACIFIC ASIAN COUNSELING SERVICES (formerly WRAP) | (202,951) | 202,951 | | 202,951 | 6,065 | 2,123 | 12,965 | 224,105 | 21,154 | 2,315,200 | 2,156,174 | 2,177,328 |
| 5 | PACIFIC CLINICS | (2,584,973) | 2,584,973 | | 2,584,973 | 77,254 | 27,039 | 165,140 | 2,854,406 | 269,433 | 79,460,000 | 72,849,914 | 73,119,347 |
| 3 | PACIFIC LODGE YOUTH SERVICE | (138,845) | 138,845 | | 138,845 | 4,149 | 1,452 | 8,870 | 153,317 | 14,472 | 1,500,000 | 1,380,306 | 1,394,778 |
| 2 | PARA LOS NINOS | (120,103) | 120,103 | | 120,103 | 3,589 | 1,256 | 7,673 | 132,622 | 12,518 | 955,100 | 875,169 | 887,687 |
| 1 | PEDIATRIC & FAMILY MEDICAL CENTER (dba EISNER) | (79,158) | 79,158 | | 79,158 | 2,366 | 828 | 5,057 | 87,409 | 8,251 | 640,600 | 611,257 | 619,508 |
| 3 | PENNY LANE CENTERS | (1,431,958) | 727,962 | 703,996 | 1,431,958 | 42,795 | 14,978 | 91,480 | 1,581,212 | 149,254 | 15,355,384 | 17,017,020 | 17,166,274 |
| 2 | PERSONAL INVOLVEMENT CENTER, INC. | (147,970) | 147,970 | | 147,970 | 4,422 | 1,548 | 9,453 | 163,393 | 15,423 | 1,770,600 | 2,174,880 | 2,190,303 |

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
CONTRACT PROVIDERS
TRANSFORMATION OF PREVENTION AND EARLY INTERVENTION (PEI)
FISCAL YEAR 2009-10

**ATTACHMENT II**

| SUPV DISTRICT | LEGAL ENTITY CONTRACTOR | Curtailments: EPSDT MEDI-CAL WITH CGF AS LOCAL MATCH | ADDITIONS: PEI Evidence-Based Practice (EBP) Programs: MHSA EPSDT MEDI-CAL: CHILD | TAY | TOTAL | MHSA HEALTHY FAMILIES | MHSA INDIGENT | ONE-TIME STIPEND TRAINING | TOTAL ADDITIONS | MCA INFORMATION: Maximum Contract Amount (MCA): TOTAL MCA IMPACTED | Last Board Adopted MCA | Current MCA | Revised MCA |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 = 2 + 3 | 5 | 6 | 7 | 8 = 4 + 5 + 6 + 7 | 9 = 1 + 8 | 10 | 11 | 12 = 9 + 11 |
| 3 | PHOENIX HOUSES OF LOS ANGELES, INC. | (200,000) | 80,000 | 120,000 | 200,000 | 5,977 | 2,092 | 12,777 | 220,846 | 20,846 | 1,869,600 | 1,742,728 | 1,763,574 |
| 4 | PROVIDENCE COMMUNITY SERVICES, LLC. (formerly ASPEN) | (50,000) | 35,000 | 15,000 | 50,000 | 1,494 | 523 | 3,194 | 55,212 | 5,212 | 5,874,710 | 5,783,894 | 5,789,106 |
| 5 | ROSEMARY CHILDREN'S SERVICES | (94,060) | 94,060 | | 94,060 | 2,811 | 984 | 6,009 | 103,864 | 9,804 | 1,683,000 | 1,892,809 | 1,902,613 |
| 3 | SAN FERNANDO VALLEY COMMUNITY MHC, INC. | (274,929) | 274,929 | | 274,929 | 8,216 | 2,876 | 17,564 | 303,585 | 28,656 | 28,076,000 | 28,739,748 | 28,768,404 |
| 5 | SAN GABRIEL CHILDREN'S CTR, INC. | (111,028) | 71,045 | 39,983 | 111,028 | 3,318 | 1,161 | 7,093 | 122,600 | 11,572 | 2,982,048 | 3,347,874 | 3,359,446 |
| 5 | SERENITY INFANT CARE HOMES, INC. | (93,280) | 93,280 | | 93,280 | 2,788 | 976 | 5,959 | 103,003 | 9,723 | 830,000 | 763,767 | 773,490 |
| 2 | SHIELDS FOR FAMILY PROJECT, INC. | (884,078) | 884,078 | | 884,078 | 26,421 | 9,247 | 56,479 | 976,226 | 92,148 | 7,624,164 | 7,670,650 | 7,762,798 |
| 4 | SOUTH BAY CHILDREN'S HEALTH CENTER ASSOCIATION | (78,137) | 78,137 | | 78,137 | 2,335 | 817 | 4,992 | 86,281 | 8,144 | 779,000 | 752,297 | 760,441 |
| 2 | SOUTH CENTRAL HEALTH & REHAB PROGRAM (SCHARP) | (207,768) | 200,000 | 7,768 | 207,768 | 6,209 | 2,173 | 13,273 | 229,424 | 21,656 | 6,580,900 | 6,961,103 | 6,982,759 |
| 1 | SPECIAL SERVICE FOR GROUPS | (300,000) | 175,000 | 125,000 | 300,000 | 8,966 | 3,138 | 19,165 | 331,269 | 31,269 | 26,202,500 | 25,368,152 | 25,399,421 |
| 1 | SPIRITT FAMILY SERVICES, INC. | (27,049) | 13,525 | 13,525 | 27,049 | 808 | 283 | 1,728 | 29,868 | 2,819 | 531,200 | 398,461 | 401,280 |
| 1 | ST. ANNE'S MATERNITY HOME | (50,000) | 17,000 | 33,000 | 50,000 | 1,494 | 523 | 3,194 | 55,212 | 5,212 | 2,742,832 | 3,032,389 | 3,037,601 |
| 2 | ST. FRANCIS MEDICAL CENTER | (96,000) | 96,000 | | 96,000 | 2,869 | 1,004 | 6,133 | 106,006 | 10,006 | 2,038,800 | 1,899,507 | 1,909,513 |
| 3 | ST. JOHN'S HOSPITAL AND HEALTH CTR | (121,747) | 121,747 | | 121,747 | 3,638 | 1,273 | 7,778 | 134,437 | 12,690 | 2,366,500 | 2,534,843 | 2,547,533 |
| 4 | STAR VIEW ADOLESCENT CENTER, INC. (PHF) | (108,191) | 108,191 | | 108,191 | 3,233 | 1,132 | 6,912 | 119,468 | 11,277 | 29,273,642 | 27,510,268 | 27,521,545 |
| 3 | STIRLING ACADEMY, INC.(STIRLING BEHAVIORAL HEALTH INST.) | (100,000) | 100,000 | | 100,000 | 2,989 | 1,046 | 6,388 | 110,423 | 10,423 | 3,061,500 | 2,915,883 | 2,926,306 |
| 4 | SUNBRIDGE HARBOR VIEW REHAB CTR, INC. (formerly HARBOR VIEW) | (28,779) | 28,779 | | 28,779 | 860 | 301 | 1,839 | 31,778 | 3,000 | 5,384,300 | 4,986,432 | 4,989,432 |
| 3 | TARZANA TREATMENT CENTER, INC. | (124,733) | 53,414 | 71,319 | 124,733 | 3,728 | 1,305 | 7,969 | 137,734 | 13,001 | 2,568,244 | 2,919,991 | 2,932,992 |
| 2 | TESSIE CLEVELAND COMMUNITY SERVICES CORP. | (408,691) | 246,197 | 162,494 | 408,691 | 12,214 | 4,275 | 26,109 | 451,289 | 42,598 | 6,238,400 | 6,007,574 | 6,050,172 |
| 5 | THE CHILDREN'S CENTER OF ANTELOPE VALLEY | (168,466) | 168,466 | | 168,466 | 5,035 | 1,762 | 10,762 | 186,025 | 17,559 | 1,238,200 | 1,199,716 | 1,217,275 |
| 4 | THE GUIDANCE CENTER (GREATER LONG BEACH CHILD) | (417,033) | 372,033 | 45,000 | 417,033 | 12,463 | 4,362 | 26,642 | 460,501 | 43,468 | 10,345,400 | 9,964,565 | 10,008,033 |
| 3 | THE HELP GROUP C&F CTR (formerly LA CTR FOR THERAPY & ED) | (100,000) | 75,000 | 25,000 | 100,000 | 2,989 | 1,046 | 6,388 | 110,423 | 10,423 | 13,091,263 | 13,025,338 | 13,035,761 |
| 5 | TOBINWORLD | (17,038) | 4,644 | 12,394 | 17,038 | 509 | 178 | 1,088 | 18,814 | 1,776 | 998,000 | 918,363 | 920,139 |
| 1 | TRINITY YOUTH SERVICES | (90,216) | 45,108 | 45,108 | 90,216 | 2,696 | 944 | 5,763 | 99,619 | 9,403 | 1,000,000 | 795,029 | 804,432 |
| N/A | UCLA TIES FOR ADOPTION (THE REGENTS) | (197,323) | 197,323 | | 197,323 | 5,897 | 2,064 | 12,606 | 217,890 | 20,567 | 1,734,100 | 1,100,702 | 1,121,269 |
| 1 | UNITED AMERICAN INDIAN INVOLVEMENT, INC. | (154,322) | 154,322 | | 154,322 | 4,612 | 1,614 | 9,859 | 170,407 | 16,085 | 1,092,700 | 1,044,092 | 1,060,177 |
| 5 | VERDUGO MENTAL HEALTH CENTER | (38,000) | 15,000 | 23,000 | 38,000 | 1,136 | 397 | 2,428 | 41,961 | 3,961 | 4,817,577 | 4,807,577 | 4,811,538 |
| 1 | VIP COMMUNITY MENTAL HEALTH CENTER, INC. | (440,035) | 440,035 | | 440,035 | 13,151 | 4,603 | 28,111 | 485,900 | 45,865 | 5,880,100 | 3,818,901 | 3,864,766 |
| 2 | VISTA DEL MAR CHILD & FAMILY SVCS (JEWISH ORPHANS) | (181,235) | 109,465 | 71,770 | 181,235 | 5,416 | 1,896 | 11,578 | 200,125 | 18,890 | 8,918,480 | 10,190,135 | 10,209,025 |
| 86 | TOTAL CONTRACT PROVIDERS | (25,045,131) | 20,302,892 | 4,742,239 | 25,045,131 | 747,994 | 261,798 | 1,600,000 | 27,654,923 | 2,609,792 | | | |

**ATTACHMENT III**

_____ CONTRACT NUMBER

N/A
REFERENCE NUMBER

Business Address:

_____

_____

Supervisory District(s) ALL

**CONSULTANT SERVICES AGREEMENT**

**MENTAL HEALTH SERVICES ACT – PREVENTION & EARLY INTERVENTION**

**TABLE OF CONTENTS**


| PARAGRAPH | | PAGE |
|---|---|---|
| | RECITALS | 1 |
| | PREAMBLE | 2 |
| 1.0 | ADMINISTRATION | 6 |
| 2.0 | APPLICABLE DOCUMENTS | 6 |
| 3.0 | SERVICES PROVIDED | 6 |
| 4.0 | TERM OF AGREEMENT | 6 |
| 5.0 | COMPENSATION | 7 |
| 6.0 | REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES | 9 |
| 7.0 | WARRANTY | 9 |
| 8.0 | INDEMNIFICATION AND INSURANCE | 9 |
| 9.0 | CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT | 15 |
| 10.0 | CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT | 15 |
| 11.0 | CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT | 16 |
| 12.0 | TITLE TO PROPERTY | 16 |
| 13.0 | LIMITATION OF COUNTY'S OBLIGATION TO NON-APPROPRIATION OF FUNDS | 16 |
| 14.0 | DELEGATION AND ASSIGNMENT BY CONTRACTOR | 16 |
| 15.0 | SUBCONTRACTING | 17 |
| 16.0 | CAPTIONS AND PARAGRAPH HEADINGS | 20 |
| 17.0 | WAIVER | 21 |
| 18.0 | GOVERNING LAW, JURISDICTION AND VENUE | 21 |
| 19.0 | CONFLICT OF INTEREST | 21 |
| 20.0 | COMPLETE AGREEMENT | 21 |
| 21.0 | MODIFICATION AND CHANGE NOTICES | 22 |
| 22.0 | INDEPENDENT CONTRACTOR STATUS | 22 |
| 23.0 | COUNTY LOBBYIST | 22 |
| 24.0 | ANTI-DISCRIMINATION | 22 |
| 25.0 | PROJECT PERSONNEL ARE AGENTS OF CONTRACTOR | 23 |
| 26.0 | TERMINATION OF AGREEMENT | 23 |
| 27.0 | TERMINATION FOR IMPROPER CONSIDERATION | 24 |

| PARAGRAPH | | PAGE |
|---|---|---|
| 28.0 | TERMINATION FOR DEFAULT | 24 |
| 29.0 | TERMINATION FOR CONVENIENCE | 25 |
| 30.0 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 25 |
| 31.0 | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST | 26 |
| 32.0 | CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT | 26 |
| 33.0 | CHILD SUPPORT COMPLIANCE PROGRAM | 26 |
| 34.0 | AUTHORIZATION WARRANTY | 27 |
| 35.0 | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT | 27 |
| 36.0 | USE OF RECYCLED-CONTENT PAPER PRODUCTS | 27 |
| 37.0 | CONTRACTOR RESPONSIBILITY AND DEBARMENT | 27 |
| 38.0 | CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76) | 30 |
| 39.0 | CONTRACTORS EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM | 30 |
| 40.0 | CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 | 31 |
| 41.0 | COMPLIANCE WITH JURY SERVICE PROGRAM | 38 |
| 42.0 | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW | 40 |
| 43.0 | CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW | 40 |
| 44.0 | COUNTY'S QUALITY ASSURANCE PLAN | 40 |
| 45.0 | CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE | 40 |
| 46.0 | COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS | 41 |
| 47.0 | COMPLIANCE WITH APPLICABLE LAW | 41 |
| 48.0 | ALTERATION OF TERMS | 42 |
| 49.0 | LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM | 42 |
| 50.0 | PERFORMANCE STANDARDS AND OUTCOME MEASURES | 43 |
| 51.0 | FORCE MAJEURE | 43 |
| 52.0 | CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 44 |
| 53.0 | BACKGROUND AND SECURITY INVESTIGATIONS | 44 |
| 54.0 | NOTICES | 46 |


**EXHIBITS**


A. STATEMENT OF WORK
B. FEE SCHEDULE
C. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
D. CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
E. CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
F. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
G. FACT SHEET "SAFELY SURRENDERED BABY LAW"
H. CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONSULTANT SERVICES AGREEMENT**

THIS MASTER AGREEMENT for Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services (hereafter "Agreement") is made and entered into this _ day of _____, 2010, by and between _____ (hereafter "Contractor") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "County").

RECITALS

WHEREAS, the County has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a Contractor to the County for the provision of _____ _____; and

WHEREAS, Contractor is specifically trained and possesses the skills, experience, education and competency for the provision of _____ _____; and

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

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

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

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

/

/

/

/

/

## PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human service that support achievement of the County's vision, goals, values and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the customer service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's five goals) 1 Operational Effectiveness; 2) Children, Family, and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;

- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy – in isolation – can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated comprehensive information, services and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

*Personal Service Delivery*

The service delivery team – staff and volunteers – will treat customers and each other with

courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

*Service Access*

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

*Service Environment*

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post compliant and appeal procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

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

1. Exhibit A - Statement of Work
2. Exhibit B - Fee Schedule
3. Exhibit C - Contractor Acknowledgement and Confidentiality Agreement
4. Exhibit D - Contractor Employee Acknowledgement and Confidentiality Agreement
5. Exhibit E - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
6. Exhibit F - Attestation Regarding Federally Funded Programs
7. Exhibit G - Safely Surrendered Baby Law Fact Sheet (In English and Spanish)
8. Exhibit H - Charitable Contributions Certification

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

4.0 TERM OF AGREEMENT:

4.1 TERM OF AGREEMENT: The period of this Agreement shall commence on _____ _____, 20___ and shall continue in full force and effect through June 30, 2012.

4.2 Extension Period(s): After the Initial Period stated in Section 4.1, this Agreement may be extended by DMH, in its sole discretion, for up to two additional one year term without further action by the parties hereto unless either party desires to terminate this Agreement at the end of Initial Period and gives written notice to the other party not less than 30 calendar days to the end of the Initial Period.

(1) First Extension Period: If this Agreement is extended, the First Extension Period shall commence on July 1, 20__ and shall continue in full force and effect through June 30, 20___.

(2) Second Extension Period: If this Agreement is extended, the Second Extension Period shall commence on July 1, 20__ and shall continue in full force and effect through June 30, 20___.

4.3 Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 54.0 (NOTICES).

4.4 Suspension of Payments: Payments to Contractor under this Agreement shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

5.0 COMPENSATION:

5.1 In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A, Contractor shall be paid in accordance with the Fee Schedule established in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum of _____ DOLLARS ($_____) for Fiscal Year (FY) 200 -20_ through FY 20__-20___. Notwithstanding such limitation of funds, Contractor agrees to satisfactorily complete all work specified in Exhibit A and Exhibit B. To request payment, Contractor shall present to County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

5.2 The Total Compensation Amount for this Agreement shall not exceed _____ _____ DOLLARS ($_____) for FY 20 -20_ through FY 20__-20___. In no

event shall County pay Contractor more than this Total Compensation Amount for Contractor's performance hereunder. Payment to Contractor shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Contractor shall submit invoices to:

County of Los Angeles

Department of Mental Health

550 South Vermont Avenue

Los Angeles, CA 90020

ATTN: Program Manager

5.3 Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Total Compensation Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 54.0 (NOTICES).

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

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

shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

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

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Program Manager:

6.1.1 Contractor shall report to County's Program Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by Contractor, and final acceptance of all documentation and work.

6.1.2 Upon advance approval of the County Program Manager, County may provide Contractor with reasonable or use of certain County resources, such as reasonable clerical support and County facilities, as determined by the County Program Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of County resources by Contractor shall not relieve Contractor of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to County, and shall not affect Contractor's status as an independent Contractor. County's Program Manager shall be: Dennis Murata.

6.2 Contractor's Project Manager: Contractor's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of Contractor's resources, submission of invoices, and resolution of any questions/disputes. Contractor's Project Manager shall be:_____.

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

8.0 INDEMNIFICATION AND INSURANCE:

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

8.2 General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.2 and 8.3 of this Paragraph 8. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

1) Evidence of Coverage and Notice to County

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

(b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

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

identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

(d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Los Angeles County - Department of Mental Health**

**Contracts Development and Administration Division**

**550 S. Vermont Ave., 5th Floor**

**Los Angeles, CA 90020**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

3) Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

4) Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

5) Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

6) Contractor's Insurance Shall Be Primary

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

7) Waivers of Subrogation

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

8) Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance

provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

9) Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10) Claims Made Coverage

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

11) Application of Excess Liability Coverage

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

12) Separation of Insureds

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

13) Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to

satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

14) County Review and Approval of Insurance Requirements

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

8.3 Insurance Coverage

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

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

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

3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease

law.

4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(b) Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

(c) Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

9.0 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Contractor shall provide to County an executed Contractor Acknowledgement and Confidentiality Agreement (Exhibit C) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Chief, Contracts Development and Administration Division, 550 South Vermont Avenue, Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the Contractor first performs work under this Agreement.

10.0 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:

Contractor shall maintain on file an executed Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit D) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

11.0 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Contractor shall maintain on file an executed Contractor Non-Employee Acknowledgement and Confidentiality Agreement (Exhibit E) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

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

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

Contractor further agrees that any documentation or technical materials provided by County or generated by County or Contractor during the course of Contractor performance pursuant to this Agreement

13.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event

funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

14.0 DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

15.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the prior written consent of County, as provided in this Paragraph 15.0. Any attempt by

Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(1) The reasons for the particular subcontract.

(2) A detailed description of the services to be provided by the subcontract.

(3) Identification of the proposed subcontract and an explanation of why and how the proposed Sub-Contractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or analysis thereof.

(5) A copy of the proposed subcontract which shall contain the following provision:

"This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(6) A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision:

"The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7)."

The Contractor will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

(7) Any other information and/or certifications requested by County.

C. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such on a case-by-case basis.

D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any Sub-Contractor, including any officers, employees, or agents of any Sub-Contractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, not shall such approval limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all Sub-Contractor personnel providing services under such subcontract. Contractor shall assure that any Sub-Contractor personnel not approved by County shall be immediately, removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any Sub-Contractor, or to any officers, employees, or agents of Contractor or any Sub-Contractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any Sub-Contractor, or to any officers, employees, or agents of Contractor or any

Sub-Contractor, for any liability, damages, costs, or expenses arising from or related to County's exercise or such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph or a blanket consent to any further subcontracting.

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

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Sub-Contractor Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each Sub-Contractor's employees performing services under the subcontract. Such acknowledgements shall be delivered to the Chief of DMH's Contract Development and Administration Division on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

M. County shall have no liability or responsibility whatsoever for any payment or other compensation for any Sub-Contractor or its officers, employees, and agents.

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

16.0 CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used throughout

this Agreement, including all exhibits, are for convenience only and are not a part of the Agreement and shall not be used in constructing the Agreement.

17.0 WAIVER: No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

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

19.0 CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or Contractor economic dependent of such employee, shall be employed in any capacity by or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

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

21.0 MODIFICATION AND CHANGE NOTICES:

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

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

22.0 INDEPENDENT CONTRACTOR STATUS: It is understood and agreed, and it is the intention of the parties hereto, that Contractor is an independent Contractor and not the employee, agent, joint venture, or partner of County for any purpose whatsoever. Contractor shall be solely liable and responsible for the payment of any and all Federal, State or local taxes which may be or become due as a result of Contractor's engagement under this Agreement.

23.0 COUNTY LOBBYIST: Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

24.0 ANTI-DISCRIMINATION: Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by Contractor without regard to or because or race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Contractor shall allow County access to its employment records during regular business hours to verify compliance with these provisions when so requested by County. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contact upon which County may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of violation shall constitute a

finding by County of such violation.

Contractor and County agree that in the event of a violation by Contractor of the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Two Thousand Dollars ($2,000.00) pursuant to California Civil Code Section 1671 as damages in lieu of canceling, terminating, or suspending this Agreement.

25.0 PROJECT PERSONNEL ARE AGENTS OF CONTRACTOR : Contractor represents and warrants that all individuals performing work under this Agreement including, but not limited to, the individuals listed in Exhibit D hereto, and their agents and Sub-Contractors, are fully authorized agents of Contractor for all purposes of this Agreement, and have actual and full authority to perform all activity and work related to this Agreement on behalf of Contractor.

shall not be reproduced or disclosed without the prior written consent of County's Project Manager.

26.0 TERMINATION OF AGREEMENT:

26.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than five (5) business days after the notice is sent. Such termination shall be without liability to County other than payment for work already rendered up to the date of termination. County shall pay Contractor the reasonable value for such work not to exceed the maximum sum due under this Agreement.

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

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

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

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

26.3 Notwithstanding any other provision of this Agreement, the failure of Contractor to comply

with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto, may constitute a material breach hereof, thereby justifying immediate termination or suspension of this Agreement.

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement and, for a period of four (4) years after termination or final settlement under this Agreement.

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

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

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

28.0 TERMINATION FOR DEFAULT:

28.1 County may, by written notice of default to Contractor, terminate this

Agreement immediately in any one of the following circumstances:

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

If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

28.2 In the event that County terminates this Agreement as provided in Sub-paragraph 28.1, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

28.3 The rights and remedies of County provided in this Paragraph 28.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

**30. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 52, "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM", shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of

Contractor, pursuant to County Code Chapter 2.206.

31.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

32.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to contractor.

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

33.0 CHILD SUPPORT COMPLIANCE PROGRAM:

33.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law,

Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

33.2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth pursuant to Subparagraph 33.1 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 28.0 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

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

36.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

37.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of

trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

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

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

38.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its Sub-Contractors, at any tier, or any owner, officer, partner, director or other principal of any Sub-Contractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its Sub-Contractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

39.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal Government, directly or indirectly, in whole or in part, and that Contractor will notify Director within (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal Government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or

(2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by Federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its Sub-Contractors or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

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

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

40.0 <u>CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996</u>: Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

**DEFINITIONS**

1.1 "Disclose" or "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate

from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

## OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or Sub-Contractors but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number (213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes

aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles

Kenneth Hahn Hall of Administration

500 West Temple Street

Suite 525

Los Ángeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are

requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

**OBLIGATION OF COVERED ENTITY**

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

## TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Sub-Contractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**MISCELLANEOUS**

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

5.2 Use of Sub-Contractors and Agents. Business Associate shall require each of its agents and Sub-Contractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or Sub-Contractor to comply with all the terms of this Paragraph.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

41.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

A Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B Written Employee Jury Service Policy:

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

shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Sub-Contractor to perform services for the County under the Agreement, the Sub-Contractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time

consistent with the seriousness of the breach.

42.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Exhibit G of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

43.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

44.0 COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

45.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor to complete the certification in Exhibit H, the County seeks to

ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

46.0 COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

47.0 COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to

Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

48.0 ALTERATION OF TERMS:

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

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

49.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This Contract is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which

it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any Contractor that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

50.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision at least, where feasible, 30 calendar days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor

51.0 **FORCE MAJEURE**:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's independent contractor, freight embargoes, or other similar events to those described above, but in

every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a an independent contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such independent contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the independent contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in the sub-paragraph, the term "independent contractor" mean independent contractor at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

52.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.2.60.

53.0 BACKGROUND AND SECURITY INVESTIGATIONS:

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

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

53..2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

53.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 53.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

54.0 NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class, registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

If to COUNTY:

County of Los Angeles
Department of Mental Health
550 S. Vermont Avenue
Los Angeles, California 90020
ATTN: Chief, Contracts Development & Admin.

If to CONTRACTOR:

_____

_____

_____

ATTN: _____

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

Contractor Services Agreement. (revised 4/09/07)

**STATEMENT OF WORK/PAYMENT SCHEDUDLE FOR TRAUMA-FOCUSED COGNITIVE BEHAVIORAL THERAPY FOR FY 2009-10 THROUGH 2011-12**

EXHIBIT B

**STATEMENT OF WORK/FEE SCHEDULE FOR**
**TRIPLE P-POSITIVE PARENTING PROGRAM (TRIPLE P)**
**FOR FY 2009-10 THROUGH 2011-12**

**EXHIBIT C**

# CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

## GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

## CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

## CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION:_____

**EXHIBIT D**

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____/_____/_____
PRINTED NAME:_____POSITION:_____

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

Revised (082508)

# CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No._____

Non-Employee Name _____

## GENERAL INFORMATION:

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

## NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

## CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

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

**EXHIBIT F**

## ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

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

Name of authorized official _____

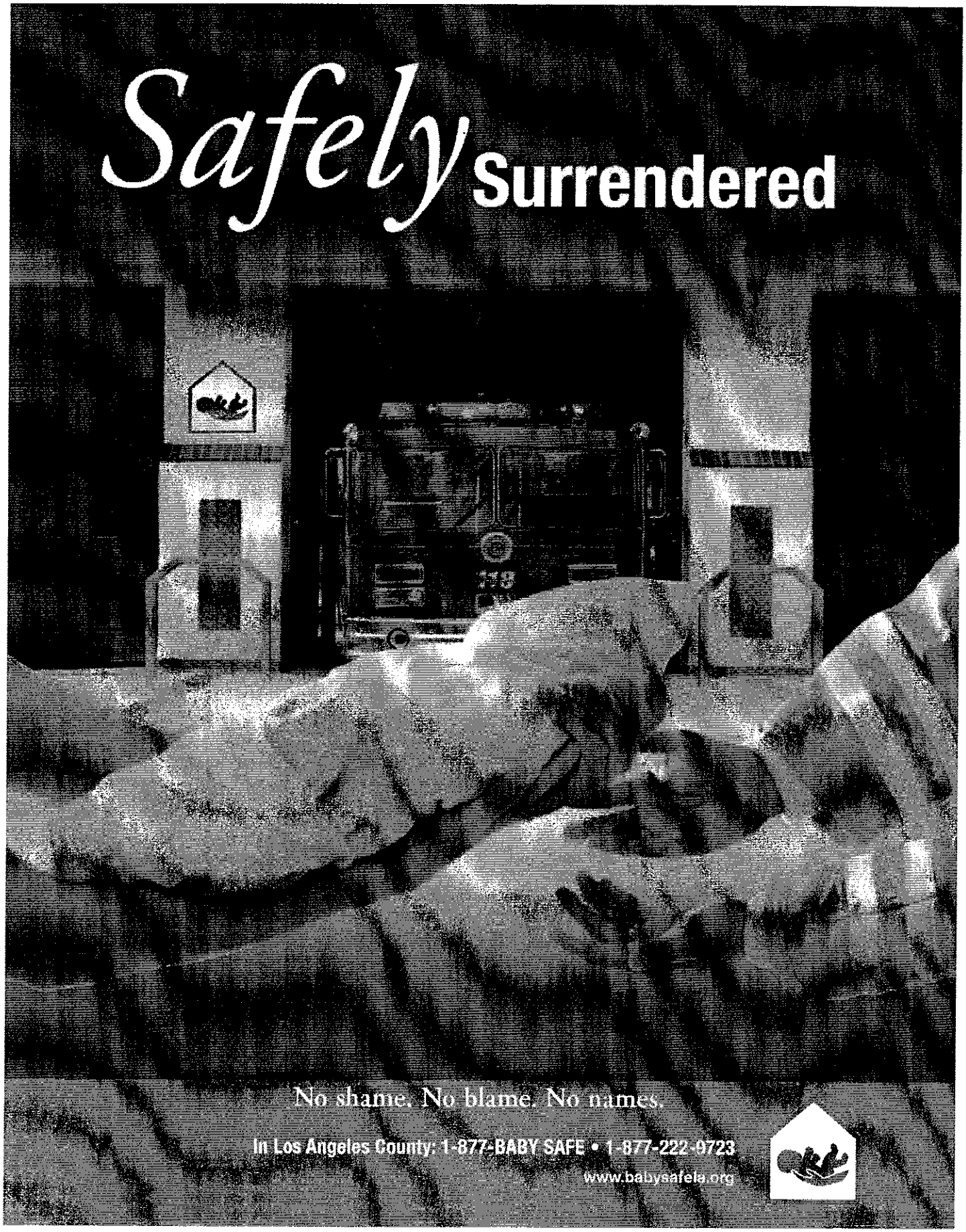
Please print name

Signature of authorized official _____ Date _____

# SAFELY SURRENDERED BABY LAW

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

www.babysafela.org


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

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

www.babysafela.org

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

### Does the parent or surrendering adult have to call before bringing in the baby?

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

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### Why is California doing this?

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

## *A baby's story*

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

# *Ley de* Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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

www.babysafela.org

# *Ley de* Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega voluntaria de un recién nacido por parte de sus padres o a otras personas con custodia legal, o por cualquier persona a quien los padres le hayan dado permiso.

Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

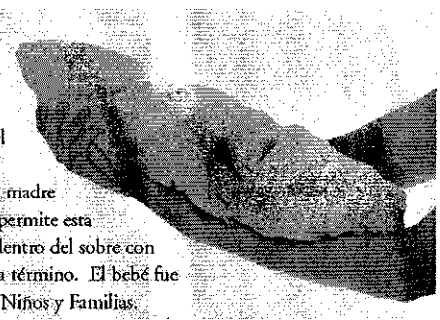
### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## *Historia de un bebé*



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

**EXHIBIT H**

# CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

**Check the Certification below that is applicable to your company.**

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

**OR**

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

_____ _____
Signature Date

_____
**Name and Title of Signer (please print)**

## ATTACHMENT IV
## EVIDENCE-BASED PROGRAMS (EBPs) & PROMISING PRACTICES (PPs)

| | Program | Estimated Training Costs * |
|---|---|---|
| 1 | Aggression Replacement Training | $40,000 |
| 2 | Alternatives for Families | $169,600 |
| 3 | American Indian Life Skills | $52,320 |
| 4 | Brief Strategic Family Therapy | $82,500 |
| 5 | Child-Parent Psychotherapy | $872,902 |
| 6 | Cognitive Behavioral Intervention for Trauma in Schools (CBITS) | $677,092 |
| 7 | Cognitive Behavioral Therapy for Depression with Meds | $63,300 |
| 8 | Cognitive Behavioral Therapy for Late Life Depression | $139,425 |
| 9 | Crisis Oriented Recovery Services | $224,160 |
| 10 | Early Risers Skills for Success | $123,200 |
| 11 | Early Detection and Intervention for the Prevention of Psychosis (EDIPP) | $200,000 |
| 12 | Families and School Together | $31,225 |
| 13 | Family Coping Skills Program | $11,400 |
| 14 | Functional Family Therapy | $109,500 |
| 15 | Gatekeeper Case-finding Model | $130,000 |
| 16 | Group CBT for Major Depression for Children - Depression Treatment Quality Improvement (DTQI) | $1,635,000 |
| 17 | Group CBT for Major Depression for TAY, Adults & Older Adults | $486,472 |
| 18 | Improving Mood - Promoting Access to Collaborative Treatment (IMPACT) | $82,860 |
| 19 | Incredible Years | $100,000 |
| 20 | Interpersonal Psychotherapy for Depression | $82,916 |
| 21 | Live Well, Live Long, Steps to Mental Wellness | $217,000 |
| 22 | Making Parenting a Pleasure | $9,644 |
| 23 | Mamas y Bebes | $46,000 |
| 24 | Managing and Adapting Practice (MAP) Model | $1,605,000 |
| 25 | Multidimensional Family Therapy | $217,700 |
| 26 | Multisystemic Therapy | $107,000 |
| 27 | Nurse-Family Partnership | $304,116 |
| 28 | Nurturing Parenting Program | $31,180 |
| 29 | Olweus Bullying Prevention | $42,580 |
| 30 | Parent-Child Interaction Therapy | $307,040 |
| 31 | Program to Encourage Active Rewarding Lives for Seniors (PEARLS) | $27,720 |
| 32 | Prolonged Exposure Therapy for Post Traumatic Stress Disorder | $107,100 |
| 33 | Psychogeriatric Assessment and Treatment in City Housing (PATCH) | $69,240 |
| 34 | Seeking Safety | $101,268 |
| 35 | Strengthening Families | $7,530 |
| 36 | Trauma Focused Cognitive Behavioral Therapy: Honoring Children, Mending the Circle | $17,780 |
| | **TOTAL** | $8,531,769 |
| | **COMMUNITY-DEFINED EVIDENCE (CDE) PROGRAMS** | **Estimated Training Costs *** |
| 1 | Asian American Family Enrichment Network | $8,000 |
| 2 | Center for the Assessment and Prevention of Prodromal States (CAPPS) | $197,999 |
| 3 | Caring for Our Families | $20,550 |
| 4 | GLBT Champs - Gay/Lesbian/Bisexual/Transgender Comprehensive HIV & At-Risk Mental Health Services | $100,000 |
| 5 | LIFE Program - Loving Intervention for Family Enrichment Program | $58,450 |
| 6 | Maternal Wellness Center | $21,300 |
| 7 | Positive Directions | $20,400 |
| 8 | Prevention & Early Treatment of Depression in Primary Care | $78,750 |
| 9 | Promotores de Salud Para Nuestra Tercera Edad (Health Promoters for Our Third Age or Community Health Workers for Latino Older Workers) | $8,750 |
| 10 | Psychological First Aid | $6,000 |
| 11 | Reflective Parenting Program | $18,200 |
| 12 | UCLA Ties Transition Model | $50,000 |
| 13 | Why Try? Program | $5,300 |
| | **TOTAL** | $593,699 |
| | **PILOT PROGRAMS** | **Estimated Training Costs *** |
| 1 | Advice Line | $0 |
| 2 | Systems Navigators for Veterans | $0 |
| | **TOTAL** | $0 |

* Training estimate includes training, consultation, written materials, audiovisual materials, travel, and licensing line items from basic model estimate sheets.

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH**
**BUDGET AND FINANCIAL REPORTING DIVISION**
**SALARY AND EMPLOYEE BENEFITS COST ANALYSIS**
FY 2010-11 WEIGHTED AVERAGE RATES (BUDGET REQUEST)



SERVICE AREA/BUREAU: Program Support Bureau
UNIT DESCRIPTION: PEI plan
UNIT CODE: 52011

| 1 | | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | As of FY 2009-10 Final Adopted Budget | | | |
| LINE NO. | UNIQUE NO. | ITEM # & SUB LETTER | TITLE OF POSITION | ORDINANCE POSITIONS | FTE's | ANNUAL SALARY | SALARY SAVINGS -9.72% | NET SALARY | EB RATE 32.0872% | TOTAL S&EB |
| PART I. | | | | | | | | | | |
| NEW POSITIONS: | | | | | | | | | | |
| 1 | [redacted] | 09035A | PSYCHIATRIC SOCIAL WORKER II | 1 | 1.00 | 75,861 | (7,374) | 68,487 | 21,976 | 90,463 |
| 2 | [redacted] | 04729A | MENTAL HEALTH ANALYST II | 1 | 1.00 | 87,303 | (8,486) | 78,817 | 25,290 | 104,107 |
| 3 | [redacted] | 04727A | MENTAL HEALTH ANALYST I | 1 | 1.00 | 78,331 | (7,614) | 70,717 | 22,691 | 93,408 |
| 4 | [redacted] | 04731A | MENTAL HEALTH ANALYST III | 1 | 1.00 | 102,475 | (9,961) | 92,514 | 29,685 | 122,199 |
| 5 | [redacted] | 04729A | MENTAL HEALTH ANALYST II | 1 | 1.00 | 87,303 | (8,486) | 78,817 | 25,290 | 104,107 |
| 6 | [redacted] | 04729A | MENTAL HEALTH ANALYST II | 1 | 1.00 | 87,303 | (8,486) | 78,817 | 25,290 | 104,107 |
| 7 | [redacted] | 04729A | MENTAL HEALTH ANALYST II | 1 | 1.00 | 87,303 | (8,486) | 78,817 | 25,290 | 104,107 |
| 8 | [redacted] | 02216A | SENIOR TYPIST-CLERK | 1 | 1.00 | 42,047 | (4,087) | 37,960 | 12,180 | 50,140 |
| 9 | [redacted] | 04729A | MENTAL HEALTH ANALYST II | 1 | 1.00 | 87,303 | (8,486) | 78,817 | 25,290 | 104,107 |
| 10 | [redacted] | 04727A | MENTAL HEALTH ANALYST I | 1 | 1.00 | 78,331 | (7,614) | 70,717 | 22,691 | 93,408 |
| 11 | [redacted] | 00889A | ADMINISTRATIVE ASSISTANT III | 1 | 1.00 | 67,555 | (6,566) | 60,989 | 19,570 | 80,559 |
| 12 | [redacted] | 08697A | CLINICAL PSYCHOLOGIST II | 1 | 1.00 | 97,793 | (9,506) | 88,287 | 28,329 | 116,616 |
| 13 | [redacted] | 01003A | ADMINISTRATIVE SERVICES MANAGER II | 1 | 1.00 | 89,485 | (8,698) | 80,787 | 25,922 | 106,709 |
| 14 | [redacted] | 04729A | MENTAL HEALTH ANALYST II | 1 | 1.00 | 87,303 | (8,486) | 78,817 | 25,290 | 104,107 |
| 15 | [redacted] | 02216A | SENIOR TYPIST-CLERK | 1 | 1.00 | 42,047 | (4,087) | 37,960 | 12,180 | 50,140 |
| 16 | [redacted] | | | | | | - | - | - | - |
| 17 | [redacted] | | | | | | - | - | - | - |
| 18 | [redacted] | | | | | | - | - | - | - |
| 19 | [redacted] | | | | | | - | - | - | - |
| 20 | [redacted] | | | | | | - | - | - | - |
| 21 | [redacted] | | | | | | - | - | - | - |
| 22 | [redacted] | | | | | | - | - | - | - |
| 23 | [redacted] | | | | | | - | - | - | - |
| 24 | [redacted] | | | | | | - | - | - | - |
| 25 | [redacted] | | | | | | - | - | - | - |
| 26 | [redacted] | | | | | | - | - | - | - |
| 27 | [redacted] | | | | | | - | - | - | - |
| 28 | [redacted] | | | | | | - | - | - | - |
| 29 | [redacted] | | | | | | - | - | - | - |
| 30 | [redacted] | | | | | | - | - | - | - |
| | | | TOTAL S&EB | 15 | 15.00 | 1,197,743 | (116,423) | 1,081,320 | 346,964 | 1,428,284 |
| | | | | | | | | 2 Months | | 238,047 |

COUNTY OF LOS ANGELES - DEPT. OF MENTAL HEALTH
MENTAL HEALTH SERVICES ACT
PREVENTION & EARLY INTERVENTION PLAN
SPENDING PLAN
FY 2009-10

| MOC | Description | FY 2009/10 Allocation (May and June) |
|---|---|---|
| Salaries & Employee Benefit | | |
| 1000 | Salary & Employee Benefit | $ 238,000 |
| Services & Supplies | | |
| 2076 | County Telephone | 2,000 |
| 2083 | Cell Phone | 11,000 |
| 2091 | Telecom System | 11,000 |
| 3240 | Office Supplies | 2,000 |
| 3580 | Consultation -Developer Agreement | 4,737,000 |
| 3580 | Consultation-Evidence Based Programs (EBPs) & Promising Practice | 3,185,000 |
| 3969 | Personal Computer Software | 8,000 |
| 3971 | Computers | 15,000 |
| 3972 | Local Printers | 12,000 |
| 4057 | Contract Transformation -EBP Program & Incentive | 4,743,000 |
| 4422 | Space | 28,000 |
| 4612 | Training | 2,000 |
| 5092 | Mileage | 1,000 |
| | Sub Total-S&S | 12,757,000 |
| | Total Appropriation | 12,995,000 |
| **Revenue** | | |
| 9911 | Mental Health Service Act (MHSA) | 12,995,000 |
| | Total Revenue | $ 12,995,000 |

ATTACHMENT VI

# SOLE SOURCE CHECKLIST
## California Institute for Mental Health

| Check (✓) | JUSTIFICATION FOR SOLE SOURCE CONTRACTS<br>*Identify applicable justification and provide documentation for each checked item.* |
|---|---|
| ✓ | ➢ **Only one bona fide source for the service exists; performance and price competition are not available.**<br>1. *The Department of Mental Health (DMH) is implementing an enhanced version of the Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) model, which involves the Community Development Team (CDT) model. The developer of TF-CBT has identified California Institute for Mental Health (CIMH) to serve as an entity in California that is authorized to serve as a partner and as a purveyor of the TF-CBT model. CIMH, which developed the CDT model, is the sole purveyor of the CDT model. The majority of DMH contract agencies facing DMH's budget curtailment and transformation selected TF-CBT, and the CIMH's CDT model will assist the Department in monitoring, evaluating, and collecting data on this Evidence-Based Program (EBP).*<br>2. *DMH is implementing an enhanced version of the Positive Parenting Program (Triple P), which involves the CDT model. CIMH, which developed the CDT model, is the sole purveyor of the CDT model. Nearly half of the DMH contract agencies facing DMH's budget curtailment and transformation selected Triple P, and the CIMH's CDT model will assist the Department in monitoring, evaluating, and collecting data on this EBP.* |
| ✓ | ➢ **Quick action is required (emergency situation).** *DMH is implementing its plan to mitigate its FY 2009-10 budget shortfall. One of its mitigation strategies is to offer DMH's contractors the opportunity to transform their programs to Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services, including the TF-CBT and Triple P EBPs. Although this is not an emergency situation, CIMH's training and CDT model in TF-CBT and Triple P training will allow agencies to train their staff as quickly as possible so that there is very little interruption of service to consumers and their families.* |
| | ➢ **Proposals have been solicited but no satisfactory proposals were received.** |
| | ➢ **Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.** |
| | ➢ **Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.** |
| | ➢ **It is more cost-effective to obtain services by exercising an option under an existing contract.** |
| | ➢ **It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.** |

ATTACHMENT VI

# SOLE SOURCE CHECKLIST
## California Institute for Mental Health

| | |
|---|---|
| ✓ | ➢ **Other reason. Please explain:** *Both TF-CBT and Triple P are evidence-based programs selected by stakeholders for the MHSA, PEI Plan. The MHSA PEI Plan involved a broad spectrum of the public including individuals and families affected by mental illness, and public and private agencies, and experts in fields directly and indirectly related to mental health. CIMH, with expertise in training and as the developer for the CDT model, will ensure that this program selected by stakeholders is properly implemented as designed by its developer.* |

**Deputy Chief Executive Officer, CEO** — **Date** 4/21/10

ATTACHMENT VI

# SOLE SOURCE CHECKLIST
## Triple P America

| Check (✓) | JUSTIFICATION FOR SOLE SOURCE CONTRACTS<br>*Identify applicable justification and provide documentation for each checked item.* |
|---|---|
| ✓ | ➢ **Only one bona fide source for the service exists; performance and price competition are not available.** *The Department of Mental Health (DMH) is implementing the Triple P – Positive Parenting Program (Triple P) as part of its Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan. Triple P America, headquartered in South Carolina, is a branch of Triple P International (University of Queensland, Australia) and is responsible for disseminating the Triple P model in the United States. Triple P America offers and coordinates all basic Triple P workshops held in the United States and is the sole entity authorized to offer these workshops. There are no other organizations or individuals that the developer has authorized to conduct Triple P training in the United States.* |
| ✓ | ➢ **Quick action is required (emergency situation).** *DMH is implementing its plan to mitigate its Fiscal Year (FY) 2009-10 budget shortfall. One of its mitigation strategies is to offer DMH's contractors the opportunity to transform their programs to MHSA PEI services, including the Triple P evidence-based practice. Although this is not an emergency situation. Triple P America's training will allow agencies to train their staff as quickly as possible so that there is very little interruption of service to consumers and their families.* |
| | ➢ **Proposals have been solicited but no satisfactory proposals were received.** |
| | ➢ **Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.** |
| | ➢ **Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.** |
| | ➢ **It is more cost-effective to obtain services by exercising an option under an existing contract.** |
| | ➢ **It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.** |
| ✓ | ➢ **Other reason. Please explain:** *Triple P is an evidence-based program selected by stakeholders for the MHSA, PEI Plan. The MHSA PEI Plan involved a broad spectrum of the public including individuals and families affected by mental illness, and public and private agencies, and experts in fields directly and indirectly related to mental health. Triple P America as the sole entity in the United States authorized to provide training and consultation will ensure that this program selected by stakeholders is properly implemented as designed by its developer.* |

**Deputy Chief Executive Officer, CEO**

4/22/10
**Date**