



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



MARVIN J. SOUTHARD, D.S.W.
 Director
 ROBIN KAY, Ph.D.,
 Chief Deputy Director
 RODERICK SHANER, M.D.
 Medical Director

August 05, 2014

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

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

17 August 5, 2014

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ENTER INTO A NEW CONSULTANT SERVICES AGREEMENT
 WITH THE LOS ANGELES COUNTY ALLIANCE FOR THE MENTALLY ILL
 AKA LOS ANGELES COUNTY COORDINATING COUNCIL
 FOR FAMILY AND PARENT ADVOCACY EDUCATION AND
 TRAINING PROGRAMS COUNTYWIDE FROM
 FISCAL YEARS 2014-15 TO 2017-18
 (ALL SUPERVISORIAL DISTRICTS)
 (3 VOTES)**

SUBJECT

Request approval to award a Consultant Services Agreement to Los Angeles County Alliance for the Mentally Ill aka Los Angeles County Coordinating Council to implement Family and Parent Advocacy Education and Training Programs countywide.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute a Consultant Services Agreement (Agreement) with The Los Angeles County Alliance for the Mentally Ill aka Los Angeles County Coordinating Council (LACCC), substantially similar to Attachment I. The Agreement will enable delivery of mental health prevention, advocacy, education, and training programs specifically for family members, parents, and caregivers of child, transition age youth, adult, and older adult consumers through the Mental Health Services Act (MHSA) Workforce Education and Training (WET) Family and Parent Advocacy Education and Training Countywide Programs. Services will be provided for Fiscal Years (FYs) 2014-15, 2015-16, 2016-17, and 2017-18 in the amount of \$746,000 per year for a Total Contract Award (TCA) of \$2,984,000, fully funded with State MHSA revenue. The term of the Agreement will be effective upon Board approval through

June 30, 2018. An option for a one-year extension through FY 2018-19 may be considered, based on available funds at the time of contract evaluation and renewal.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the Agreement to add and/or change non-substantive terms and conditions and/or establish as a new TCA the aggregate of the original Agreement and all amendments provided: 1) the County's total payments to the Contractor under the Agreements for each FY does not exceed an increase of 10 percent from the applicable Board-approved TCA; 2) any such increase will be used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval as to form by County Counsel, or designee, is obtained prior to execution of any amendments; 5) the parties may, by written amendment, mutually agree to reduce programs, services or extend the term of the Agreement; and 6) the Director of Mental Health notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow the Department of Mental Health (DMH) to enter into an Agreement with LACCC to provide family and peer-based education programs and consultative services directly to family members and parents/caregivers caring for children, transition age youth, adults, and older adults with mental illness. These programs will be provided in an effort to reduce stigma and discrimination related to mental health and to establish a trained workforce of family members, parents/caregivers within the Los Angeles mental health community to provide advocacy and education opportunities to the community at large on mental health.

During the stakeholder process to determine the requested components of the WET plan in Los Angeles County, one of the principle concerns expressed by consumers and other participants was the shared frustration related to the stigma of mental health permeating the interaction between providers, consumers of mental health, and their families. The common theme among their personal stories confirmed data indicating stigma reduction training remains important in improving the general public's knowledge, understanding and acceptance of mental illness. Furthermore, research indicates three effective ways to reduce stigma can include: 1) direct interpersonal contact with someone with a mental illness or their family member, particularly by hearing these individuals' personal stories or attending support groups together; 2) through education, particularly earlier on and using consumer trainers; and 3) through advocacy and coalition building among different individuals, organizations, and sectors. The aim of the sixteen programs is to assist families, parents, and caregivers experiencing the initial onset of mental health problems and offer them education and advocacy services during this crucial time period, in order to reduce stigma and discrimination which may place the family at risk or prevent them from seeking stabilizing and restorative mental health services.

In accordance with the State of California WET Plan, this consultant services agreement will assist in developing and maintaining a culturally competent supportive network of trained family members and parents/caregivers in addition to consumers capable of providing family and client-driven services promoting wellness and recovery/resilience in a value-driven outcome environment. Specifically, the sixteen programs listed under this consultant services agreement align with Action #10 and Action #11 under the WET Career Pathways subcategory, specifically expanding the opportunities to train, educate, and include parent and family advocates within the network of care in Los Angeles County. The 16 programs are:

- i. Family Support and Advocacy Training Bureau
- ii. Family Support and Advocacy Training Bureau in Spanish
- iii. Parent Support and Advocacy Training Bureau
- iv. Parent Support and Advocacy Training Bureau in Spanish
- v. Family Advocacy Speakers' Bureau
- vi. Parent Advocacy Speakers' Bureau
- vii. Adult Consumer Advocacy Speakers' Bureau
- viii. Child/Adolescent Consumer Advocacy Speakers' Bureau
- ix. Parents and Teachers Joint Advocacy Program
- x. Family Advocacy Lobby Outreach Program
- xi. Family Advocate Wellness and Recovery Training Program
- xii. Family Advocate Wellness and Diversity Training Program
- xiii. Family Advocate Wellness and Spirituality Training Program
- xiv. Parent/Caregiver Advocate Wellness and Recovery Training Program
- xv. Family Advocate and Provider Training Program
- xvi. Parent/Caregiver Advocate and Provider Training Program

The training bureaus will develop and enhance skill sets to perform community outreach, advocacy, and leadership duties providing MHSa principles of recovery and resilience through public speaking opportunities. Furthermore, other trainings within this consultant services agreement will provide meaningful inclusion of consumers, parents, family members, and providers at educational training opportunities to reduce stigma and discrimination at an individual and global level and allow for community collaboration to enhance the service experience for consumers.

With the implementation of this Agreement, DMH expects to put into action a countywide collaborative evidence-based life-span approach to providing stigma and discrimination reduction efforts for parents of children, inclusive of family members of older adults dealing with a mental illness. DMH also expects to expand implementation of culturally and linguistically competent family and peer-based education programs to reduce stigma and discrimination toward mental illness among the Under Represented Ethnic Population of Los Angeles County. The family and peer-based education programs and consultative services will build collaborative partnerships among mental health consumers, family members/parents/caregivers, and mental health professionals in order to increase permanent supportive services for all consumers of mental health services throughout Los Angeles County. Cross-collaboration between consumers and family members with health care professionals will reduce institutional stigma and improve quality of care. It will expand the availability of parents and family members as advocates to assist, guide, and support those newly entering the mental health system and engaging the joint efforts of collaboration between providers and trained family members and parents.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The cost of the TCA for FY 2014-15 is \$746,000, fully funded by State MHSa revenue. Funding for FY 2014-15 is included in DMH's Adopted Budget.

Funding for future years will be requested through DMH's annual budget process. There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LACCC is a non-profit agency and a chapter of the National Alliance for Mental Illness (NAMI), established since 1979, with a remarkable history of educating, advocating, and supporting consumers of mental health services and their families. Family members, parents/caregivers, and consumers manage the array of established programs, initiatives, and activities offered by this grass roots organization. The trainings, education programs, and presentations will be offered at no cost to community members and mental health professionals. LACCC advocates for the needs of these affiliate programs with NAMI California and NAMI National. LACCC provides leadership in advocacy, legislation, policy development, education, and support in part of Los Angeles County and statewide. LACCC offers an array of peer-education and training programs and services for consumers, family members, health care providers, and the general public. These programs demonstrate how individuals have learned to live well with mental illness, and in turn, extensively train others to do the same.

LACCC utilizes programs developed by NAMI National and distributed strictly to NAMI State and Local chapters (such as LACCC) for implementation. These programs include: NAMI Family to Family (in English and Spanish), NAMI Basics (in English and Spanish), NAMI in the Lobby, In Our Own Voice, Ending the Silence for Teens, Parents and Teachers as Allies, and NAMI Speakers Bureau for family members and parents. LACCC has been granted the authority through their affiliation with NAMI National to provide training programs to expand the workforce available in their local area. This workforce consists of unique individuals with lived experience as family members or parents of adult or child/transition age youth consumers living with mental illness. They have been selected based on this unique knowledge and understanding, qualifying them with core competencies not available within our public system. Furthermore, LACCC utilizes training programs, materials, and staff which are proprietary and solely owned by the NAMI. Finally, NAMI affiliates such as LACCC are the only entities capable to provide the train-the-trainer component of the contract due to their sole ownership of the programs mentioned above. The unique sustainability piece of the contract makes it time-limited in so much as it creates the means to expand the workforce of trained family and parent advocates within our Network of Care. DMH selected LACCC due to this affiliation and the ability to provide these family and parent advocacy programs on a Countywide basis, to under-represented ethnic populations, and with the infrastructure to provide these services immediately and establish sustainability in our County.

The attached Agreement format has been approved as to form by County Counsel. The CEO has been advised of the proposed actions. Administrative staff of DMH will review and monitor compliance to the Agreement; evaluate training programs to ensure the quality of services being provided to family members, caregivers, and parents; and affirm the Agreement's provisions and policies are being followed.

CONTRACTING PROCESS

On November 8, 2013, DMH released a Statement of Eligibility and Interest (SEI) to those eligible entities on the MHS Master Agreement list, requesting an indication of interest in WET funding. DMH sought to identify qualified agencies capable of providing family and peer-based education

programs and consultative services directly to family members, caregivers, and parents of children, transition age youth, adults, and older adults with mental illness in an effort to reduce stigma and discrimination related to mental health and develop a workforce of family and parent advocates supporting the community. DMH announced the release of the SEI by mailing letters, along with a compact disc, to 155 agencies on the Department's MHSA Master Agreement list who previously indicated interest in applying for a solicitation funded by MHSA WET. DMH received eight (8) questionnaires for Phase 1 by the December 2, 2013, deadline. One (1) of the eight (8) was denied due to the agency not being listed on the MHSA Master Agreement list. The remaining seven (7) agencies were reviewed by program staff. Three (3) of the agencies met the requirements listed in Phase 1. These three (3) agencies were invited to apply to Phase 2, providing them an opportunity to submit documents verifying information included in their Phase 1 application. Two (2) agencies submitted applications to Phase 2 by the April 14, 2014, deadline. The applications were reviewed by program staff. One (1) application, submitted by NAMI LACCC, met the requirements for Phase 1 and Phase 2. The Department's Executive Management Team reviewed the recommendations from the Adult System of Care and approved to recommend to your Board the award to LACCC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the proposed actions will expand and implement a countywide collaborating family and peer-based education program to address stigma and discrimination interfering with family members, caregivers, and parents of consumers utilizing mental health services. DMH does not have the privilege to use the well-developed training programs and materials owned by LACCC nor have the staff with the core competencies/experiences to provide these trainings. This Agreement is critical to Los Angeles County's commitment to developing a workforce of family and parent advocates providing necessary support, education, and advocacy throughout the County to those facing mental health issues in a concerted effort to reduce stigma and discrimination related to mental health services.

Respectfully submitted,



MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:CW:UNP:

alm

Enclosures

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

Los Angeles County Alliance for the Mentally Ill aka
Los Angeles County Coordinating Council (LACCC)

CONTRACT NUMBER

Business Address:

N/A
REFERENCE NUMBER

3250 Wilshire Blvd., Suite 1501
Los Angeles, CA 90010

14005301
Vender Number

Supervisory District(s) ALL

**CONSULTANT SERVICES AGREEMENT
 MENTAL HEALTH SERVICES ACT – PREVENTION AND EARLY INTERVENTION
 TABLE OF CONTENTS**

<u>PARAGRAPH</u>		<u>PAGE</u>
	RECITALS	1
1.0	ADMINISTRATION	2
2.0	APPLICABLE DOCUMENTS	2
3.0	SERVICES PROVIDED	3
4.0	TERM OF AGREEMENT	3
5.0	COMPENSATION	4
6.0	REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES	6
7.0	WARRANTY	6
8.0	INDEMNIFICATION AND INSURANCE	6
9.0	CONFIDENTIALITY	12
10.0	TITLE TO PROPERTY	13
11.0	LIMITATION OF COUNTY'S OBLIGATION TO NON-APPROPRIATION OF FUNDS	14
12.0	DELEGATION AND ASSIGNMENT BY CONTRACTOR	14
13.0	SUBCONTRACTING	15
14.0	CAPTIONS AND PARAGRAPH HEADINGS	18
15.0	WAIVER	18
16.0	GOVERNING LAW, JURISDICTION AND VENUE	18
17.0	CONFLICT OF INTEREST	18
18.0	COMPLETE AGREEMENT	19
19.0	MODIFICATION AND CHANGE NOTICES	19
20.0	INDEPENDENT CONTRACTOR STATUS	19
21.0	COUNTY LOBBYIST	20
22.0	ANTI-DISCRIMINATION	20
23.0	PROJECT PERSONNEL ARE AGENTS OF CONTRACTOR	21
24.0	TERMINATION OF AGREEMENT	21
25.0	TERMINATION FOR IMPROPER CONSIDERATION	22
26.0	TERMINATION FOR DEFAULT	22
27.0	TERMINATION FOR CONVENIENCE	24
28.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	24
29.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR FORMER COUNTY EMPLOYEES ON A RE-EMPLOYMENT LIST	24
30.0	CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) / GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT	24

<u>PARAGRAPH</u>	<u>PAGE</u>
31.0 CONTRACTOR'S WARRANT OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	24
32.0 AUTHORIZATION WARRANTY	25
33.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	25
34.0 RECYCLED BOND PAPER	26
35.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT	26
36.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	28
37.0 CONTRACTORS EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	28
38.0 CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996	30
39.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	47
40.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	48
41.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	48
42.0 COUNTY'S QUALITY ASSURANCE PLAN	48
43.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	49
44.0 COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS	49
45.0 COMPLIANCE WITH APPLICABLE LAW	49
46.0 COMPLIANCE WITH CIVIL RIGHTS LAWS	50
47.0 ALTERATION OF TERMS	50
48.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM	51
49.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES	52
50.0 FORCE MAJEURE	52
51.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	53
52.0 BACKGROUND AND SECURITY INVESTIGATIONS	53
53.0 PUBLIC RECORDS ACT	54
54.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION	55
55.0 TIME OFF FOR VOTING	56
56.0 FAIR LABOR STANDARDS	56
57.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	56
58.0 NOTICES	58
<u>EXHIBITS</u>	
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	
I. CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	
J. CONTRACTOR'S EMPLOYEE JURY SERVICE	

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT for Mental Health Services Act (MHSA) Workforce Education and Training (WET) services (hereafter "Agreement") is made and entered into this ____ day of _____, 2014, by and between Los Angeles County Alliance for the Mentally Ill aka Los Angeles County Coordinating Council (LACCC) (hereafter "Contractor") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "County").

RECITALS

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

WHEREAS, Contractor is specifically trained and possesses the skills, experience, education and competency for the provision of MHSA WET services; 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 WET Plan approved by the MHSA Mental Health Services Oversight and Accountability Committee on August 27, 2009 and solicited by County through the Request for statement of Qualifications (RFSQ) process; and

WHEREAS, County's Department of Mental Health solicits SOQs from prospective providers of mental health services in order to establish a non-exclusive list of pre-qualified MHSA WET Consultants that will have met the minimum qualifications listed in the MHSA WET RFSQ and will have demonstrated relevant experience and staff capability to provide certain services contemplated and authorized by the MHSA under the Agreement; 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 and Welfare and Institutions Code section 5653 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:

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

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

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

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

1. Exhibit A - Statement of Work – Center for the Assessment and Prevention of Prodromal States
2. Exhibit B - Fee Schedule - Center for the Assessment and Prevention of Prodromal States
3. Exhibit C - Contractor Acknowledgement and Confidentiality Agreement
4. Exhibit D - Contractor Employee Acknowledgement and Confidentiality Agreement
5. Exhibit E - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
6. Exhibit F - Attestation Regarding Federally Funded Programs
7. Exhibit G - Safely Surrendered Baby Law Fact Sheet (In English and Spanish)
8. Exhibit H - Charitable Contributions Certification
9. Exhibit I – Contractor's Equal Employment Opportunity Certification
10. Exhibit J – Contractor Employee Jury Service

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

4.0 TERM OF AGREEMENT:

4.1 TERM OF AGREEMENT: The period of this Agreement shall commence on _____, 2014 and shall continue in full force and effect through June 30, 2018.

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 three additional one-year terms, unless the desire of either party to terminate this Agreement is given in writing to the other party on or before May 31 of any COUNTY fiscal year (July 1, through June 30) in which this Agreement is in effect.

(1) First Extension Period: If this Agreement is extended, the First Extension Period shall commence on July 1, 2018 and shall continue in full force and effect through June 30, 2019.

4.3 Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 58.0 (NOTICES).

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

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

4.6 Contractor Alert Reporting Database (CARD): The County maintains database that track/monitor consultant performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

5.0 COMPENSATION:

5.1 In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A, Contractor shall be paid in accordance with the Fee Schedule established in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum of TWO MILLION NINE HUNDRED EIGHTY FOUR THOUSAND DOLLARS (\$2,984,000) for the term of this Agreement. Notwithstanding such limitation of funds, Contractor agrees to satisfactorily complete all work specified in Exhibit A and Exhibit B. To request payment, Contractor shall present to County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

5.2 The Total Compensation Amount for this Agreement shall not exceed TWO MILLION NINE HUNDRED EIGHTY FOUR THOUSAND DOLLARS (\$2,984,000) for the term of this Agreement. In no event shall County pay Contractor more than this Total Compensation Amount for Contractor's performance hereunder. Payment to Contractor shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Contractor shall submit invoices to:

County of Los Angeles – Department of Mental Health
Provider Reimbursement Section
550 South Vermont Avenue, 8th Floor
Los Angeles, CA 90020
ATTN: Accounting Division

5.3 Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Total Compensation Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 58.0 (NOTICES).

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

5.5 Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

5.6 Mental Health Services Act: The execution of Agreements issued under the MHSA WET 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 WET 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, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.2 General Provision for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement

have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 8.0 and 8.3 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

1) Evidence of Coverage and Notice to County

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

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

(c) Certificate shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

/

/

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

**Los Angeles County - Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Ave., 5th Floor
Los Angeles, CA 90020**

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

2) Additional Insured Status and Scope of Coverage

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

3) Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of

cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

4) Failure to Maintain Insurance

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

5) Insurer Financial Ratings

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

6) Contractor's Insurance Shall Be Primary

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

7) Waivers of Subrogation

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

8) Sub-contractor Insurance Coverage Requirements

Contractor shall include all Sub-contractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional

insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

9) Deductibles and Self-Insured Retentions (SIRs)

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

10) Claims Made Coverage

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

11) Application of Excess Liability Coverage

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

12) Separation of Insureds

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

13) Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

14) County Review and Approval of Insurance Requirements

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

8.3 Insurance Coverage

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

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

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

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

/

/

4) Unique Insurance Coverage

a) Sexual Misconduct Liability

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

b) Professional Liability/Errors and Omissions

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

8.4 A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, respondents may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

9.0 CONFIDENTIALITY:

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

9.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 9.0, as determined by County in its

sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 9.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

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

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

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

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

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

11.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

12.0 DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

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

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the prior written consent of County, as provided in this Paragraph 13.0. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

- (1) The reasons for the particular subcontract.
- (2) A detailed description of the services to be provided by the subcontract.
- (3) Identification of the proposed subcontract and an explanation of why and how the proposed Sub-Contractor was selected, including the degree of competition involved.
- (4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or analysis thereof.
- (5) A copy of the proposed subcontract which shall contain the following provision:
"This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

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

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

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

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

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

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

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

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all Sub-Contractor personnel providing services under such subcontract. Contractor shall assure that any Sub-Contractor personnel not approved by County shall be immediately, removed from the provision of any services under the particular subcontract

or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any Sub-Contractor, or to any officers, employees, or agents of Contractor or any Sub-Contractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

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

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

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

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

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

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Sub-Contractor Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each Sub-Contractor's employees performing services under the

subcontract. Such acknowledgements shall be delivered to the Chief of DMH's Contract Development and Administration Division on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

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

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

14.0 CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used throughout this Agreement, including all exhibits, are for convenience only and are not a part of the Agreement and shall not be used in constructing the Agreement.

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

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

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

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

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

19.0 MODIFICATION AND CHANGE NOTICES:

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

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

20.0 INDEPENDENT CONTRACTOR STATUS:

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

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

Federal, State, or local taxes or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

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

22.0 ANTI-DISCRIMINATION: Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by Contractor without regard to or because of 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 contract upon which County may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by County of such violation.

Contractor and County agree that in the event of a violation by Contractor of the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Two Thousand Dollars

(\$2,000.00) pursuant to California Civil Code Section 1671 as damages in lieu of canceling, terminating, or suspending this Agreement.

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

24.0 TERMINATION OF AGREEMENT:

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

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

- A. Stop work under this Agreement on the date and to the extent specified in such notice;
- B. Transfer title and deliver to County all completed work and work in process; and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

24.3 Notwithstanding any other provision of this Agreement, the failure of Contractor to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto, may constitute a material breach hereof, thereby justifying immediate termination or suspension of this Agreement.

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

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

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

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

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

26.0 TERMINATION FOR DEFAULT:

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

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

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

26.2 In the event that County terminates this Agreement as provided in Sub-paragraph 26.1, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

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

27.0 TERMINATION FOR CONVENIENCE:

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

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

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

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

28.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 51, "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM", shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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

30.0 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) / GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. County will refer GAIN/GROW participants, by job category, to contractor.

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

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

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family

and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

31.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

31.3 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth pursuant to Subparagraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 26.0 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

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

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

35.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

35.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

35.2 Chapter 2.202 of the County Code

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

35.3 Non-responsible Contractor

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

35.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will

advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

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

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

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

35.5 Subcontractors Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

37.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal Government, directly or indirectly, in whole or

in part, and that Contractor will notify Director within (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal Government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

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

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

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

38.0 CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

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

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides

certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

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

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health

Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

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

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

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

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

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

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

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

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

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

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

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

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

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

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

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

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

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

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

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

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

7 ACCESS TO PROTECTED HEALTH INFORMATION

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

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

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if

it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

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

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

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

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

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

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

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

11. AVAILABILITY OF RECORDS

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

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet

posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

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

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

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

/

16. TERM

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

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

17. TERMINATION FOR CAUSE

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

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

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate,

including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

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

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

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

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

/

19. AUDIT, INSPECTION, AND EXAMINATION

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

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

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

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

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

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

/

20. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

/

/

39.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

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

B Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its

"exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

40.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

42.0 COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include

assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

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

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

45.0 COMPLIANCE WITH APPLICABLE LAW:

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

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

46.0 COMPLIANCE WITH CIVIL RIGHTS LAWS:

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

47.0 ALTERATION OF TERMS:

No addition to, or alteration of, the terms of the body of this Agreement, or Statement of Work or Fee Schedule hereto, whether by written or oral understanding of the parties, their officers, employees or

agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

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

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

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

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

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

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

50.0 FORCE MAJEURE:

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

B. Notwithstanding the foregoing, a default by a an independent contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such independent contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be

furnished by the independent contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in the sub-paragraph, the term "independent contractor" mean independent contractor at any tier.

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.260.

52.0 BACKGROUND AND SECURITY INVESTIGATIONS:

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

5.2.2 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.

5.2.3 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.

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

53.0 PUBLIC RECORDS ACT:

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

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

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agree to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

/

54.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

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

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

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

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

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

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

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

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

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

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

56.0 FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

57.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT: The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance

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

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

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

57.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-

Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

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

If to COUNTY:

County of Los Angeles
Department of Mental Health
550 S. Vermont Avenue, 5th floor
Los Angeles, CA 90020
ATTN: Chief, Contracts Development & Admin.

If to CONTRACTOR:

Los Angeles County Alliance for the Mentally Ill aka
Los Angeles County Coordinating Council (LACCC)
3250 Wilshire Blvd., Suite 1501
Los Angeles, CA 90010
ATTN: Brittney Weissman, Executive Director

/

/

/

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

COUNTY OF LOS ANGELES

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

Los Angeles County Alliance for the
Mentally Ill aka Los Angeles County
Coordinating Council LACCC

CONTRACTOR

By _____

Name Brittney Weissman

Title Executive Director
(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

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

**MENTAL HEALTH SERVICES ACT
WORKFORCE EDUCATION AND TRAINING**

**CONSULTANT SERVICES AGREEMENT WITH
THE LOS ANGELES COUNTY ALLIANCE FOR THE MENTALLY ILL
aka LOS ANGELES COUNTY COORDINATING COUNCIL (LACCC)**

EXHIBIT A-

STATEMENT OF WORK

FAMILY AND PARENT ADVOCACY EDUCATION AND TRAINING PROGRAMS

OVERVIEW

Advocacy efforts in mental health may involve reducing risk factors or stressors, building protective factors and skills, and increasing needed supports. Advocacy improves preventative and protective factors which promotes positive, cognitive, social and emotional development and encourages a state of well-being that allows the individual to function well in the face of changing and sometimes challenging circumstances. One key underserved population at risk for detrimental impact of mental illness is the family members of adult consumers living with mental illness and parents/caregivers of children or transition-age youths. These individuals often face demeaning stigma and discrimination related to ignorance toward mental health treatment and the variety of services available to support loved ones dealing with mental illness. Studies have shown such community members gain more knowledge in a less stigmatizing manner and in a milieu where trainings are offered by presenters who draw upon their own lived experience. Family members' and parents, committed to support of wellness and resiliency for loved ones are an important part of the recovery process for the consumer. These individuals are important stakeholders in the public mental health system, embracing skill development needed to perform community outreach, advocacy and leadership duties essential in promoting MHSA resilience and wellness principles in Los Angeles (LA) County.

Since 2009, the Department Mental Health (DMH) has implemented Workforce Education and Training (WET) programs throughout LA County. As the implementation phase of the County's Mental Health Services Act (MHSA) WET Programs advanced, the need to provide mental health prevention education, support, and outreach to family members and parents was identified, particularly for those from underserved and hard-to-reach ethnic/cultural communities. Through a stakeholder process, the Department defined a "family member advocate" as a family member who advocates for their adult loved-one living with mental illness; including: neighbors, uncles, aunts, or anyone the adult consumer identifies as friends or loved one. The Department and stakeholders

went further to request specific advocacy education and training programs focusing the following crucial subject matters, such as dealing with aggressive behavior, coping with loved ones, navigating the recovery process, HIPPA laws and its effects on family members, advanced skill trainings for current family advocates, and how the mental health system works with consumers and family members.

DMH has identified 16 WET programs which have the potential to prevent and minimize the impact of mental health for consumers and their families/parents through education and training. DMH seeks to specifically address the needs pertinent to young children (0-5 years), children (6-15 years), transition-age youth (16-25 years), adults (26-59 years), and older adults (60 years and older) Countywide in all eight Service areas. The 16 programs are:

1. Family Support and Advocacy Training Bureau
2. Family Support and Advocacy Training Bureau in Spanish
3. Parent Support and Advocacy Training Bureau
4. Parent Support and Advocacy Training Bureau in Spanish
5. Family Advocacy Speakers' Bureau
6. Parent Advocacy Speakers' Bureau
7. Adult Consumer Advocacy Speakers' Bureau
8. Child/Adolescent Consumer Advocacy Speakers' Bureau
9. Parents and Teachers Joint Advocacy Program
10. Family Advocacy Lobby Outreach Program
11. Family Advocate Wellness and Recovery Training Program
12. Family Advocate Wellness and Diversity Training Program
13. Family Advocate Wellness and Spirituality Training Program
14. Parent/Caregiver Advocate Wellness and Recovery Training Program
15. Family Advocate and Provider Training Program
16. Parent/Caregiver Advocate and Provider Training Program

The Los Angeles County Alliance for the Mentally Ill, also known as the Los Angeles County Coordinating Council (LACCC), an affiliate of the National Alliance on Mental Illness (NAMI) and as Contractor, will accomplish the sixteen programs through WET Plan's Family and Parent Advocacy Education and Training Program (FPAETP) provided to family members and parents/caregivers. LACCC has demonstrated over twenty-five years of experience providing relevant educational, advocacy, mental health and training services to family members of adults (age 26 and older) and parents/caretakers of children and transition-age youth (age 0-25) living with mental illness in more than one Service area in Los Angeles (LA) County.

LACCC will develop all 16 programs as described under Section 3 (Contractor's Responsibilities). Specifically, LACCC will be funded to develop innovative approaches for the needs of the residents of County of Los Angeles, which are not solely based on NAMI's previously established local, State or national program. LACCC will primarily develop an outreach program to family members and parents/caregivers of consumers who may be experiencing the initial onset of mental health problems, a first contact with

DELIVERABLES

A. FAMILY SUPPORT AND ADVOCACY TRAINING BUREAU (FSAT) FAMILY SUPPORT AND ADVOCACY TRAINING BUREAU IN SPANISH (FSAT-S)

1. OVERVIEW

Family Support and Advocacy Training Bureau (FSAT) is a free 12-week two and half hour course provided by trained family members and loved ones of consumers living with mental illness. This training provides a unique perspective of the emotional responses endured by family members based on their lived experience.

Family Support and Advocacy Training Bureau in Spanish (FSAT-S) is a similar 12-week two and half hour course provided by trained family members and loved ones of consumer living with mental illness, provided in Spanish to monolingual or bilingual Spanish-speaking family members and loved ones.

2. POPULATION TO BE SERVED

FSAT/FSAT-S services are directed at family members, partners, and friends of adult individuals with serious mental illness and provided by family members and caregivers of individuals living with mental illness. Services are suitable for provision in a single or multiple service areas based on the specific needs of the community.

3. PROGRAM NEEDS AND AREAS OF SERVICE EMPHASIS

- 3.1. A major component of any service rendered on behalf of DMH includes community outreach. Generally, communities lack adequate information or easily understood written material in the primary language of significant local cultural/ethnic groups. The FSAT program shall provide information about all their programs in their outreach efforts to potential participants, focusing on one of the 13 threshold languages. An FSAT-S program shall place particular emphasis on developing information to under-served Spanish-speaking communities.
- 3.2. The FSAT/FSAT-S program shall create educational material designed specifically to train the FSAT/FSAT-S family advocates presenting the FSAT/FSAT-S program. The proposal element must utilize material and literature from national, state, and local mental health and advocacy programs. Curriculum will be highly structured and uniform, including important issues relevant to mental health; current research on the origins of and treatment for mental health; supportive therapy for family members/caregivers/partners/friends; communication skill building; and problem-solving techniques. The material must utilize researched and well-supported methods to reduce stigma and discrimination toward mental illness, while supporting recovery-based principles and practices. Family members and loved ones attending the FSAT/FSAT-S will learn skills to navigate systems, such as mental health, law enforcement, regional

centers, and adult protective services. These training materials will be offered for free to the participants in the FSAT and FSAT-S instructor training and the program itself.

- 3.3. Outcome protocols and procedures must be established by the awarded agency for tracking FSAT/FSAT-S outcomes. The protocols must include a pre- and post-course test which measures attitudinal changes and attendees knowledge of mental health. The pre- and post-test matched pairs need to be analyzed and data reports are to be submitted along with monthly invoices at the end of each FSAT and FSAT-S program.
- 3.4. The FSAT/FSAT-S awarded agencies shall fully cooperate with DMH with respect to monitoring their deliverables, providing information as requested by DMH and meeting with DMH, as requested/needed.

4. FSAT/FSAT-S STAFFING / TRAINING

All FSAT/FSAT-S trainers must be a family member or loved one of a consumer living with mental illness. All family advocates must participate in a structured training regimen developed by the potential provider of services to family members, partners, and friends. A training schedule needs to be specified by the awardee for FSAT/FSAT-S program. All FSAT/FSAT-S trainers will participate and complete this training as required by DMH. Costs for the training workshop and training materials will be paid by the awardee. All training materials will be provided to FSAT/FSAT-S attendees at no cost. Each year of the contract, the Contractor will provide two FSAT instructor trainings; each training with twenty-five participants. In order to establish sustainability with this program, the Contractor will also provide one FSAT Train the Trainer program for four participants; two of which are bilingual. Finally, the Contractor will provide the FSAT program to a minimum of eight hundred attendees per fiscal year of the contract. Each participant will be expected to complete a pre- and post-test evaluating change in attitude toward mental health and self-reported capability to provide advocacy and support on behalf of a loved one living with mental illness. Each year of the contract, the Contractor will provide two FSAT-S instructor trainings; each training with ten participants. The Contractor will provide the FSAT-S program to a minimum of one hundred and sixty attendees per fiscal year of the contract. Each participant will be expected to complete a pre- and post-test evaluating change in attitude toward mental health and self-reported capability to provide advocacy and support on behalf of a loved one dealing with mental illness.

It is also strongly desirable that the FSAT trainer should be able to speak the primary language of parents/caregivers and accommodate their services to the specific ethnic/cultural population they serve. The Contractor must outreach for FSAT trainers from an underserved community representing one of the 13 threshold languages. FSAT-S trainers must be fluent in Spanish.

/

/

/

**B. PARENT SUPPORT AND ADVOCACY TRAINING BUREAU (PSAT)
PARENT SUPPORT AND ADVOCACY TRAINING BUREAU IN SPANISH (PSAT-S)**

1. OVERVIEW

Parent Support and Advocacy Training Bureau (PSAT) is a free six-week course provided by trained parents and caregivers of a child/transition-age youth living with mental illness, providing a unique perspective of the emotional responses by parents/caregivers based on their lived experience.

Parent Support and Advocacy Training Bureau in Spanish (PSAT-S) is a similar six-week course provided by trained parents and caregivers of a child/transition-age youth living with mental illness, provided in Spanish to monolingual or bilingual Spanish-speaking parents/caregivers.

2. POPULATION TO BE SERVED

PSAT/PSAT-S services are directed at parents or caregivers of school-age individuals living with serious mental illness and provided by parents or caregivers of school-age individuals living with mental illness. Services are suitable for provision in a single or multiple service areas based on the specific needs of the community.

3. PROGRAM NEEDS AND AREAS OF SERVICE EMPHASIS

3.1. The PSAT/PSAT-S program is for the term of six weeks.

3.2. A major component of any service rendered on behalf of DMH is community outreach services. In many instances, information concerning mental illness and treatment and recovery resources lack wide spread availability locally in the primary language of a cultural/ethnic community. A PSAT program will provide information to expand community knowledge, self-help supports, and program services through their outreach efforts to potential participants, with particular emphasis to underserved communities representing the 13 threshold languages. A PSAT-S program will provide information about all the other programs in their outreach efforts, particularly emphasizing communication with under-served Spanish-speaking communities.

3.3. The PSAT/PSAT-S program shall create the educational material used to train the PSAT/PSAT-S parent/caregiver advocates presenting these programs. Educational and informational material must utilize instructional resources and literature from national, state, and local mental health and advocacy programs. Curriculum will be highly structured and uniform; including important issues relevant to mental illness, current research on the origins of and treatment for mental health, supportive therapy for parents/caregivers, communication skill building, and problem-solving techniques. The material must utilize researched and well-supported methods to reduce stigma and discrimination toward mental illness while supporting recovery-based principles and practices. Parents/caregivers

attending the PSAT/PSAT-S will learn skills to navigate systems, such as mental health, schools, regional centers, and child protective services.

- 3.4. Outcome protocols and procedures must be established by the Contractor for tracking PSAT/PSAT-S outcomes. The protocols must include a pre- and post-course test which measures attitudinal changes and attendees knowledge of mental health. The pre- and post-test matched pairs need to be analyzed and data reports are to be submitted along with monthly invoices at the end of each PSAT and PSAT-S program.
- 3.5. The PSAT/PSAT-S awarded agencies shall fully cooperate with DMH with respect to monitoring their deliverables, providing information as requested by DMH and meeting with DMH as needed.

4. PSAT/PSAT-S STAFFING / TRAINING

All PSAT/PSAT-S trainers must be a parent or caregiver of a child/transition-age youth consumer living with mental illness. Potential provider must develop a formal training program to assure parent or caregiver advocates deliver adequate information and support to the PSAT/PSAT-S program participants. The training must be accompanied by a proposed training schedule designed by the awardee for the PSAT/PSAT-S program. All PSAT/PSAT-S trainers will participate and complete all training sessions, as required by DMH. Costs for the training workshop and training materials will be paid by the awardee. All training materials will be provided to PSAT/PSAT-S attendees at no cost.

Each year of the contract, the Contractor will provide four PSAT instructor trainings; each training with ten participants. In order to establish sustainability with this program, the Contractor will also provide one PSAT Train the Trainer program for four participants; two of which are bilingual. Finally, the Contractor will provide the PSAT program to a minimum of three hundred attendees per fiscal year of the contract. Each participant will be expected to complete a pre- and post-test evaluating change in attitude toward mental health and self-reported capability to provide advocacy and support on behalf of a child/TAY dealing with mental illness. Each year of the contract, the Contractor will provide one PSAT-S instructor trainings; each training with eight participants. The Contractor will provide the PSAT-S program to a minimum of sixty attendees per fiscal year of the contract. Each participant will be expected to complete a pre- and post-test evaluating change in attitude toward mental health and self-reported capability to provide advocacy and support on behalf of a loved one dealing with mental illness.

PSAT trainer must be able to speak the primary language of parents/caregivers and accommodate their services for the specific ethnic/cultural population they serve. The Contractor must outreach for PSAT trainers from an underserved community representing one of the 13 threshold languages. PSAT-S trainers must be fluent in Spanish.

**C. FAMILY ADVOCACY SPEAKERS' BUREAU (FAS)
PARENT ADVOCACY SPEAKERS' BUREAU (PAS)
ADULT CONSUMER ADVOCACY SPEAKERS' BUREAU (ACAS)
CHILD/ADOLESCENT CONSUMER ADVOCACY SPEAKERS' BUREAU (CACAS)**

1. OVERVIEW

Many studies demonstrate the value of involving consumers with lived experience in the education of the community concerning serious mental illness. Studies show community members gain more knowledge, in a less stigmatizing manner, from those speaking from a perspective, which includes firsthand descriptions of successful recovery experiences. The Family Advocacy Speakers' Bureau (FAS), Parent Advocacy Speakers' Bureau (PAS), Adult Consumer Advocacy Speakers' Bureau (ACAS), and Child/Adolescent Consumer Advocacy Speakers' Bureaus (CACAS) will provide a training and presentation program which will serve to eradicate stigma and discrimination toward mental illness among community members. The speakers' bureaus will dedicate resources to train, develop, and support family advocates, parent advocates, adult consumer advocates, and child/adolescent advocates as presenters educating and advocating for consumers living with mental illness. These trained speakers will provide compelling personal stories about living with or supporting an adult or school-age individual living with mental illness. The training program will provide family members, parents, and consumers the opportunity to develop organization skills, public speaking skills, and social interaction skills by establishing a peer network of consumers, family members, and parental participants and presenters.

2. POPULATION TO BE SERVED

FAS will target family members and loved ones of adult consumers living with mental illness. PAS will target parents and caregivers of school-age consumers living with mental illness. ACAS will target adult consumers living with mental illness. CACAS will target transition-age youth consumers living with mental illness. All four speakers' bureaus will target the community at large.

3. PROGRAM NEEDS AND AREAS OF SERVICE EMPHASIS

- 3.1. Each Speaker's Bureau engagement will consist of presentations from 45 minutes to two hours in length, depending on the public speaking capacity of the presenter. Each presenter will obtain a stipend for their speaking engagement.
- 3.2. A required Speakers' Bureau training, developed by the awarded agencies, must provide comprehensive training and maintain trained family, parent, adult consumer, and child/adolescent presenters. The Contractor must create and periodically update the material used to train the presenters in the four Speakers' Bureaus. All presenters in the four Speakers' Bureaus must participate and complete instructor trainings as required by DMH.

- 3.3. The Contractor shall provide information about the four Speakers bureau in their outreach efforts to potential participants, with particular emphasis to underserved communities representing the 13 threshold languages.
- 3.4. Outcome protocols and procedures must be established by the Contractor to track the effect of participating in the speakers' bureau. The protocols must include a pre- and post-course test which measures attitudinal changes and attendees knowledge of mental health. The pre- and post-test matched pairs need to be analyzed and data reports are to be submitted along with monthly invoices at the end of each Speakers Bureau program.
- 3.5. The awarded agencies shall fully cooperate with DMH with respect to monitoring their deliverable, providing information as requested by DMH and meeting with DMH as needed.

4. SPEAKERS' BUREAU STAFFING / TRAINING

Each FAS speaker must be a family member of an adult consumer living with a mental illness. Each PAS speaker must be a parent or caregiver of a child or transition-age youth living with a mental illness. Each CACAS speaker must be a child or transition-age youth consumer living with a mental illness. Each ACAS speaker must be an adult consumer living with a mental illness. Training is required for each of the speakers to assure they develop and master the skills to perform community outreach, advocacy, and leadership capabilities, in addition to public speaking skills and conducting organized community presentation. Family members and parent/caregivers involved in the FAS and PAS will also learn how to navigate through various systems, including mental health, law enforcement, schools, regional centers, healthcare, and protective services. All the trainings need to be scheduled by the awarded agencies for four Speakers' Bureau program. All FAS, PAS, ACAS, and CACAS speakers will participate and complete this training in a timely manner as required by DMH. All costs for the training workshop and training materials will be paid by the awardee. All material shall be provided to speakers and attendees at no cost. Each year, the Contractor will provide: two ACAS instructor trainings to twenty participants; one FAS instructor training to ten participants; two CACAS instructor trainings to twenty participants; and one PAS instructor training to twenty participants). Each year, the Contractor will provide: twelve ACAS speakers bureaus per month, totaling 144 presentations, in a minimum of five of the eight Service Areas; twenty FAS Speakers Bureaus in a minimum of five of the eight Service Areas; twelve CACAS Speakers Bureaus each quarter, totaling 48 presentations, in a minimum of five of the eight Service Areas; and one PAS Speakers Bureau per quarter, totaling 32 presentations, in a minimum of five of the eight Service Areas.

/

/

/

/

D. PARENTS AND TEACHERS JOINT ADVOCACY PROGRAM

1. OVERVIEW

This is an in-service mental health education program for school professionals and teachers to help them better understand the early warning signs of mental illness in children and transition-age youth in their school community. Participants in this program will learn skills to better navigate and link youth to mental health treatment and services in a supportive and comprehensive manner. School professionals and teachers will hear firsthand from parents of children/transition-age youth living with mental illness how best to communicate with and advocate for these children/transition-age youth and their families.

The program must be based on a national report on mental health which encourages schools to develop advocacy protocols supporting teachers and school professionals to play a larger role in the early identification of mental health treatment needs in children and in linking them to appropriate services.

2. POPULATION TO BE SERVED

This program will target teachers, administrators, school health professionals, parents and others in the school community.

The program will target schools in urban, suburban, rural, and culturally diverse communities.

3. PROGRAM NEEDS AND AREAS OF SERVICE EMPHASIS

3.1. Each in-service will be two hours in length. School professionals and teachers will receive a stipend for attending the in-service training session.

3.2. A required Parents and Teachers Joint Advocacy training must be developed to train and maintain parent/caregiver advocate presenters of the in-service. The Contractor must create and update the material used to train the presenters in the Parents and Teachers Joint Advocacy Training Program. All presenters must participate and complete this training as required by DMH. The Contractor will provide four Parent and Teacher Joint Advocacy instructor trainings; each with ten participants. The Contractor will also provide a minimum of 16 Parents and Teachers Joint Advocacy program and submit a

3.3. The following components must be covered in the two 2-hour in-service:

- a. A personal story by the parent advocate presenter.
- b. A discussion on the early warning signs of mental illness.

- c. A discussion of how a parent or caregiver of a child/transition-age youth with mental illness can react emotionally when facing challenges of mental illness.
 - d. A personal story by a consumer living with mental illness, including the positive and negative perspective of their school experience.
- 3.4. The Contractor shall provide information about these services in their outreach efforts to potential participants, with particular emphasis to underserved communities representing the 13 threshold languages.
- 3.5. Outcome protocols and procedures must be established by the Contractor for tracking the effect of participating in the speakers' bureau program. The protocols must include a pre- and post-course test which measures attitudinal changes and attendees knowledge of mental health. The pre- and post-test matched pairs need to be analyzed and data reports are to be submitted along with monthly invoices at the end of each Speakers Bureau program.
- 3.6. The awarded agencies shall fully cooperate with DMH with respect to monitoring their deliverable, providing information as requested by DMH, and meeting with DMH as needed.

4. PARENTS AND TEACHERS JOINT ADVOCACY STAFFING / TRAINING

All presenters of the Parents and Teachers Joint Advocacy Training program must be a parent or caregiver of a child/transition-age youth consumer living with mental illness. Training is required for each of the presenters to help develop skills to perform community outreach, advocacy, and leadership, in addition to public speaking skills and how to facilitate a community presentation. Parent/caregivers will also learn to navigate through various support and recovery systems, including mental health, law enforcement, schools, regional centers, healthcare, and protective services. All trainings will be scheduled by awarded agencies. All presenters will participate and complete this training as required by DMH. All costs for the training workshop and training materials will be paid by the awardee. All material will be provided to presenters and attendees at no cost.

In-service presenter should be able to speak the primary language of their parents/caregivers participants and accommodate their services for the specific ethnic/cultural population they serve. This may include the awardee outreaching for presenters from an underserved community representing one of the 13 threshold languages.

/

/

/

/

/

E. FAMILY ADVOCACY LOBBY OUTREACH PROGRAM

4. OVERVIEW

Outreach and engagement to family members and parents, when their loved ones first experience mental health issues, can be challenging. The timely addressing of their fears, confusion, and uncertainty can provide meaningful direction, recovery support, and hope. Receiving this support from a fellow family member or parent who has lived a similar experience encourages a more practical and empowering interaction. Trained family advocates must provide support, offer hope, and serve as a resource person for the family member of a consumer with mental illness. Consultation and outreach must include discussing the various support family members can receive during this difficult time and educating family members about mental health and becoming advocates for the consumer facing mental health needs.

2. POPULATION TO BE SERVED

This program will provide outreach, consultation, and support targeted toward family members, parents, and loved ones at local hospitals, crisis centers, and mental health outpatient community providers. A percentage of the family and parent advocates trained to provide this program will represent underrepresented ethnic population (UREP), including Hispanic Americans, Asian/Pacific Islanders, African/African Americans, Middle Eastern Americans, and Eastern European Americans.

3. PROGRAM NEEDS AND AREAS OF SERVICE EMPHASIS

- 3.1. Each advocacy outreach and engagement will be on-site and throughout the site's visiting hours.
- 3.2. There will be a required one-day Family Advocacy Lobby Outreach training which the Contractor must develop and maintain to train family/parent/caregiver as advocates providing the services under this program. The Contractor will create and update the material used to train the advocates staffing the Family Advocacy Lobby Outreach Program. All advocates must participate and complete this training as required by DMH. Each year, the Contractor will provide two instructor trainings, each attended by ten new trainers. Each year, the Contractor will provide the program to a minimum of 120 family members, parents, or caregivers.
- 3.3. The following components must be covered in the one-day Family Advocacy Lobby Outreach training and the direct service to family members/parents/caregivers receiving the service:
 - a. Information on a trauma model.
 - b. Resources available include linkage to mental health services for the consumer and supportive services for the family member,

parent, caregiver or loved one.

- c. Information related to navigating through a specific system, such as mental health, law enforcement, schools, regional centers, healthcare, and protective services.

- 3.4. A major component of any service rendered on behalf of DMH is community outreach. In many instances, a community does not have adequate information, or information written in the primary language of a particular local cultural/ethnic community. The Contractor shall provide information about these services in their outreach efforts to potential participants, with particular emphasis to underserved communities representing the 13 threshold languages.
- 3.5. All interactions will be confidential and voluntarily received by the family member/parent/caregiver/loved one in the appropriate facility lobby setting.
- 3.6. The Contractor shall fully cooperate with DMH with respect to monitoring their deliverables, providing information as requested by DMH and meeting with DMH as needed.

4. FAMILY ADVOCACY LOBBY OUTREACH STAFFING / TRAINING

All advocates of the Family Advocacy Lobby Outreach program must be a family member, loved one, parent or caregiver of an adult or child/transition-age youth consumer living with mental illness. Each of the advocates will require special training to develop skills to perform community outreach, advocacy, and leadership, in addition to public speaking skills and facilitating positive, informative and supportive interaction with others. Advocates will also learn how to navigate various systems, including mental health, law enforcement, schools, regional centers, healthcare, and protective services. All the trainings will need to be scheduled by the awardee. All presenters will participate and complete this training as required by DMH. All costs for the training workshop and training materials will be paid for by the awarded agencies. All material shall be provided to presenters and attendees at no cost.

Advocate should be able to speak the primary language of their parents/caregivers participants and accommodate their services for the specific ethnic/cultural population they serve. This may include the awardee outreaching for presenters from an underserved community representing one of the 13 threshold languages.

/
/
/
/
/
/
/
/
/
/

**F. FAMILY ADVOCATE WELLNESS AND RECOVERY TRAINING PROGRAM
 FAMILY ADVOCATE WELLNESS AND DIVERSITY TRAINING PROGRAM
 FAMILY ADVOCATE WELLNESS AND SPIRITUALITY PROGRAM
 PARENT/CAREGIVER ADVOCATE WELLNESS AND RECOVERY TRAINING
 PROGRAM**

4. OVERVIEW

The objective of the four advocate wellness training programs is to provide education to family members, parents, and loved ones of child/transition-age youth/adult/older adult consumers with mental illness to establish stability in a time of uncertainty. In addition, evidence-based studies have demonstrated outcomes are improved for consumers when their family members are educated on mental health and available services. Advocates become valuable guides to others beginning their journey in recovery. These advocate wellness training programs will function as a support group, bringing together individuals with common issues related to mental health to learn and share with each other. This shared experience must address stigma and discrimination by normalizing a diagnosis of mental illness for both the consumers and their family members. It also provides attendees the opportunity to outreach to one another and other organizations in order to identify needed support and services in their local geographical regions.

Program Name	Number of Attendees	Target Population	Focus
Family Advocate Wellness and Recovery Training Program	500	Family members or loved ones of Adult/ Older Adult Consumers	General information around mental health, recovery, advocacy and linkage to services as it relates specifically to family members, loved ones, caregivers and adult/older adult consumers living with mental illness.
Family Advocate Wellness and Diversity Training Program	300	Family members or loved ones of Adult/ Older Adult and consumers from UREP	General and culturally diverse information on mental health, recovery, advocacy and linkage to services as it relates specifically to family members, loved ones, caregivers and adult/older adult consumers living with mental illness.

Family Advocate Wellness and Spirituality Training Program	200	<p>Family members or loved ones of Adult/ Older Adult Consumers</p> <p>Family members or loved ones of Adult/Older Adult consumers from UREP.</p> <p>Faith-based organizations and general community members</p>	<p>General and culturally sensitive information on mental health, recovery, advocacy and linkage to services as it relates specifically to family members, loved ones, caregivers and adult/ older adult consumers living with mental illness.</p> <p>Spirituality and how it relates to recovery in mental health</p>
Parent/ Caregiver Advocate Wellness and Recovery Training Program	500	<p>Parents or caregivers of child/transition-age youth consumers</p> <p>Parents or caregivers of child/transition-age youth consumers from UREP.</p>	<p>General information around mental health, recovery, advocacy and linkage to services as it relates specifically for parents and caregivers and child/ transition-age youth consumers living with mental illness.</p>

2. POPULATION TO BE SERVED

These programs will target family members or loved ones of adult/older adult consumers living with mental illness; family members or loved ones of adult/older adult consumers from underrepresented ethnic populations living with mental illness; parents or caregivers of child/transition-age youth consumers living with mental illness; parents or caregivers of child/transition-age youth consumers from underrepresented ethnic populations living with mental illness; and faith based communities and organizations.

3. PROGRAM NEEDS AND AREAS OF SERVICE EMPHASIS

- 3.1. Each training program will be offered at least one time per fiscal year and must be accessible Countywide.
- 3.2. Each training program must consist of a one-day program with a keynote speaker and breakout sessions.
- 3.3. A major component of any service rendered on behalf of DMH is community outreach. In many instances, a community does not have adequate information, or lack information written in the primary language of a cultural/ethnic community. The Contractor must provide information about

G. FAMILY ADVOCATE AND PROVIDER TRAINING PROGRAM PARENT/CAREGIVER ADVOCATE AND PROVIDER TRAINING PROGRAM

1. OVERVIEW

The objective of the family advocate and provider training program is to create and maintain a venue for family members of consumers living with mental illness and individuals from various systems where networking can strengthen consumer capabilities and educate each group as it relates to their recovery. The program will educate family members, parents, and loved ones to establish stability in a time of uncertainty. In addition, evidence-based studies have demonstrated outcomes are improved for consumers when their family members are educated on mental health and available services, facilitating family representatives to become valuable advocates. These advocate wellness training programs will function as a support group where individuals with common issues related to mental health congregate to learn and share with each other. Stigma and discrimination must be directly addressed in order to normalize responses to mental illness for both the consumers and their family members. It also provides attendees the opportunity to outreach to one another and other organizations in order to identify needed support and services in their local geographical regions. The program will provide students developing their skills as mental health professionals the opportunity to familiarize themselves firsthand about the issues family members and consumers face when dealing with mental health issues.

The objective of the parent/caregiver advocate and provider training is similar to that of the family advocate provider training. However, this program element will focus on the specific needs of those caring for a child/transition-age youth consumer living with mental illness and specific systems with which these consumers regularly interact.

2. POPULATION TO BE SERVED

This program will target family members or loved ones of adult/older adult consumers living with mental illness; family members or loved ones of adult/older adult consumers from underrepresented ethnic populations living with mental illness; parents or caregivers of child/transition-age youth consumers living with mental illness; parents or caregivers of child/transition-age youth consumers from underrepresented ethnic populations living with mental illness; mental health and medical providers; faith-based organizations; law enforcement; regional center providers; school professionals; and graduate students entering the field of mental health.

3. PROGRAM NEEDS AND AREAS OF SERVICE EMPHASIS

- 3.1. Each training program will be offered at least one time per fiscal year and must be accessible Countywide.
- 3.2. Each training program must consist of a one-day program with a keynote

speaker and breakout sessions.

- 3.3. A minimum of 100 participants must attend the Family Advocate and Provider training program. A minimum of 150 participants must attend the Parent Advocate and Provider training program.
- 3.4. Each training program will be required to also complete and submit pre- and post-training outcome measures evaluating the changes in participant's attitude, knowledge, and ease providing support and advocacy to those living with mental illness. The Contractor is required to develop these outcome measures in addition to developing data reports to be submitted along with each training program's brochure, registration information and completed sign-in sheet.
- 3.5. A major component of any service rendered on behalf of DMH is community outreach. In many instances, a community does not have adequate information or lack information written in the primary language of a cultural/ethnic community. The Contractor must provide information about these services in their outreach efforts to potential participants, with particular emphasis to underserved communities representing 13 threshold languages.
- 3.6. The Contractor must fully cooperate with DMH with respect to monitoring their deliverables, providing information as requested by DMH and meeting with DMH as needed.

4. ADVOCACY WELLNESS STAFFING / TRAINING

Speakers must be licensed experts in the field of mental health, family advocacy, parent advocacy and/or consumers with lived experience.

Each training will provide information on the best practices established by a national, state, or local plan and be specific to the targeted age-group and advocate group.

**PAGE LEFT BLANK
INTENTIONALLY**

**COUNTY OF LOS ANGELES-DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES ACT
WORKFORCE EDUCATION AND TRAINING**

FEE SCHEDULE

**LOS ANGELES COUNTY ALLIANCE FOR THE MENTALLY ILL
aka LOS ANGELES COUNTY COORDINATING COUNCIL (LACCC)**

Total Contract Amount

The Total Contract Amount (TCA) for the extension of this Agreement; which will be provided from July 1, 2014 to June 30, 2018, shall not exceed the sum of Two Million Nine Hundred and Eighty-Four Thousand DOLLARS (\$2,984,000), and shall not exceed an amount of Seven Hundred and Forty-Six Thousand DOLLARS (\$746,000) per year, and shall be based on invoices adequately documenting services provided.

Payment Procedures

For all services, Los Angeles County Alliance for the Mentally Ill, also known as Los Angeles County Coordinating Council (LACCC), shall submit monthly invoices and corresponding reports adequately documenting the services provided by the 16 Family and Parent Advocacy Education and Training programs under the Statement of Work (SOW). The monthly invoices shall include detailed descriptions of the cost incurred. Attached to the invoice each month shall be any supportive documents; including but not limited to: pre- and post-service outcome measures, data analysis of the pre- and post-service outcome measures, sign-in sheets, flyers, or attendance rosters. Contractor cannot exceed the expenditures outlined in the approved annual budget, including any prorated annual amount, without prior approval from the Department of Mental Health (DMH). LACCC shall retain all relevant supporting documents and make them available to the DMH at any time for audit purposes. Invoices and corresponding reports shall be specific as to the type of cost requested and shall be submitted to DMH's Provider Reimbursement Section (PRS) (at the address below). PRS will then forward the invoice to Adult System of Care (ASOC) Program.

Los Angeles County - Department of Mental Health
Provider Reimbursement Section
550 S. Vermont Avenue, 8th floor
Los Angeles, CA 90020
Attn: Accounting Division

Invoices shall be submitted within 30 days after the end of the month in which the services occurred. Late submission may result in non-payment of an invoice.

The Deputy Director of ASOC, or designated staff, will review the invoices and sign to verify the expenditures are eligible as outlined in the SOW. Approved invoices will then be forwarded to DMH's PRS.

Funding for training services under this Agreement shall not exceed the TCA as stated in this Agreement.

Any expenditure other than those listed in this Exhibit requires prior written approval from the Deputy Director of ASOC.

Mental Health Services Act Funds

In the event MHSA funds are not made available by the State DMH, or if the State DMH denies any or all of the MHSA claims submitted by County on behalf of the Contractor, County is not responsible for any substantive payment obligation, and accordingly, Contractor shall not seek any payment from County and shall indemnify and hold harmless County for any and all liability for payment of any or all of the denied MHSA claims or claims for which MHSA funds are not made available.

**The Los Angeles County Alliance for the Mentally Ill
aka Los Angeles County Coordinating Council (LACCC)
Fee Schedule Per Year
Workforce Education and Training (WET) Action #11
Family Advocacy Education and Training Programs
FY 2014-2015, FY 2015-2016, FY 2016-2017 and FY 2017-2018**

Adult Consumer Advocacy Speakers Bureau (In Our Own Voice)		A unique public education presentation which offers insight into the hope and recovery possible for adult consumers living with mental illness. Trained adults living with mental illness lead a brief and interactive presentation about mental illness to other adults and their family members.	
		Maximum Total: ACAS	\$24,000
A(1) Deliverable	Provide two (2) Adult Consumer Advocacy Speakers Bureau (ACAS) Instructor Trainings Each training to establish 20 new ACAS speakers	\$2000/ACAS instructor training	
		Maximum Subtotal: ACAS Instructor training	\$4,000
A(2) Deliverable	Provide instructor training material to each ACAS participant.	\$50/ACAS instructor manual	
		Maximum Subtotal: ACAS instructor manual	\$2,000
A(3) Deliverable	12 ACAS bureaus per month, distributed in at least five (5) of the eight (8) Service Areas, totaling 144 ACAS bureau presentations per year. Each ACAS has two presenters.	\$125/ACAS Speakers Bureau	
		Maximum Subtotal: ACAS Speakers Bureaus	\$18,000

Family Advocacy Speakers' Bureau (NAMI Speakers Bureau)		A speakers' bureau consisting of family members of an adult diagnosed with a serious mental illness speaking from first-hand experience. Speaking engagements provide the means for family members and the community to overcome fears and anxiety related to mental illness; and instead, to build knowledge, create normalization, reduce stigma and create empathy for those interacting with adults living with mental health issues.	
		Maximum Total: Family Advocacy Speakers' Bureau	\$3,500
B(1) Deliverable	Provide one (1) Family Advocacy Speakers Bureau (FAS) Instructor Trainings Each training to establish 10 new FAS speakers.	\$1000/FAS instructor training	
		Maximum Subtotal: FAS Instructor training	\$1,000
B(2) Deliverable	Provide instructor training material to each FAS participant.	\$50/FAS instructor manual	
		Maximum Subtotal: FAS instructor manual	\$500
B(3) Deliverable	20 FAS Speakers Bureaus per 12-month period, distributed in at least five (5) of the eight (8) Service Areas.	\$100/FAS Speakers Bureau	
		Maximum Subtotal: FAS Speakers Bureaus	\$2,000
Family Support and Advocacy Training Bureau (NAMI Family to Family English)		A free, educational course for family, caregivers and friends of individuals living with mental illness. Participants meet for 12 weekly sessions, two and half hours each. It is designed for loved ones (over age 18) of individuals living with mental illness and taught by trained family members of individuals living with mental illness. Participants provide critical information and strategies	\$306,700

		related to caregiving in the format of presentations, discussion and exercises.	
		Maximum Total: FSAT Bureau	
C(1) Deliverable	Provide two (2) Family Support and Advocacy (FSAT) Instructor Trainings Each training to establish 25 new FSAT speakers	\$3000/FSAT instructor training	
		Maximum Subtotal: FSAT Instructor training	\$6,000
C(2) Deliverable	Provide one (1) Family Support and Advocacy (FSAT) Train the Trainer program utilizing instructor from State organization. Training is 20 hours long. Four (4) participants, two of which are bilingual.	\$8000/FSAT Train the Trainer program	
		Maximum Subtotal: FSAT Train the Trainer program	\$8,000
C(3) Deliverable	Provide instructor training material to each FSAT participant, totaling 50 manuals.	\$50/FSAT instructor manual	
		Maximum Subtotal: FSAT instructor manual	\$2,500
C(4) Deliverable	Provide instructor training material to each FSAT Train the Trainer participant, totaling 4 manuals.	\$50/FSAT instructor manual	
		Maximum Subtotal: FSAT instructor manual	\$200
C(5) Deliverable	Minimally provide FSAT program to 800 attendees per fiscal year. An additional \$50 for those from an under-served communities (except Spanish).	\$350/FSAT pre-test and post-test submission or \$400/UREP FSAT pre-test or post-test submission	
		Maximum Subtotal: FSAT program pre-test and post-test matched submission	\$290,000

Family Support and Advocacy Training Bureau in Spanish (NAMI Family to Family in Spanish)		A free, educational course for family, caregivers and friends of individuals living with mental illness. Participants meet for 12 weekly sessions, two and half hours each. It is designed for loved ones (over age 18) of individuals living with mental illness and taught by trained family members of individuals living with mental illness. Participants provide critical information and strategies related to caregiving in the format of presentations, discussion and exercises. This program is for mono-lingual or bi-lingual Spanish speaking family members.	
		Maximum Total: FSAT-S	\$67,000
D(1) Deliverable	Provide two (2) Family Support and Advocacy (FSAT-S) in Spanish Instructor Trainings Each training to establish 10 new FSAT-S speakers.	\$2000/FSAT-S instructor training	
		Maximum Subtotal: FSAT-S Instructor training	\$2,000
D(2) Deliverable	Provide instructor training material to each FSAT-S participant, totaling 20 manuals.	\$50/FSAT-S instructor manual	
		Maximum Subtotal: FSAT-S instructor manual	\$1000
D(3) Deliverable	Minimally provide FSAT-S program to 160 attendees per fiscal year.	\$400/UREP FSAT-S pre-test or post-test matched submission	
		Maximum Subtotal: FSAT-S pre-test and post-test matched submission	\$64,000
Family Advocacy Lobby Outreach Program (NAMI In the Lobby)		Advocacy and outreach program where family members provide training and support in local hospitals and crisis centers. Trainers will educate family members about mental health and becoming advocates for the consumer facing mental health needs. Trainers provide support, offer hope, and serve as	\$9,000

	a resource person for the family member of a consumer with mental illness.	
	Maximum Total: Family Advocacy Lobby Outreach Program	
E(1) Deliverable	Provide two (2) Family Advocacy Lobby Outreach Instructor Trainings. Each training to establish 10 new Family Advocacy Lobby Outreach program trainers.	\$1000/ instructor training
	Maximum Advocacy Program Instructor training	Subtotal: Family Lobby Outreach training
		\$2,000
E(2) Deliverable	Provide instructor training material to each Family Advocacy Lobby Outreach Program Instructor training participant, totaling 20 manuals.	\$50/ instructor manual
	Maximum Advocacy Program instructor manual	Subtotal: Family Lobby Outreach training
		\$1,000
E(3) Deliverable	Minimally provide Family Advocacy Lobby Outreach Program to 120 contacts per fiscal year.	\$50/contact
	Maximum Advocacy Program	Subtotal: Family Lobby Outreach
		\$6,000
Family Advocate Wellness and Recovery Training Program (Pathways Conference)	General information around mental health, recovery, advocacy and linkage to services as it relates specifically for family members, loved ones and caregivers and adult/older adult consumers living with mental illness.	\$17,500
F(1) Deliverable	Minimum of 500 attendees at the Family Advocate Wellness and Recovery Training Program.	\$35/attendee
	Maximum Wellness and Recovery Training Program	Subtotal: Family Advocate Wellness and Recovery Training
		\$17,500
Family Advocate	General and culturally diverse information	\$9,000

Wellness and Diversity Training Program (Pathways Conference)	on mental health, recovery, advocacy and linkage to services as it relates specifically for family members, loved ones, caregivers and adult/older adult consumers living with mental illness.		
G(1) Deliverable	Minimum of 300 attendees at the Family Advocate Wellness and Diversity Training Program.	\$30/attendee	
	Maximum Subtotal: Family Advocate Wellness and Diversity Training Program		\$9,000
Family Advocate Wellness and Spirituality Training Program (Pathways Conference)	General and culturally sensitive information on mental health, recovery, advocacy and linkage to services as it relates specifically for family members, loved ones and caregivers and adult/older adult consumers living with mental illness. Spirituality and how it relates to recovery in mental health.		\$6,000
H(1) Deliverable	Minimum of 200 attendees at the Family Advocate Wellness and Spirituality Training Program.	\$30/attendee	
	Maximum Subtotal: Family Advocate Wellness and Spirituality Training Program		\$6,000
Family Advocate and Provider Training Program (Family Provider training)	Training programs which provide participants a set of practices to help adult consumers with mental illness, who are struggling to follow their treatment recommendations, become fully engaged in possible interventions (medication, psychotherapy, psychosocial, occupational, rehabilitation, etc.) and to cooperate with persons who are trying to support them in this process. The training program will provide clinicians the opportunity to develop their skills as mental health professionals and to familiarize themselves firsthand about the issues family members and their		\$3,300

	adult consumer face when dealing with mental health issues.		
I(1) Deliverable	Minimum of 100 attendees at the Family Advocate and Provider Training Program.	\$33/attendee	
	Maximum Subtotal: Family Advocate and Provider Training Program		\$3,300
Total: All family member related deliverables per year		\$446,000	
Grand Total: All family member related deliverables for 4 Years		\$1,784,000	

**PAGE LEFT BLANK
INTENTIONALLY**

**The Los Angeles County Alliance for the Mentally Ill
aka Los Angeles County Coordinating Council (LACCC)
Fee Schedule Per Year
Workforce Education and Training (WET) Action #10
Parent Advocacy Education and Training Programs
FY 2014-2015, FY 2015-2016, FY 2016-2017 and FY 2017-2018**

Child/Adolescent Consumer Advocacy Speakers Bureau (Ending the Silence)		A unique public education presentation which offers insight into the hope and recovery possible for children and adolescent consumers living with mental illness. Trained older children and adolescents living with mental illness lead a brief and interactive presentation about mental illness to other children and adolescents and their parents/ caregivers.	
		Maximum Total: CACAS	\$12,400
A(1) Deliverable	Provide two (2) Child/Adolescent Consumer Advocacy Speakers Bureau (CACAS) Instructor Trainings. Each training to establish 20 new CACAS speakers.	\$1000/CACAS instructor training	
		Maximum Subtotal: CACAS Instructor training	\$2,000
A(2) Deliverable	Provide instructor training material to each CACAS participant.	\$50/CACAS instructor manual	
		Maximum Subtotal: CACAS instructor manual	\$2,000
A(3) Deliverable	Minimally twelve (12) CACAS bureau presentations each quarter totaling forty-eight (48) per year, distributed among five (5) of the eight (8) service areas.	\$175/CACAS Speakers Bureau	
		Maximum Subtotal: CACAS Speakers Bureaus	\$8,400

Parent Advocacy Speakers' Bureau (Parents' Speakers Bureau)		A speakers' bureau consisting of parents/caregivers of a child/ adolescent diagnosed with a serious mental illness speaking from first-hand experience. Speaking engagements provide the means for parents/ caregivers and the community to overcome fears and anxiety related to mental illness; and instead, to build knowledge, create normalization, reduce stigma and create empathy for those interacting with children/ adolescents dealing with mental health issues.	
		Maximum Total: Parent Advocacy Speakers' Bureau	\$10,000
B(1) Deliverable	Provide one (1) Parent Advocacy Speakers Bureau (PAS) Instructor Trainings. Each training to establish 20 new PAS speakers.	\$50/PAS instructor training attendee	
		Maximum Subtotal: PAS Instructor training	\$1,000
B(2) Deliverable	Provide instructor training material to each PAS participant.	\$50/PAS instructor manual	
		Maximum Subtotal: PAS instructor manual	\$1,000
B(3) Deliverable	Minimally one (1) PAS bureau presentations per quarter in each of the eight (8) Service areas, totaling thirty-two (32) PAS presentations per year.	\$250/PAS Speakers Bureau	
		Maximum Subtotal: PAS Speakers Bureaus	\$8,000
Parent Support and Advocacy Training Bureau (NAMI Basics English)		A six-week peer directed education program developed specifically for parents/caregivers of children/adolescents who have either been diagnosed with a serious	\$158,200

		mental illness/serious emotional disturbance or who are experiencing symptoms but have yet to be diagnosed.	
		Maximum Total: PSAT Bureau	
C(1) Deliverable	Provide four (4) Parent Support and Advocacy (PSAT) Instructor Trainings. Each training is 20 hours in length. Each training to establish 10 new PSAT speakers.	\$2000/PSAT instructor training	
		Maximum Subtotal: PSAT Instructor training	\$8,000
C(2) Deliverable	Provide instructor training material to each PSAT participant, totaling 40 manuals.	\$50/PSAT instructor manual	
		Maximum Subtotal: PSAT instructor manual	\$2,000
C3) Deliverable	Provide one (1) Parent Support and Advocacy (PSAT) Train the Trainer program utilizing instructor from State organization. Four (4) participants, two (2) of which are bilingual.	\$8,000/PSAT Train the Trainer program	
		Maximum Subtotal: PSAT Train the Trainer program	\$8,000
C(4) Deliverable	Provide instructor training material to each PSAT Train the Trainer participant, totaling 4 manuals.	\$50/PSAT instructor manual	
		Maximum Subtotal: PSAT instructor manual	\$200
C(5) Deliverable	Minimally provide PSAT program to 300 attendees per fiscal year. An additional \$50 for those from under-served communities (except Spanish).	\$450/PSAT pre-test and post-test submission or \$500/UREP PSAT pre-test or post-test submission	
		Maximum Subtotal: PSAT program pre-test and post-test matched submission	\$140,000

Parent Support and Advocacy Training Bureau in Spanish (NAMI Basics Spanish)		A six-week peer directed education program developed specifically for parents/caregivers of children/adolescents who have either been diagnosed with a serious mental illness/serious emotional disturbance or who are experiencing symptoms but have yet to be diagnosed. This program is for mono-lingual or bi-lingual Spanish speaking parents/caregivers.	
		Maximum Total: PSAT-S	\$32,400
D(1) Deliverable	Provide one (1) Parent Support and Advocacy (PSAT-S) in Spanish Instructor Trainings. Each training to establish 8 new PSAT-S speakers.	\$2,000/PSAT-S instructor training	
		Maximum Subtotal: PSAT-S Instructor training	\$2,000
D(2) Deliverable	Provide instructor training material to each PSAT-S participant, totaling 8 manuals.	\$50/PSAT-S instructor manual	
		Maximum Subtotal: PSAT-S instructor manual	\$400
D(3) Deliverable	Minimally provide PSAT-S program to 60 attendees per fiscal year.	\$500/UREP PSAT-S pre-test or post-test matched submission	
		Maximum Subtotal: PSAT-S pre-test and post-test matched submission	\$30,000
Parent and Teachers Joint Advocacy program (Parents and Teachers as Allies)		A two-hour in-service mental health education program for school professionals, which focuses on helping school professionals and families within the school community better understand the early warning signs of mental illnesses in children and adolescents and how best to intervene so youth with mental health treatment needs are linked	\$53,000

	with services. It also covers the lived experience of mental illnesses and how schools can best communicate with families about mental health related concerns.	
	Maximum Total: Parent Advocacy training program	
E(1) Deliverable	Provide four (4) Parent and Teachers Joint Advocacy Instructor Trainings. Each training to establish ten new Parents and Teachers Joint Advocacy program trainers.	\$2,000/ instructor training
	Maximum Subtotal: Parents and Teachers Joint Advocacy Instructor training	\$8,000
E(2) Deliverable	Provide instructor training material to each Parent and Teachers Joint Advocacy Instructor training participant, totaling 40 manuals.	\$50/ instructor manual
	Maximum Subtotal: instructor manual	\$2,000
E(3) Deliverable	Minimally provide 16 Parents and Teachers Joint Advocacy program (with a range of 25-100 attendees) per fiscal year.	\$100/per pre-test and post-test matched pair submission
	Maximum Subtotal: Parent and Teachers Joint Advocacy pre-test and post-test submission	\$43,000
Parent/Caregiver Advocate Wellness and Recovery Training Program (Parent Conference)	Training programs which provide education to parents/caregivers of children/ adolescents with mental illness to establish stability in a time of uncertainty. Evidence based studies have demonstrated that outcomes are improved for children and adolescents when their parents/ caregivers/school professionals are educated on mental health and services. The training program will address stigma and discrimination.	\$25,000

F(1) Deliverable	Minimum of 500 attendees at the Parent/Caregiver Advocate Wellness and Recovery Training Program.	\$50/attendee	
	Maximum Subtotal: Parent/Caregiver Advocate Wellness and Recovery Training Program		\$25,000
Parent/Caregiver Advocate and Provider Training Program (Parent training)	Training programs which provide participants a set of practices to help children/adolescents with mental illness, who are struggling to follow their treatment recommendations, become fully engaged in possible interventions (medication, psychotherapy, psychosocial, occupational, rehabilitation, etc.) and to cooperate with persons who are trying to support them in this process. The training program will provide clinicians the opportunity to develop their skills as mental health professionals and to familiarize themselves firsthand about the issues parents/caregivers and their children/adolescent face when dealing with mental health issues.		\$9,000
G(1) Deliverable	Minimum of 150 attendees at the Parent/Caregiver Advocate and Provider Training Program.	\$60/attendee	
	Maximum Subtotal: Parent/Caregiver Advocate and Provider Training Program		\$9,000
Total: All parent/caregiver related deliverables per year		\$300,000	
Grand Total: All parent/caregiver related deliverables for 4 Years		\$1,200,000	

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Los Angeles County Alliance for the Mentally Ill aka Los Angeles County Coordinating Council (LACCC) 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: Brittney Weissman POSITION: Executive Director

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.

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.

**PAGE LEFT BLANK
INTENTIONALLY**

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 Los Angeles County Alliance for the Mentally Ill aka Los Angeles County Coordinating Council (LACCC), (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 Brittney Weissman
Please print name

Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

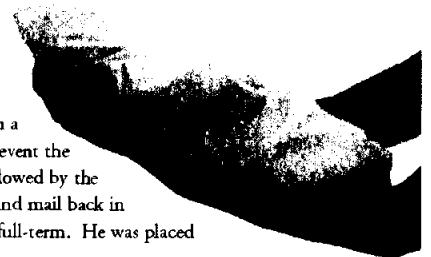
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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?

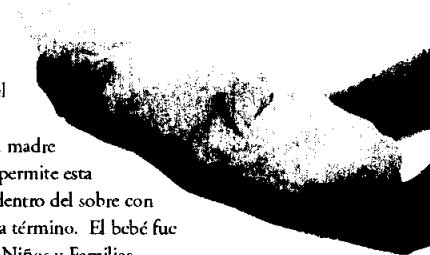
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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 estos 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 brazaletes 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.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Los Angeles County Alliance for the
Mentally Ill aka Los Angeles County Coordinating Council (LACCC)

Company Name

3250 Wilshire Blvd., Suite 1501, Los Angeles, CA 90010

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

Brittany Weissman, Executive Director

Name and Title of Signer (please print)

**PAGE LEFT BLANK
INTENTIONALLY**

PROPOSER'S EEO CERTIFICATION

Los Angeles County Alliance for the
Mentally Ill aka Los Angeles County Coordinating Council (LACCC)
Contractor Name

3250 Wilshire Blvd., Suite 1501, Los Angeles, CA 90010
Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**PAGE LEFT BLANK
INTENTIONALLY**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- A. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

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

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

B.

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

