

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

GLORIA MOLINA
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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

May 01, 2012

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 May 1, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AUTHORIZATION TO CONTRACT WITH AND PROVIDE SUICIDE PREVENTION TELEPHONE COUNSELING SERVICES TO DIDI HIRSCH PSYCHIATRIC SERVICE AS ITS SUBCONTRACTOR (SUPERVISORIAL DISTRICT 3) (3 VOTES)

SUBJECT

Authorization for the Department of Mental Health to serve as a subcontractor of Didi Hirsch Psychiatric Service and execute a subcontract agreement with Didi Hirsch Psychiatric Service under its prime contract agreement with the California Mental Health Service Authority and allow the Department's ACCESS Center to expand its current services and provide warmline and suicide prevention telephone counseling services to nighttime callers on behalf of Didi Hirsch Psychiatric Service and receive full reimbursement from Didi Hirsch Psychiatric Service.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign and execute a Regional and Local Suicide Prevention Capacity Building Subcontract Agreement (Subcontract), substantially similar to the Attachment (Attachment), with Legal Entity (LE) contractor Didi Hirsch Psychiatric Service (Didi Hirsch), under its agreement with the California Mental Health Services Authority (CalMHSA), whereby the Department agrees to expand the Department's ACCESS Center (ACCESS) telephone counseling services, effective upon Board approval through June 30, 2014. The Department will receive full reimbursement from Didi Hirsch for its costs in an amount not to exceed \$821,094.

2. Authorize the Department of Mental Health (DMH) to fill four (4) Full-Time Equivalent (FTE) temporary positions necessary for the implementation of the Subcontract. These positions are in excess of what is provided for in DMH's staffing ordinance, and pursuant to Section 6.06.020 of the County Code is subject to allocation by the Chief Executive Office (CEO).

3. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the Subcontract, provided that any changes are: 1) to modify operations, to improve efficiencies, and/or to add clarity; 2) to increase the Subcontract's maximum obligation of Didi Hirsch to DMH; 3) or to reduce services or programs; 4) approved by County Counsel, or designee, prior to any such amendment; and 5) the Director notifies your Board and the CEO of changes to the Subcontract in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the Subcontract with Didi Hirsch will enable DMH to provide services that will enhance Los Angeles County's suicide prevention capacity and support the CalMHSA statewide Regional and Local Suicide Prevention Capacity Building strategic plan to save lives. Through this Subcontract, ACCESS will expand the reach of crisis telephone line services and increase warmline capacity and usage in the Southern-Central region of California and expand its existing services. Specifically, ACCESS will provide after-hours warmline coverage by establishing a new dedicated, confidential ACCESS Warmline Operation between the hours of 10 p.m. and 6 a.m. The ACCESS Warmline and other warmlines will participate in safeTALK, which is a widely used training that teaches participants ways to identify persons with thoughts of suicide and appropriate ways to connect them to first-aid resources.

ACCESS Center is already staffed with capable staff who can offer professional mental health services, 24 hours a day, seven days a week, and who can provide callers with information and referrals for immediate help or ongoing care. Although the ACCESS Center offers an established foundation and infrastructure which facilitates the implementation of services through this Subcontract, additional equipment purchases, an additional 800 number, hiring of staff, training for staff, and networking with other agencies will be required for this expansion. The salaries and employee's associated costs, costs for supplies, and other related expenses will be fully reimbursable by Didi Hirsch.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County Strategic Plan Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The amount of this Subcontract which will be fully reimbursed by Didi Hirsch is \$69,725 for Fiscal Year (FY) 2011-12. The Subcontract Agreement will provide funding to allow DMH to hire four (4) FTE temporary positions at ACCESS to expand its current services by providing warmline and suicide prevention telephone counseling services to nighttime callers. The total revenue received by DMH for this Subcontract through June 30, 2014 will not exceed \$821,094.

Sufficient appropriation to hire four (4) FTE temporary positions for this agreement is included in the

FY 2011-12 Final Adopted Budget. Funding and appropriation for future years will be requested through DMH's annual budget request process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CalMHSA is a joint powers authority that provides counties an independent administrative and fiscal intergovernmental structure for jointly developing, funding, and implementing mental health services and educational programs at the state, regional, and local levels. Didi Hirsch has been awarded a three-year Suicide Prevention grant from the CalMHSA to expand the accredited crisis line services and increase warmline capacity and usage in the Southern-Central region of California. Didi Hirsch named ACCESS as a partner in fulfilling the objectives.

In addition to the crisis line services and expanded warm line capacity, DMH will provide monthly reports to Didi Hirsch on program data including summaries of caller-level (type of call i.e., supportive listening, problem solving, information and resources, crisis call), number of referrals, total call volume, average call answer rate, and information on the types of call received.

The Subcontract's Ownership of Documents provision states that DMH will be required to assign to CalMHSA any related documents developed under this Subcontract. In addition, under the Subcontract the County will indemnify both Didi Hirsch and CalMHSA, except for damages resulting from Didi Hirsch's or CalMHSA's sole negligence. The Subcontract format has been approved as to the form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

DMH's provision of these services will enable DMH to become an active and integral participant in this multi-agency partnership. This partnership will enhance regional and local suicide prevention efforts by addressing the critical needs of individuals who need mental health counseling for life stressors that negatively impact on an individual's emotional well-being.

The Honorable Board of Supervisors

5/1/2012

Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mg Southard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:RK:TB

Enclosures

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

Agreement for Regional and Local Suicide Prevention Capacity Building
By and between
Didi Hirsch Psychiatric Service, dba Didi Hirsch Mental Health Services
and
The Los Angeles County Department of Mental Health ACCESS Center

This agreement, entered into this ____ day of _____ 2012, which date is enumerated for purposes of reference only, is by and between Didi Hirsch Psychiatric Service, dba Didi Hirsch Mental Health Services (CONTRACTOR) and The Los Angeles County Department of Mental Health ACCESS Center (SUBCONTRACTOR)

WITNESSETH:

WHEREAS, CONTRACTOR has entered into an Agreement with California Mental Health Services Authority (hereinafter "CalMHSA") to expand the reach of accredited crisis line services and increase warmline capacity and usage in the Southern-Central region of California, and

WHEREAS, in order to fulfill its obligation under its contract with CalMHSA, CONTRACTOR desires to engage SUBCONTRACTOR to provide expanded warmline services from 10:00 P.M. to 6:00 A.M., and

WHEREAS, SUBCONTRACTOR desires to expand its existing services, in accordance with terms and conditions of this Subcontract Agreement,

NOW, THEREFORE, it is mutually agreed as follows:

1.0 Prime Contract

This is a Subcontract Agreement under the terms and conditions of the CONTRACTOR's Prime Contract with CalMHSA and shall be subject to all of the provisions of such Prime Contract, which pertinent sections are attached hereto and incorporated herein as Exhibit 1.

2.0 Contract Administration

The Chief Executive Officer of CONTRACTOR, or designee, shall have full authority to administer this Subcontract Agreement consistent with terms and provisions of the Prime contract.

3.0 Terms of Subcontract Agreement

This Agreement shall be effective upon execution by both parties and continue in effect through June 30, 2014, unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract or by mutual agreement.

3.1 Voluntary Termination of Contract

Either party may, without cause, terminate this contract by giving at least thirty days prior written notice to the other party. The terminating party must provide the other party with written notice, personally delivered or transmitted by U.S. Postal Service Registered or Certified Mail in accordance with Subparagraph 14.4.

4.0 Services and Reimbursement

Subcontractor shall provide warmline services as outlined in the Scope of Work which is attached hereto and incorporated herein as Exhibit A.

4.1 The maximum obligation of CONTRACTOR to SUBCONTRACTOR under this Subcontract may not exceed \$821,094 for the three years ending June 30, 2014. This amount may be adjusted by CONTRACTOR by amendment, pursuant to section 14.4 below.

5.0 Billing

SUBCONTRACTOR shall bill CONTRACTOR monthly for actual expenses incurred under this Subcontract Agreement using the invoice format provided by CONTRACTOR in Exhibit B. SUBCONTRACTOR's billing shall include line item specific costs within the scope of the approved budget, attached hereto and incorporated herein as Exhibit B. CONTRACTOR is not responsible for any fees or costs incurred above or beyond the contracted amount.

6.0 Payment

CONTRACTOR shall reimburse SUBCONTRACTOR for expenses incurred under this Subcontract Agreement within 45 days from the date on SUBCONTRACTOR's invoice.

7.0 Records and Audits

7.1 SUBCONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Subcontract Agreement in accordance with generally accepted accounting principles. SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Subcontract Agreement. SUBCONTRACTOR agrees that CONTRACTOR, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions, activity, or records relating to the Subcontract Agreement. All such material including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by SUBCONTRACTOR and shall be made available to CONTRACTOR during the term of this Subcontract Agreement and for a period of seven years thereafter unless written permission of CONTRACTOR is given to dispose of any such material prior to such time. All such material shall be maintained by SUBCONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County then, at CONTRACTOR's option, SUBCONTRACTOR shall pay all travel, per diem, or other costs incurred by CONTRACTOR to examine, audit, excerpt, copy or transcribe such material at such other location.

7.2 In the event that an audit is conducted specifically regarding this Subcontract Agreement by any Federal or State auditor, or by any auditor or accountant employed by SUBCONTRACTOR or otherwise, then SUBCONTRACTOR shall file a copy of such audit report with CONTRACTOR within 30 days of SUBCONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subcontract Agreement. CONTRACTOR shall make a reasonable effort to maintain the confidentiality of such audit report(s).

7.3 Failure on the part of SUBCONTRACTOR to comply with the provisions outlined in paragraphs 7.1 and 7.2 shall constitute a material breach of this Subcontract Agreement upon which CONTRACTOR may terminate or suspend this Subcontract Agreement.

8.0 Indemnification and Insurance

To the extent permitted by law, SUBCONTRACTOR shall indemnify, defend and hold harmless CONTRACTOR, its governing board, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from SUBCONTRACTOR’S performance under this Agreement, except that SUBCONTRACTOR shall have no obligation to indemnify damages resulting from the sole negligence or willful misconduct of any indemnitee. CONTRACTOR may participate in the defense of any such claim without relieving SUBCONTRACTOR of any obligation hereunder.

To the extent permitted by law, SUBCONTRACTOR shall indemnify, defend and hold harmless CalMHSA, its governing board, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from SUBCONTRACTOR’S performance under this Agreement, except that SUBCONTRACTOR shall have no obligation to indemnify damages resulting from the sole negligence or willful misconduct of any indemnitee. CalMHSA may participate in the defense of any such claim without relieving SUBCONTRACTOR of any obligation hereunder.

8.1 Insurance

SUBCONTRACTOR shall provide and maintain at its own expense the program of insurance as set forth below. Letter of Insurance naming Didi Hirsch Psychiatric Service and CalMHSA as additional insured shall be delivered to CONTRACTOR within 15 days of the effective date of this Agreement. Failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of this Agreement.

(a) General Liability

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

- (b) 8.1.1. Automotive – not less than \$1 million for each accident
- 8.1.2 Professional Liability – not less than \$1 million per occurrence and \$3 million aggregate
- 8.1.3 Workers’ Comp – each accident \$1 million, disease-policy limit of \$1 million, disease-each employee, \$1 million

9.0 Ownership of Documents

To the extent permitted by law, SUBCONTRACTOR assigns to CalMHSA all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, resource materials, curricula, training materials, renderings, models, reports and related documents (including computerized or electronic copies) concerning the subject matter of this Agreement, whether prepared by CalMHSA, CONTRACTOR, SUBCONTRACTOR or third parties at the request of SUBCONTRACTOR (collectively, “Documents and Materials”). This explicitly includes the electronic copies of all above stated documentation.

SUBCONTRACTOR also hereby assigns to CalMHSA all copyright and other use rights in any Documents and Materials including electronic copies within SUBCONTRACTOR'S control, respecting in any way the subject matter of this Agreement.

SUBCONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. SUBCONTRACTOR agrees to take such further steps as may be reasonably requested by CalMHSA or CONTRACTOR to implement the aforesaid assignment. If for any reason said assignment is not effective, SUBCONTRACTOR hereby grants CalMHSA and any assignee of CalMHSA an express royalty-free license to retain and use said Documents and Materials. CalMHSA's rights under this section shall apply regardless of the degree of completion of the Documents and Materials and whether or not SUBCONTRACTOR'S services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

10.0 Nondiscrimination and Affirmative Action

During the performance of this Agreement, SUBCONTRACTOR shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, sexual orientation, and use of family care leave. SUBCONTRACTOR shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBCONTRACTOR shall comply with the provision of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulation promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBCONTRACTOR shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other Agreement.

11.0 Independent Status of Contractor/Subcontractor

- 11.1 It is understood and agreed that SUBCONTRACTOR is an independent contractor, and no relationship of employer and employee is created by this Agreement. SUBCONTRACTOR is not the agent or employee of CONTRACTOR or CalMHSA in any capacity whatsoever and CONTRACTOR or CalMHSA shall not be liable for any acts or omissions by SUBCONTRACTOR nor for any obligations or liabilities incurred by SUBCONTRACTOR.
- 11.2 SUBCONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
- 11.3 SUBCONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used by SUBCONTRACTOR or which are measured by wages, salaries or other remuneration paid to its officers, agents or

employees. SUBCONTRACTOR agrees to indemnify and hold CONTRACTOR and CalMHSA harmless from any and all liability which CalMHSA may incur because of SUBCONTRACTOR'S failure to pay such amounts.

12.0 Employee Eligibility Verification

Verification of employee eligibility is the sole responsibility of SUBCONTRACTOR.

13.0 Governing Law, Jurisdiction and Venue

This Agreement shall be governed by the laws of the State of California.

14.0 General Provisions

14.1 Subcontract Agreement may only be amended by the written consent of the parties.

14.2 Subcontract Agreement may not be assigned by either party without the consent of the other party and CalMHSA.

14.3 All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

14.3.1 Personal Delivery: When personally delivered to the recipient, notices are effective on delivery.

14.3.2 First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

14.3.3 Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Facsimile transmission: When sent by facsimile to the last known facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

14.4 This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between Didi Hirsch Psychiatric Service and SUBCONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreement, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

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

[CONTRACTOR signature]

John P. McGann,

Vice President of Finance and Administration

[SUBCONTRACTOR signature]

By: _____

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

EXHIBIT 1 – CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY "CaIMHSA" STANDARD SERVICES AGREEMENT No. SP-P2 Didi-01

EXHIBIT A – SCOPE OF WORK – DELIVERABLES 4.4, 4.6 and 4.8

EXHIBIT B – BUDGET SCHEDULE and SAMPLE INVOICE

Agreement No. SP-P2 Didi-01

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
STANDARD SERVICES AGREEMENT

This Agreement is by and between the California Mental Health Services Authority ("CalMHSA") and Didi Hirsh Psychiatric Service dba Didi Hirsh Mental Health Services ("Contractor").

CalMHSA desires to obtain services which are more fully described in Exhibit A hereto ("Scope of Services"), and Contractor represents that it is willing and professionally qualified to provide such services to CalMHSA.

CalMHSA agrees to retain Contractor to provide services, and Contractor accepts such engagement, on the basis of the Provisions stated in the following exhibits indicated by a checked box, which are attached and incorporated into this Agreement by reference:

- Exhibit A Scope of Work
- Exhibit B Payment Terms*
- Exhibit C General Terms and Conditions
- Exhibit D Special Terms and Conditions

*The maximum amount payable under this Agreement is \$ 4,737,090.00.

The term of this Agreement is August 1, 2011 through 6/30/2014.

CalMHSA
Signed: [Signature] Name (Printed): John E. Chaquica

Title: CalMHSA Executive Director Date: 8/16/11

Address: c/o George Hills Company, 3043 Gold Canal Drive, Rancho Cordova, CA 95670

Phone: (916) 859-4800 Email: john.chaquica@georgehills.com

Signed: [Signature] Name (Printed): Wayne Clark, PhD

Title: CalMHSA President Date: 8/16/11

CONTRACTOR
Signed: [Signature] Name (Printed): KITA S CURRY

Title: PRESIDENT/CEO Date: 8/16/11

Address: 4760 S. Sepulveda Blvd, Culver City, CA 90230

Phone: 310-751-5423 Email: kcurry@didihirsch.org

Exhibit A

Scope of Work

1. Overview: The Regional & Local Suicide Prevention Capacity Building Program (RLSPCBP)

To save lives, Didi Hirsch's activities are helping to build capacity for Los Angeles and Orange Counties in addition to Imperial, San Diego, San Bernardino, Ventura and Riverside Counties, its Crisis Line, and warmlines. SPC will work with Imperial, San Diego, San Bernardino, Ventura, and Riverside Counties to enhance suicide prevention; the Crisis Line will become their official hotline. Vietnamese- and Korean-speaking Crisis Line counselors will help people in underserved communities. L.A. County Department of Mental Health's ACCESS Center will extend warmlines' hours with an overnight line.

All CalMHSA program providers, through their project directors shall adhere to the CalMHSA Work Plan Guiding Principles:

- Each statewide program should be complementary to the other programs (e.g., the Suicide Prevention Program should address how its design complements stigma and discrimination reduction and vice versa) and should complement other state, regional and local resources
- All programs should be inclusive of stakeholder involvement
- All programs should be culturally and linguistically competent, respectful and inclusive of California's diverse population across all age groups including seniors
- All programs should have a lifespan appropriate focus for children, transition age youth and transition age foster care youth, adults and older adults
- All programs should address California's geographical diversity, ranging from small communities spread over large rural areas to metropolitan areas with suburban expanse and urban density
- All programs should optimally leverage federal, state and local resources
- All programs should be achievable with three years' funding
- All programs should support data driven policy and evidence based, promising and community defined practices
- All programs should improve the cultural competence & appropriateness of suicide prevention activities
- Available resources will limit the scale of implementation

2. Program Representatives

2.1 For CalMHSA:

Stephanie Welch, MSW, Program Manager
CalMHSA c/o George Hills Co.
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670
916-859-4800
916-859-4805 fax

2.2 For Contractor:

Lyn Morris, Director, Suicide Prevention Center
Didi Hirsch Mental Health Services
4760 Sepulveda Blvd.
Culver City, CA 90230

310-895-2305
310-895-2370 fax

3. Period of Performance

This Agreement shall be effective upon execution of this Agreement by both parties and continue in effect through June 30, 2014. Contractor shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

4. Deliverables- Suicide Prevention Program 2: Regional & Local Suicide Prevention Capacity Building Program (RLSPCBP)

Didi Hirsch Scope of Work (SOW)

4.1 Deliverable No. 1: Crisis Line Expansion with Bilingual Services

- 4.1.1 Hire and train bilingual staff for SPC Crisis Line.
- 4.1.2 Public Awareness Campaign with a Korean and Vietnamese component. Utilize Barbara Bishop Public Relations and work with Korean Community Services and the Vietnamese Community of Orange County.
- 4.1.3 Add Korean and Vietnamese language crisis line coverage during peak hours of operation 8:30PM to 4:30 AM. These counselors are to be trained in ASIST (LearningWorks Education) and be supervised by two full-time bilingual coordinators.
- 4.1.4 Target adolescents and young adults.

Summary, Deliverable #1: In alignment with the *California Strategic Plan on Suicide Prevention's* call for programs in a variety of languages and formats, Didi Hirsch SPC has identified Asian Americans – specifically Korean American and Vietnamese American – as a key target population in great need of hotline and warmline services. Additional target populations will be adolescents and young adults. Outreach materials and education will be provided to increase their awareness and used of the suicide hotline. Current services will continue to be honed for adolescents and young adults and the feasibility of using texting and email as a means of follow-up will be investigated. Exploring alternate media includes assessment of privacy issues and technology needs.

Hires of Bilingual Crisis Line Counselors (1.4 full-time-equivalents) will take place in Years 2 and 3, with some staff hired by May 15, 2012 and remaining hires made by September 15, 2012. Bilingual Program Coordinators (2 full-time positions) will be hired by December 31, 2012. Public awareness campaign in Korean- and Vietnamese-American communities will take place during Year2 and will continue throughout the project period.

4.2 Deliverable No. 2: County-Centered Suicide Prevention Services

Didi Hirsch Suicide Prevention Center (SPC) will hire a fulltime County Liaison. The County Liaison will:

- 4.2.1 Be in close contact with designated representatives in each county
- 4.2.2 Provide call referrals to County resources
- 4.2.3 Visit County Mental/Behavioral Health and community representatives at least three times a year for duration of Agreement
- 4.2.4 Work with the Didi Hirsch Suicide Prevention Center Outcomes Manager to craft quarterly reports that meet county data needs, with such details as the number of callers, age and

ethnicity, the area codes of calls, primary presenting problems, risk level of callers, and the resources to which they were linked.

- 4.2.5 Coordinate the standing SPC Resource Committee's efforts to identify the best agencies and resources in each County to refer callers to when they are in need of housing, mental health, food, medical assistance, or legal assistance
- 4.2.6 Line up safeTALK trainings that increase community awareness of the suicide hotline as a resource for mental health professionals, concerned colleagues, friends, family members and other contacts-as well as for those in emotional distress
- 4.2.7 Line up speakers for and conduct webinars on requested or popular topics and would be available for customized research

Summary, Deliverable #2: Suicide and suicide attempts are a serious problem in the Southern-Central region. The County Liaison Officer will be in close contact with designated representatives in Los Angeles, Orange, Riverside, San Bernardino, San Diego, Imperial and Ventura Counties, visiting County Mental/Behavioral Health and community representatives, developing quarterly reports that meet county data needs, identify "best fit" agencies and resources, coordinate trainings and conduct webinars in each of the identified counties.

Initially, Didi Hirsch will identify a central point person in each county. Quarterly reports will be sent to counties by September 1, December 1, March 1, and June 1 of each year of the project period. The County Liaison Officer will be hired by January 1, 2012. Planning meetings with each county will take place through March 1, 2012. Once target populations and priorities have been established, topics and dates for webinars and safeTALK trainings will be set. It is anticipated that webinars will take place by September 1 and March 1 of Years 2 and 3. Didi Hirsch staff will work with each county to identify local resources to help Crisis Line callers resolve family, economic, and other problems that have contributed to their distress. These resources will be entered into Didi Hirsch's iCarol database by June 30, 2012. Thereafter, Crisis Line counselors will refer callers to these resources. County satisfaction surveys will be administered electronically, one per year for Years 2 and 3 (by December 31 of each year). Didi Hirsch will analyze results and respond with appropriate programmatic refinements and course corrections. With input from each county's designated representatives, Didi Hirsch will design and supply customized marketing materials for suicide prevention activities and resources by September 1, 2012.

4.3 Deliverable No. 3: Extend Hours of Three L.A. County Warmlines

- 4.3.1 Project Return Peer Support Network (which will pilot Video Relay Service for the deaf and speech impaired), currently only operational from 5:00 PM to 10:00 PM weeknights
- 4.3.2 Hotline of Southern California, currently operational 9:00 AM to 9:00 PM daily
- 4.3.3 Community Helpline, currently operational 7:00 AM to 10:00 PM daily

Summary, Deliverable #3: Didi Hirsch will work with the Department of Mental Health's ACCESS Center to extend the hours of three prominent Los Angeles County/Orange County warmlines: Project Return Support Network, Hotline of Southern California and Community Helpline. Los Angeles County will benefit greatly from the after-hours bilingual warmline that will operate through the evening and early morning hours on weekdays and weekends. This allows for two out of three warmlines to achieve nearly 24/7 coverage.

Didi Hirsch will hold an initial planning meeting with its warmline partners by October 31, 2011. The ACCESS Center will work directly with Project Return, Hotline of Southern California, and Community Helpline on logistics of the nocturnal call rollovers, caller assistance protocols, and data collection. The

warmlines will contribute to a document that lays out operating procedures for ACCESS staff's use. This procedure manual will be completed on or before February 1, 2012.

4.4 Deliverable No. 4: Establish New ACCESS Warmline Operation

Provide after-hours warmline coverage by establishing new ACCESS Warmline. Los Angeles County Department of Mental Health's ACCESS Center is staffed 24 hours a day, seven days a week, by mental health professionals providing information and referrals. The warmlines are anonymous talklines staffed by consumer volunteers:

- 4.4.1 Set up a dedicated line and purchase telecommunications equipment
- 4.4.2 Increase ACCESS staff by three full-time-equivalents, classed as Medical Case Worker II in county system
- 4.4.3 Accept calls from Project Return, Hotline of Southern California, and Community Helpline between the hours of 10pm and 6am.
- 4.4.4 Didi Hirsch to provide 1 two-day training session in FY 2011-12 and quarterly training sessions for next two years
- 4.4.5 Cross-train new ACCESS staff to provide assistance to others when warmline not busy
- 4.4.6 ACCESS Center to "warm transfer" any callers who signal suicidal thoughts/intent to Didi Hirsch Mental Health Services' Crisis Line

Summary, Deliverable #4: The ACCESS Center provides information and referral services to connect people to immediate help or ongoing care and will strengthen its infrastructure to integrate warmline services through equipment purchases, increased staff, training and networking. Staff and volunteers of the ACCESS Warmline and other warmlines will participate in safeTALK, a widely used and thoroughly researched training that teaches participants ways to identify persons with thoughts of suicide and appropriate ways to connect them to first-aid resources.

By the end of 2011, Los Angeles County Department of Mental Health's ACCESS Center will have secured approval to enter into a subcontract with Didi Hirsch. ACCESS will establish a dedicated, confidential warmline no later than January 15, 2012. ACCESS intends to hire bilingual English-Spanish caseworkers to staff the warmline by no later than January 31, 2012. Intensive training will take place in the first two weeks of February, to be concluded by February 15, 2012. The warmline calls will begin to roll over to the ACCESS line on or before March 1, 2012. ACCESS staff will submit monthly reports to Didi Hirsch's Project Director, which will present monthly data, segmented by warmline and aggregated. Reports will include, but are not limited to, the following: summaries of caller-level data, total call volume, total number of referrals, total number of calls transferred to Didi Hirsch Crisis Line, average call answer rate by shift, trends and analysis of monthly data, and ACCESS's internal challenges/ accomplishments. The ACCESS Center will take part in a Didi Hirsch-designed and -administered survey, which will be administered electronically prior to June 30 of each year of the project period.

4.5 Deliverable No. 5: Add 11pm to 3am Shift to NAMI-OC Warmline

- 4.5.1 Add additional hours to existing staff's schedules.
- 4.5.2 New staff to participate in two full days of paid training.
- 4.5.3 NAMI-OC WarmLine currently operates 8:00 AM to 11:00 PM, so this will result in 19 hours per day coverage

Summary, Deliverable #5: NAMI – Orange County will extend coverage to 3am by adding an 11pm to 3am shift. This will make the Orange County WarmLine just five hours short of being 24/7. NAMI-OC will put one four-hour shift in place, manned by two paid staff.

NAMI-OC WarmLine hours will be extended by September 1, 2011. Prior to September 1, 2011, it will add additional hours to existing staff members' schedules to accommodate these hours.

4.6 Deliverable No. 6: Establish the Southern California Warmline Network (SCWN)

- 4.6.1 SCWN to meet at least twice a year (in part web-based participation) during term of Agreement
- 4.6.2 For each of three years of Agreement, Didi Hirsch to work with NAMI-OC to organize one event each year to which all volunteers and staff of these warmlines would be invited
- 4.6.3 Didi Hirsch to draw on gathered data and partners' experiences for a journal article and present on this topic to CalMHSA contractors in the Suicide Prevention Network and those working toward suicide reduction in the education system. It is also anticipated that findings will be shared at an American Association of Suicidology conference.

Summary, Deliverable #6: Southern California warmlines will be linked to one another through the establishment of the Southern California Warmline Network (SCWN) to meet at least twice a year for the next three years; and Didi Hirsch will work with NAMI-OC to organize one staff/volunteer event per year. Warmline activities will yield a body of information on warmlines to present in a journal article, to the Suicide Prevention Network, the American Association of Suicidology conferences and to CalMHSA grantees.

The Southern California Warmline Network will hold its first official meeting by May 30, 2012. Thereafter, there will be twice-annual meetings, to take place by November 30 and May 30 of each year. Each year, these warmlines' staff and volunteers will be invited to participate in a Didi Hirsch-sponsored event that encourages networking and bonding. It will take place prior to September 30 of each year of the project period. An annual warmline survey will be administered electronically by SurveyMonkey or another such survey instrument before the end of each fiscal year. By April 30, 2014, Didi Hirsch and its warmline partners will present findings to attendees of the American Association of Suicidology conference.

4.7 Deliverable No. 7: Statewide Coordination and Representation

- 4.7.1 Didi Hirsch will coordinate activities with the Statewide Coordination Workgroup and the other key PEI programs, including Student Mental Health Higher Education, Student Mental Health K-12, and Stigma & Discrimination Reduction.
- 4.7.2 Didi Hirsch will participate in additional forums, as needed or determined by CalMHSA, with other SPP #2 program partners to insure that opportunities are not missed and efforts are not duplicated.

Summary, Deliverable #7: At initial planning meetings, Didi Hirsch and its partners will identify liaisons to the Statewide Coordination Workgroup and the bodies established for the Student Mental Health and Stigma & Discrimination Reduction initiatives. Informed by the County Liaison Officer's knowledge of several counties' perspectives, Didi Hirsch's liaisons will communicate with their counterparts in these groups to assure coordinated efforts around related goals. Didi Hirsch's liaisons will educate them about

warmlines, which may be unfamiliar to them. The County Liaison Officer will assure that students' needs are factored into county suicide prevention efforts. Representatives of these groups will be invited to attend the annual warmline event, webinars and trainings, as appropriate, and the liaisons will attend meetings hosted by these initiatives' representatives. Special trainings may also take place, if desired. The other PEI programs will be sent the final project report by June 30, 2014.

4.8 Deliverable No. 8: Conduct RLSPCBP Evaluation

- 4.8.1 Didi Hirsch evaluation staff will participate in ongoing quality control reporting procedures to ensure that evaluation data is well-integrated into quarterly data tracking programs and reports towards streamlined and comprehensive reporting procedures.
- 4.8.2 Didi Hirsch evaluation staff will ensure that evaluation data including transfer of training performance and fidelity assurance (adherence to training standards and competencies) is tracked and reported on a quarterly basis and submitted to CalMHSA per the outlined Contract Management and Reporting procedures.
- 4.8.3 Didi Hirsch will conduct programwide evaluation on an annual basis and provide a report of findings to CalMHSA within 60 days after completion of each fiscal year.

Summary, Deliverable #8: The RLSPCBP evaluation is outcomes-based across all deliverables. Didi Hirsch's Best Practices Division will implement a comprehensive data management plan that will track progress toward goals for each program deliverable. The Outcomes Manager for the Suicide Prevention Center will collect monthly data from each agency involved. Each quarter, information will be analyzed and reported back to participants and to CalMHSA.

4.9 Deliverable No. 9: Participation in CalMHSA Statewide Evaluation

- 4.9.1 Didi Hirsch, through its project director, will be required to participate in the implementation of the statewide evaluation and collect data related to consumer demographics, baseline/follow-up, service utilization studies and service experience at the program level; submit data to the CalMHSA evaluation team according to a pre-established schedule; and engage stakeholders including community, consumers and family in program evaluation procedures and activities. Ultimately each program will comply with data requests for the statewide evaluation of all CalMHSA-administered programs. CalMHSA will coordinate the evaluation of the statewide PEI implementation.

Summary, Deliverable #9: Didi Hirsch will comply with all requirements of CalMHSA's Suicide Prevention Evaluation and Accountability Program. Didi Hirsch will adhere to CalMHSA's timeline, once established. The Didi Hirsch Suicide Prevention Center's Outcomes Manager will have time allocated to comply with and meet all data requests and reports.

4.10 Deliverable No. 10: Contract Management and Reporting

- 4.10.1 Based on dates, deadlines and deliverables that are established in the work plan, Didi Hirsch will report on all outcomes from the elements of the plan for which they are responsible. CalMHSA will use standardized data collection instruments with a portal for use by Didi Hirsch that will ultimately allow CalMHSA to download and compile the data records to provide views of activities and achievements for contract deliverables.
- 4.10.2 Didi Hirsch will input data remotely using any of a variety of devices, including Windows Mobile-based Pocket PCs and a Web browser or laptops that are compatible with Microsoft Dynamic CRM.

- 4.10.3 Didi Hirsch will be responsible managing the aggregate database, responding to requests for data from CalMHSA and disseminating regular reports to CalMHSA and its members through the Microsoft Dynamic CRM platform provided by CalMHSA.
- 4.10.4 Didi Hirsch will attend a mandatory CalMHSA PEI Grantee/Awardee 2-Day Orientation & Training which will be facilitated by CalMHSA at a date and site to be determined. Contract Management and Reporting as well as participation in the statewide evaluation will be specifically addressed during this orientation.

Summary, Deliverable #10:

Didi Hirsch will oversee project activities and assure timely completion of each agreed-upon deliverable, including reports to counties, establishment of ACCESS warmline, identification of county-specific resources for Crisis Line callers, design and preparation of county-specific marketing materials, webinars, and trainings. Didi Hirsch will supply quarterly data reports that document Didi Hirsch and its partners' degree of success in achieving suicide prevention in underserved communities in Southern California, preventing crisis escalation through enhanced warmline coverage, and developing model suicide prevention programs in Riverside, San Bernardino, Ventura, Imperial, and San Diego counties. Didi Hirsch reports will assure input of required data into CalMHSA's database. Didi Hirsch's Department of Best Practices will oversee all data collection activities. Final project report will be completed by June 30, 2014. Didi Hirsch's representatives will attend mandated PEI Grantee/Awardee Orientation and Training.

**CalMHSA Suicide Prevention Program 2
Regional & Local Suicide Prevention Capacity Building Program (RLSPCBP)
Didi Hirsch California Suicide Prevention Network**

SP 2 Deliverables, Didi Hirsch		FY 2011-12				FY 2012-13				FY 2013-14			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Crisis Line Expansion with Bilingual Services													
1.1	Bilingual Crisis Line Counselors hired				X								
1.2	Public awareness campaign				X		X	X	X		X	X	X
1.3	Bilingual Program Coordinators hired						X						
1.4	Bilingual staff training				X								
1.5	Outreach to youth; investigation of youth-oriented communication	X	X	X	X	X	X	X	X				
2. County Centered Suicide Prevention Services		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
2.1	Meetings with county representatives	X	X	X		X	X	X		X	X	X	
2.2	Reports	X	X	X		X	X	X		X	X	X	
2.3	County-specific resource referrals researched/entered in database				X								
2.4	safeTALK trainings				X				X				X
2.5	County satisfaction surveys				X		X		X		X		X
2.6	County Liaison Officer hired			X									
3. Extend Hours - Three Los Angeles Warmlines		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
3.1	Warmline planning meeting		X										
3.2	Warmline call procedure manual			X									
4. New ACCESS Warmline Operation		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
4.1	ACCESS warmline established			X									
4.2	ACCESS phone agents hired			X									
4.3	ACCESS training			X		X	X		X		X		X
5. Add 11pm to 3am Shift - NAMI-OC Warmline		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
5.1	Warmline hours extended	X											
5.2	Staff participate in warmline training			X									
6. Establish - Southern California Warmline Network (SCWN)		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
6.1	Meetings		X			X	X		X		X		X
6.2	Annual event for staff/volunteers					X				X			
6.3	Presentation at AAS conference												X
6.4	Annual satisfaction survey					X			X				X
7. Statewide Coordination and Representation		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4

**EXHIBIT B
BUDGET AND PAYMENT TERMS**

1. **FUNDING:** This Agreement will be funded from date of execution through June 30, 2014. Maximum payments by CalMHSA to CONTRACTOR shall not exceed \$4,737,090.00 including all expenses, and subject to the availability of State Mental Health Services Act, Prevention and Early Intervention funds. CalMHSA is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.
2. **CONTRACT PAYMENT:** Having determined that an advance payment is essential for the effective implementation of this Agreement, CalMHSA will provide CONTRACTOR a prepayment of twenty percent (20%), \$315,806.00, of CONTRACTOR'S 2011-2012 Budget, fifteen (15) business days after CalMHSA has received a signed contract and all general requirements of the contract have been satisfied. CalMHSA's Contract Manager will give final approval for release of these funds.
3. **BUDGET:** A completed Budget Form as well as Budget Narrative and Justification, Exhibit B, Schedule A, will detail the services to be performed, products to be provided and expenses to be incurred. The Budget and Narrative and Justification Form will be provided by CalMHSA for CONTRACTOR completion.
4. **PAYMENT:** CONTRACTOR shall be paid only in accordance with a properly prepared invoice submitted to CalMHSA by CONTRACTOR within fifteen (15) working days from the last day of each calendar month, and CalMHSA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by CalMHSA. For this Agreement, send the original invoice to :

Kim Santin, CPA
CalMHSA
3043 Gold Canal Dr., Suite 200
Rancho Cordova, CA 95670-6394

- A. Each invoice shall contain a minimum of the following information: CONTRACTOR name, invoice number and date; remittance address and phone number; the service month; remittance address; Agreement account number (provided by CalMHSA), quantities, number of hours, item/activities descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- B. Invoices shall be rendered monthly in arrears.
- C. Reimbursement or a portion thereof may be withheld at the discretion of the CalMHSA Finance Director or designee due to material contract non-compliance, including audit disallowances. Material non-compliance is the failure to timely complete a deliverable, and includes failure to make progress toward completion of a deliverable to an extent that timely completion becomes infeasible.

5. CONTRACTOR SUMMARY OF COSTS AND PAYMENTS: For each quarter or portion thereof that this Agreement is in effect, CONTRACTOR shall submit to CalMHSA a summary of actual CONTRACTOR costs and payments within sixty calendar days following the end of each fiscal quarter (September, December, March, June), and the expiration or termination of the Agreement, whichever occurs first, to reconcile costs and payments of CONTRACTOR. The final contract settlement shall be based on the actual allowable cost of services provided, and shall not exceed the maximum obligation of CalMHSA. CalMHSA will withhold any monetary payments due the CONTRACTOR until the cost report(s) is (are) complete. No claims for reimbursement will be accepted by CalMHSA after the final cost report is submitted.
6. PAYMENT WITHHOLDINGS: CalMHSA may delay or withhold any monetary payments due to the CONTRACTOR as listed:
 - A. CalMHSA will withhold any monetary payments due the CONTRACTOR until the cost report(s) referred to in Section 4 is (are) complete.
 - B. Reimbursement may be withheld at the discretion of the CalMHSA Finance Director or designee due to material contract non-compliance, including audit disallowances, or non-compliance with Deliverables of Exhibit A. Material non-compliance is the failure to timely complete a deliverable, and includes failure to make progress toward completion of a deliverable to an extent that timely completion becomes infeasible.
 - C. CalMHSA will conduct a preliminary settlement based on the final summary of cost and payments report provided in response to Section 4. CalMHSA shall have the option:
 1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by CalMHSA;
 2. To withhold any sums due CONTRACTOR as a result of a preliminary cost settlement, pending outcome of a termination audit or similar determination regarding CONTRACTOR's indebtedness to CalMHSA and to offset such withholdings as to any indebtedness to CalMHSA.
7. FINAL SETTLEMENT: AUDIT: CONTRACTOR agrees to maintain and retain all appropriate records as provided in Exhibit C.
 - A. CONTRACTOR agrees to furnish duly authorized representatives from CalMHSA and State of California access to records and to disclose to State of California and CalMHSA representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. CalMHSA or State of California representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. CONTRACTOR will retain said statement for its records.
 - B. If the appropriate agency of the State of California, or CalMHSA, determines that all, or any part of, the payments made by CalMHSA to CONTRACTOR pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by CONTRACTOR to CalMHSA. In the event such payment is not made on demand, CalMHSA may withhold monthly payment on CONTRACTOR's invoice until such disallowances are paid

by CONTRACTOR and /or CalMHSA may terminate and/or indefinitely suspend this Agreement immediately upon serving written notice to the CONTRACTOR.

- C. If a post Contract audit finds that funds reimbursed to CONTRACTOR under this Agreement were in excess of actual costs or in excess of claimed costs of furnishing the services, the difference shall be reimbursed on demand by CONTRACTOR to CalMHSA using the following methods, which shall be at the election of CalMHSA:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement.
- D. If there is a conflict between a State of California audit of the Agreement and a CalMHSA audit of the Agreement, the State of California audit shall take precedence.
- E. Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging CalMHSA, its officers and staff, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

EXHIBIT 4

Budget Form and Justification Narrative

BUDGET FORM FOR PROGRAM #2

Project Numbers _____

Proposers Name DIDI HIRSCH PSYCHIATRIC SERVICE

BUDGET CATEGORIES	BUDGET BY PROPOSED PROGRAM <small>(Show budget for each project. Copy form for adding 3* Programs)</small>			
	Program: SPC Hotline- Language	Program: Orange County Warmline	Program: Los Angeles County Warmline	TOTAL
I. DIRECT COST				
A. PERSONNEL-ADMINISTRATIVE/SUPPORT STAFF				
1. Program Staff	1,312,858			1,312,858
2. Administrative/Support	112,516			112,516
3. Consultants	-			-
B. SERVICES AND SUPPLIES				
1. Production/Reproduction of materials	4,800			4,800
2. Office Supplies	3,675			3,675
3. Mileage	17,457			17,457
4. Other (Specify)				
Depreciation-Furniture/Equipment	1,164			1,164
Depreciation-Computer	19,482			19,482
Telephone	13,182			13,182
Payroll Service Charge	-			-
Malpractice/Professional Insurance	-			-
General Liability Insurance	3,443			3,443
Audit	-			-
Copier Maintenance	357			357
Computer Maint./Software License/Support	7,467			7,467
Recruiting	9,000			9,000
Training	18,375			18,375
Stipends	1,068,726	193,113	1,041,006	2,302,845
Consultants	47,200			47,200
Program Supplies	5,546			5,546
Media Campaign	267,000			267,000
Other Travel and Conference	13,200			13,200
C. EQUIPMENT	19,150			19,150
D. FACILITY COSTS	55,420			55,420
SUB-TOTAL	3,000,019	193,113	1,041,006	4,234,137
II. INDIRECT COSTS				
A. ADMINISTRATIVE FEE	356,357	22,939	123,656	502,952
B. TOTAL OTHER INDIRECT COSTS	-	-	-	-
SUB-TOTAL	356,357	22,939	123,656	502,952
TOTAL BUDGET	3,356,376	216,052	1,164,662	4,737,090

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Contractor is an independent contractor, and no relationship of employer and employee is created by this Agreement. Contractor is not the agent or employee of CalMHSA in any capacity whatsoever and CalMHSA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used by Contractor or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees. Contractor agrees to indemnify and hold CalMHSA harmless from any and all liability which CalMHSA may incur because of Contractor's failure to pay such amounts.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify CalMHSA, its governing board, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance under this Agreement, even if caused by or contributed to by the negligence of an indemnitee, except that Contractor shall have no obligation to indemnify damages resulting from the sole negligence or willful misconduct of any indemnitee. CalMHSA may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

3. **INSURANCE AND BOND:** Contractor shall purchase and maintain policies of insurance with an insurer or insurers, admitted in the State of California, and with a current A.M. Best's rating of no less than A-, which will protect Contractor and CalMHSA from claims arising out of Contractor's performance under this Agreement, regardless of whether such performance is by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include:

- A. If Contractor has employees, Contractor shall carry workers' compensation and employers liability insurance in accordance with the laws of the State of California, and such insurance shall waive subrogation against CalMHSA.
- B. Contractor shall carry automobile liability insurance including coverage for owned, non-owned, and hired autos. Contractor shall also carry commercial general liability insurance with coverage for liability assumed by contract. Such policies shall have limits of not less than \$1,000,000 per accident or occurrence. In the event this Agreement is for a total

amount of \$5,000,000 or more, such policies shall have limits of at least \$2,000,000 per accident or occurrence.

- C. If applicable, Contractor shall carry professional liability insurance, including contractual liability, with limits of at least \$1,000,000 per claim, or at least \$2,000,000 per claim if the total amount of this Agreement exceeds \$5,000,000. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five years thereafter. In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subsection c.
- D. Each policy of insurance required in subsection b. above shall name CalMHSA and its agents, officers, governing board, and employees as additional insured; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by CalMHSA or its agents, officers, governing board or employees is excess and non-contributory with such primary insurance; shall state that not less than thirty days' written notice shall be given to CalMHSA prior to cancellation; and, shall waive all rights of subrogation against the additional insured. The additional insured endorsement issued on the commercial general liability policy shall be a CG 2010 or equivalent.
- E. Contractor shall notify CalMHSA in the event of material change in, or failure to renew each policy required under subsections a., b., or c.
- F. As to any policy of insurance required by this section, Contractor shall disclose any self-insured retention or deductible exceeding \$5,000. CalMHSA may require that an endorsement be obtained reducing or eliminating such self-insured retention or deductible as to the CalMHSA and its officers, agents, board and employees; or may require Contractor to provide a financial guarantee guaranteeing payment of any necessary expenses of investigation, costs of defense, settlement or judgments.
- G. Prior to commencing work, Contractor shall deliver to CalMHSA certificates of insurance and any required additional insured endorsements demonstrating compliance with these requirements. In the event Contractor fails to secure or maintain any required policy of insurance, CalMHSA may, at its sole discretion, secure such insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse CalMHSA upon demand for the cost thereof. Any failure of CalMHSA to require certificates of insurance and additional insured endorsements shall not operate as a waiver of these requirements.

This section shall not apply to a Contractor that is a California public entity.

4. CONFORMITY WITH LAW AND SAFETY:

- A. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided. Contractor shall indemnify and hold CalMHSA harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

B. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance under this Agreement, Contractor shall immediately notify CalMHSA's manager by telephone. Contractor shall promptly submit to CalMHSA a written report, in such form as may be required by CalMHSA of all accidents which occur in connection with this Agreement. This report must include the following information:

- (1) name and address of the injured or deceased person(s);
- (2) name and address of Contractor's subcontractor, if any;
- (3) name and address of Contractor's liability insurance carrier; and
- (4) a detailed description of the accident and whether any of CalMHSA's staff, equipment or materials were involved.

C. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to CalMHSA the opportunity to review and inspect such evidence, including the scene of the accident.

5. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B. Other than as specified in Exhibit B, no additional amounts will be allowed or paid for expenses incurred during performance.
6. TAXES: Payment of all applicable federal, state, and local taxes imposed on Contractor shall be the sole responsibility of Contractor.
7. CHILD SUPPORT COMPLIANCE ACT: "For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:
 - A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
8. OWNERSHIP OF DOCUMENTS: Contractor assigns to CalMHSA all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, resource materials, curricula, training materials, renderings, models, reports and related documents (including computerized or electronic copies) concerning the subject matter of this Agreement, whether prepared by CalMHSA, Contractor, Contractor's subcontractors or third parties at the request of Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to CalMHSA all copyright and other use rights in any Documents and Materials including electronic copies within Contractor's control, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by CalMHSA to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants CalMHSA and any assignee of CalMHSA an express royalty-free license to retain and use said Documents and Materials. CalMHSA's rights under this section shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its subcontractors to grant CalMHSA the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold CalMHSA harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold CalMHSA harmless from any claims for infringement of patent or copyright arising out of such selection. CalMHSA's rights under this Section 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFIDENTIALITY: Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify CalMHSA by notices provided in accordance with Section 10 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. This provision shall remain fully effective five years after termination of services to CalMHSA hereunder.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Facsimile transmission: When sent by facsimile to the last known facsimile number of the recipient known

to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

Contact information for the purpose of giving notice is that stated in the Standard Service Agreement. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, sexual orientation, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

12. AUDITS; ACCESS TO RECORDS: Contractor shall make available to CalMHSA for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to CalMHSA, and shall furnish to CalMHSA such other evidence or information as CalMHSA may require with regard to any such expenditure or disbursement charged by the Contractor.

Contractor shall maintain full and adequate records in accordance with CalMHSA requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the State of California, Contractor shall, upon request of CalMHSA, make such books and records available to CalMHSA for inspection at a location within the state or Contractor shall pay to CalMHSA the reasonable, and necessary costs incurred by CalMHSA in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall

provide such assistance as may be reasonably required in the course of such inspection. CalMHSA further reserves the right to examine and reexamine said books, records and data during the three year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by CalMHSA, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three years after CalMHSA makes the final or last payment or within three years after any pending issues between CalMHSA and Contractor with respect to this Agreement are closed, whichever is later.

13. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to CalMHSA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Section 8 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by CalMHSA), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three years following CalMHSA's last payment to Contractor under this Agreement.

It is the responsibility of contractor to insure all documents and materials are in compliance with applicable industry regulations and standards.

14. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
15. EARLY TERMINATION: CalMHSA reserves the right to suspend, terminate or abandon the execution of any work by Contractor without cause at any time upon giving to Contractor 30 days' written notice. In the event that CalMHSA should abandon, terminate or suspend Contractor's work without cause, Contractor shall be entitled to payment for services provided prior to the effective date of said suspension, termination or abandonment, computed consistently with the requires of this contract. If CalMHSA terminates the Agreement because Contractor has failed to perform as required under the Agreement (see Section 22), CalMHSA may recover or deduct from amounts otherwise owing under the Agreement any costs it sustains resulting from Contractor's breach. Upon receipt of notice of termination, Contractor shall stop work as of the date specified, and transfer to CalMHSA any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to CalMHSA.
16. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
17. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
18. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CalMHSA and Contractor relating to the subject matter of this Agreement. As used

herein, Agreement refers to and includes any documents incorporated by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

19. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
20. ADVERTISING OR PUBLICITY: Contractor shall not use the name of CalMHSA, its officers, directors, employees or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of CalMHSA in each instance.
21. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties, expressed in writing and signed by authorized representatives of both parties.
22. CORRECTION OF DEFICIENCIES: Failure of Contractor to comply with the provisions of this Agreement shall constitute a material breach. In the event of such a breach, CalMHSA may, at its sole discretion (and in addition to any other remedies available at law or under this Agreement):
 - A. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of CalMHSA; and/or
 - B. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - C. Withhold funds pending duration of the breach; and/or
 - D. Offset against any monies billed by Contractor but yet unpaid by CalMHSA those monies disallowed pursuant to subdivision "b." of this section; and/or
 - E. Terminate this Agreement immediately.
23. SUBCONTRACTING/ASSIGNMENT: Contractor shall not assign this Agreement or its duties or obligations hereunder without CalMHSA's prior written approval. Contractor shall disclose subcontracts and subcontractors to CalMHSA, which will be deemed to have notice of those subcontractors and subcontracts disclosed in the bid or proposal.
 - A. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this section shall confer no rights on any party and shall be null and void.
 - B. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors and regardless of whether CalMHSA approved the subcontract.

24. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Section 2), Ownership of Documents (Section 8), and Confidentiality (Section 9), shall survive termination or expiration.
25. BUDGET CONTINGENCY CLAUSE: It is mutually understood that CalMHSA is funded by amounts that Counties voluntarily transfer or assign to it, that such funding originates with the State and may be reduced or eliminated by the State, and that CalMHSA has no authorization to obtain additional funding by imposition of taxes, fees, or mandatory contributions. At the time it enters into this Agreement, CalMHSA's Board has reason to believe that it has sufficient funding to satisfy its obligations under the Agreement. If due to unforeseen contingencies CalMHSA determines that it will not be able to fully fund the obligations it has undertaken:
 - A. CalMHSA may give notice to Contractor that this Agreement is cancelled and the Agreement shall no longer be in full force and effect. In the event of such cancellation, CalMHSA shall have no liability to pay further funds to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to further perform any provisions of this Agreement.
 - B. CalMHSA may alternatively offer an Agreement amendment to Contractor to reflect the reduced amount available.
26. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
27. AUTHORITY TO SIGN: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
28. CalMHSA may request Contractor to provide CalMHSA a copy of Contractor's most recent compiled, reviewed or audited financial reports.
29. PRIORITY HIRING CONSIDERATIONS [FOR PEI STATEWIDE PROGRAMS PURSUANT TO CONTRACT BETWEEN CalMHSA AND DMH]: If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code §10353.
30. SUBSTITUTIONS: Contractor's key personnel as indicated in its proposal may not be substituted without notice to CalMHSA.
31. PROVISIONS RELATING TO DATA
 - A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document

called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- B. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at CalMHSA expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to CalMHSA. Such data shall be property of CalMHSA.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify CalMHSA of any such contemplated action; and CalMHSA may within 30 days of said notification determine whether or not this data shall be further preserved. If it makes such a determination, CalMHSA shall pay the expense of further preserving this data. CalMHSA shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.
- E. Contractor shall use best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

32. PUBLICATION OF EVALUATION DATA OR REPORTS

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of CalMHSA. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
- C. If requested by CalMHSA, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
- D. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- E. After any data or documents submitted has become a part of the public records of CalMHSA, Contractor may at its own expense and upon written approval by CalMHSA, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Mental Health Services Authority (CalMHSA), but does not necessarily represent the views of CalMHSA or its staff except to the extent, if any, that it has formally been approved by CalMHSA. For information regarding any such action, communicate directly with CalMHSA's Executive Director. Neither CalMHSA, nor any officer or staff thereof, or any of its contractors or

subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

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

34. USE OF PUBLIC FUNDS

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

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

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

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

35. DISCLAIMER OF RESPONSIBILITY FOR CONTENT OF CONTRACTOR'S PUBLICATIONS

A. CalMHSA will not be responsible for the content of Contractor's publications, whether electronic, broadcast, printed, or otherwise.

B. If Contractor allows members of the public to contribute to its website, blog, social media page, or other site, Contractor shall display a disclaimer substantially similar to the following:

All information, data, text, software, music, sound, photographs, video, messages, blog posts, user comments and other materials, whether publicly posted or privately transmitted, are the sole responsibility of the individual source of said content. Individuals using this site are entirely responsible for the content they upload, post, e-mail, transmit, or otherwise make available here. [Contractor] and CalMHSA are in no way responsible for the content posted here, and therefore cannot guarantee its accuracy, integrity, or quality. By using this site, you may be exposed to content that is offensive or objectionable. Under no circumstances are we liable for content that includes errors or omissions, or for loss or damage of any kind incurred as a result of using this site's content.

If CalMHSA is identified as a sponsor of the site, the disclaimer should mention both Contractor and CalMHSA, as in the example above.

36. PROJECT MANAGER TERMINATION: In the event that the Project Manager that has been assigned by Contractor to this Agreement is involuntarily or voluntarily terminated during the course of performance, Contractor shall:

- A. Provide immediate (48 hours or less) notification to the CalMHSA Executive Director and Contract Manager assigned to the Agreement.
- B. Submit a written Transition Plan and identify its interim Project Manager within fourteen calendar days.
- C. Within 90 calendar days, identify its permanent Project Manager and arrange for a meeting between its permanent Project Manager and CalMHSA's Contract Manager.

[END OF GENERAL TERMS AND CONDITIONS]

**Exhibit A
SCOPE OF WORK**

**DELIVERABLE 4.4
ESTABLISH NEW ACCESS WARMLINE OPERATION**

Subcontractor shall provide a nocturnal, confidential, bilingual (Spanish/English) warmline, through the Los Angeles County Department of Mental Health ACCESS Center ("ACCESS") for callers to Project Return Peer Support Network ("Project Return"), Hotline of Southern California ("Hotline of SoCal"), and Community Helpline ("Community Helpline") as well as residents of Los Angeles County. This line will address such concerns as mental illness, stress, academic/career challenges, sexual identity, eating disorders, homelessness, need for food or clothing, financial troubles, substance abuse, grief and loss, sexual assault, child abuse, community violence, domestic violence, latch-key issues, and physical illness.

This warmline will be culturally and linguistically competent, respectful, and inclusive of California's diverse population across all age groups, including senior adults.

Schedule of Deliverables (4.4)

Deliverable no.	Deliverable	Detail	Completion date/period
4.4.1	Set up a dedicated line and purchase telecommunications equipment.	Line will be toll-free.	5/15/12
4.4.2	Increase ACCESS staff by four full-time-equivalents, classed as Medical Case Worker II in county system.	Spanish-English bilingual capability is preferred to staff this dedicated line.	5/15/12
4.4.3	Accept calls from Project Return, Hotline of Southern California, and Community Helpline between the hours of 10 p.m. and 6 a.m.	Line will be active seven days a week, 365 days a year. ACCESS warmline staff will follow call protocols as set forth in written operating procedures and training sessions. ACCESS Warmline staff will listen actively to caller concerns and provide information, education, verbal assurance, encouragement, and support. Staff will make referrals to services or organizations for primary care and behavioral healthcare, family planning, temporary shelter, support groups, and other such forms of assistance.	6/1/12
4.4.4	Didi Hirsch to provide 1 two-day training session in FY 2011-12 and quarterly training sessions for	Staff will participate in trainings organized by Didi Hirsch and its partners on warmline-specific	5/25/12 for initial training

	next two years.	issues and suicide prevention, including safeTALK, a widely used and thorough researched training that teaches participants to identify persons with thoughts of suicide and connect them to first-aid resources. They will also take part in trainings organized for Didi Hirsch Crisis Line staff/volunteers.	-6/1/12 - 6/30/14 for quarterly training
4.4.5	ACCESS Warmline staff will provide assistance to the other ACCESS staff when warmline is not busy.	ACCESS Warmline staff will provide assistance to other ACCESS staff members when the Warmline has no calls coming in.	TBD
4.4.6	ACCESS Warmline staff to "warm transfer" any callers who signal suicidal thoughts/intent to Didi Hirsch Mental Health Services' Crisis Line. Calls to the Didi Hirsch Crisis Line who have been assessed not to be suicidal will be "warm transferred" to the ACCESS Warmline.	Callers to Warmline will be transferred to 877-727-4747 unless caller is in imminent danger. Didi Hirsch's Crisis Line will warm-transfer callers whose needs are better addressed by a Warmline than a crisis line.	6/1/12 - 6/30/14

**DELIVERABLE 4.6
ESTABLISH THE SOUTHERN CALIFORNIA WARMLINE NETWORK (SCWN)**

Schedule of Deliverables (4.6)

Deliverable no.	Deliverable	Detail	Completion date/period
4.6.1	SCWN to meet at least twice a year (in part web-based participation) during term of Agreement.	ACCESS staff will be represented at initial planning meeting and in subsequent SCWN meetings.	6/1/12 - 6/30/14
4.6.2	For each of three years of Agreement, Didi Hirsch to work with NAMI-OC to organize one event each year to which all volunteers and staff of these warmlines would be invited.	ACCESS staff will be represented at this annual event, which will take place before September 30 in years 2 and 3 of the project period.	6/1/12- 6/30/14
4.6.3	Didi Hirsch to draw on gathered data and partners' experiences for a journal article and present on this topic to CalMHSAs contractors in the Suicide Prevention Network and those working toward suicide reduction in the	ACCESS Warmline staff will take part in a Didi Hirsch-designed and –administered annual staff survey, which will be administered electronically before the end of each fiscal year.	6/1/12 - 6/30/14

	<p>education system. It is also anticipated that findings will be shared at an American Association of Suicidology (AAS) Conference.</p>	<p>ACCESS staff will assist Project Director and SPC Outcomes Manager, as appropriate, in the preparation of materials and final project report for public presentation/publication.</p> <p>ACCESS staff will attend AAS conference.</p>	
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DELIVERABLE 4.8
CONDUCT REGIONAL & LOCAL SUICIDE PREVENTION CAPACITY BUILDING PROGRAM (RLSPCBP)

Deliverable no.	Deliverable	Detail	Completion date/period
4.8.1	<p>Didi Hirsch evaluation staff will participate in ongoing quality control reporting procedures to ensure that evaluation data is well-integrated into quarterly data tracking programs and reports towards streamlined and comprehensive reporting procedures.</p>	<p>ACCESS staff will submit monthly reports to the Project Director. Reports will present monthly data, segmented by warmline and aggregated. Reports will include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Summaries of Caller-Level Data • Total Call Volume • Total Number of Referrals • Total Number of Calls Transferred to Didi Hirsch Crisis Line • Average Call Answer Rate, By Shift • Trends and Analysis of Monthly Data • ACCESS's Internal Challenges/Accomplishments 	7/1/12-6/30/14
4.8.2	<p>Didi Hirsch evaluation staff will ensure that evaluation data including transfer of training performance and fidelity assurance (adherence to training standards and competencies) is tracked and reported on a quarterly basis and submitted to CalMHSA per the outlined Contract Management and Reporting procedures.</p>	<p>For quality assurance purposes, Project Director and SPC staff will perform random call monitoring and audit records, and provide feedback on results to the ACCESS staff for quality improvement.</p>	6/1/12 - 6/30/14
4.8.3	<p>Didi Hirsch evaluation staff will conduct programwide evaluation on an annual basis and provide a</p>	<p>ACCESS Warmline staff will work with Didi Hirsch Suicide Prevention Center (SPC) staff and partners to establish baseline data for warmline-to-crisis line linkage, crisis line-to-warmline</p>	5/15/12 - 6/30/12

	<p>report of findings to CalMHSa within 60 days after completion of each fiscal year.</p>	<p>linkage, and total call volume on the ACCESS Center's dedicated toll-free warmline.</p> <p>ACCESS Warmline staff will gather the following data and store it in an electronic format, to be determined:</p> <p>Caller-Level Data:</p> <ul style="list-style-type: none"> • Date and Start/End Times • Originating Warmline • Call Type: Supportive Listening, Problem-Solving, Information and Resources, Warm Call or "Hot" (Crisis) Call, Third-Party, Hang-Up, Prank Call, other (one or more of these categories) • Name of Caller (if caller discloses) • Caller Demographics <ul style="list-style-type: none"> ○ Zip Code ○ Gender ○ Age: 0-25, 26-40, 41-65, 65+ ○ Ethnicity: White/Anglo, Hispanic/Latino, Black/African American, Asian/Pacific Islander, Native American ○ Precipitating Event/Presenting Problem ○ Language Preference for Call • Linkages to Resources • Caller Comments on Service 	
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ACCESS staff will provide Project Director with sufficient advance notice of any major changes in staffing or data collection.

ACCESS staff will provide reports and notice of changes to:

Lyn Morris
Project Director/Director, Suicide Prevention Center
Didi Hirsch Mental Health Services
4760 S. Sepulveda Blvd.
Culver City, CA 90230
Phone: 310-895-2305
Fax: 310-895-2370
Email: lmorris@didihirsch.org

In exchange for these services, Didi Hirsch Mental Health Services will compensate the Los Angeles County Department of Mental Health for expenses, as described in Exhibit B.

EXHIBIT B

Didi Hirsch Mental Health Services
 CalMHSA - Regional and Local Suicide Prevention Capacity-Building Program
 Los Angeles County DMH ACCESS Budget as Approved

EXPENSES CALCULATION Year 1 Year 2 Year 3 TOTAL

Salaries & Benefits					
Medical Case Worker II	\$ 5,526.75/FTE x 4 FTEs x 1.5 months	33,161			33,161
	\$68,566.5/FTE x 4 FTEs		274,266		548,532
Subtotal Salaries & Benefits		\$ 33,161	\$ 274,266	\$ 274,266	\$ 581,693

Services & Supplies					
Ongoing					
Computer equipment & software		1,200	9,600	9,600	20,400
Mileage and Training		413	3,300	3,300	7,013
Office Supplies		300	2,400	2,400	5,100
Office Space		10,000	20,000	20,000	50,000
Utilities		250	2,000	2,000	4,250
County Telephone Allocation		938	7,500	7,500	15,938
iCarol Software		600	4,800	4,800	10,200
Total Ongoing		13,701	49,600	49,600	112,901

One-Time Costs					
Telcom System/Network Infrastructure		12,000			12,000
iCarol Data Software		1,246			1,246
Total One-Time Costs		13,246			13,246

Total Direct Costs		60,108	323,866	323,866	707,840
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Indirect Costs	16.000%	9,617	51,819	51,819	113,254
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Total Program Costs		\$ 69,725	\$ 375,685	\$ 375,685	\$ 821,094
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Exhibit B

Los Angeles County DMH (Access)
 550 S. Vermont Ave.
 Los Angeles, CA 90002

INVOICE

SAMPLE INVOICE to DIDI HIRSCH MHS

Date	Invoice #
10/10/2011	Sample #1

Bill To:

Didi Hirsch Mental Health Services
 CalMHSA Project - Program 2
 4760 S. Sepulveda Boulevard
 Culver City, CA 90230

Description	Amount
Service Period Billed: October 1, 2011 - October 31, 2011	
I. DIRECT COST	
A. Personnel-Administrative/Support Staff	
Program Staff	\$ 14,738.00
Total Personnel Costs	\$ 14,738.00
B. Services and Supplies	
Computer equipment & Software	\$ 1,600.00
Mileage and Training	\$ 550.00
Office Supplies	\$ 400.00
Office Space	\$ 3,333.33
Utilities	\$ 333.33
Telephone (Allocated)	\$ 416.67
Data Software	\$ 266.67
Total Services & Supplies	\$ 21,638.00
C. One-Time Costs	
Telcom Infrastructure	\$ 3,000.00
Software License/support	\$ 646.00
Total One-Time Costs	\$ 3,646.00
Total Direct Costs	\$ 40,022.00
D. Indirect Costs	Total Direct Costs x 17.173%
	\$ 6,872.98
Total Invoice	\$ 46,894.98

Invoices may be audited upon request of Didi Hirsch, CalMHSA or the State of California

Authorized Signature

Printed Name

Date

By signature above, I certify that this claim is in all respects true, correct, supportable by available documentation and in compliance with all terms and conditions and applicable law governing its payment.