

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
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MARK RIDLEY-THOMAS
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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

January 04, 2011

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

#13 JANUARY 4, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**REQUEST APPROVAL TO EXECUTE A SOLE SOURCE CONSULTANT SERVICES
AGREEMENT WITH PACIFIC CLINICS
FOR FISCAL YEARS 2010-11 THROUGH 2012-13 AND
AMEND AND EXTEND THE CONSULTANT SERVICES AGREEMENT
WITH MENTAL HEALTH AMERICA OF LOS ANGELES
FOR FISCAL YEARS 2010-11 THROUGH 2012-13
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a Sole Source Consultant Services Agreement with Pacific Clinics and to amend a Consultant Services Agreement with Mental Health America of Los Angeles to allow for both agencies to continue delivering training services outlined in the Mental Health Services Act - Workforce Education and Training (WET) Plan.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health, or his designee, to prepare, sign, and execute a Sole Source Consultant Services Agreement (Pacific Clinics' Agreement) substantially similar to Attachment I, with Pacific Clinics, thereby allowing Pacific Clinics to continue delivering Mental Health Services Act (MHSA) Workforce Education and Training (WET) services for the remaining six (6) months of Fiscal Year (FY) 2010-11 through FY 2012-13. The Total Contract Amount (TCA) for Pacific Clinics will be \$200,000 for FY 2010-11 and \$400,000 for FYs 2011-12 and 2012-13, funded with MHSA WET funds. The Pacific Clinics' Agreement will be effective upon Board approval with the initial term through June 30, 2012, and an option for a one-year extension through FY 2012-13.

2. Approve and instruct the Director of Mental Health, or his designee, to prepare, sign, and execute an amendment with Mental Health America of Los Angeles substantially similar to Attachment II (Amendment), to the Consultant Services Agreement No. MH050019 (MHALA Agreement) to continue delivering services under the MHSA WET Mental Health Rehabilitation Specialist Training Program, and to extend the term of the MHALA Agreement. The TCA for MHALA will be \$781,100, funded with MHSA WET funds. The Amendment for MHALA will be effective upon Board approval and will extend the term of the MHALA Agreement through June 30, 2012, and an option for a one-year extension through FY 2012-13.

3. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to these Consultant Services Agreements, and establish as a new TCA the aggregate of the these amendments, provided that: 1) the County's total payments under this agreement for the applicable fiscal years do not exceed an increase of 20 percent from the applicable Board-approved TCA; 2) any such increase is used to provide additional services or to reflect program or Board policy changes; 3) the Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, or designee, is obtained prior to any such amendment; 5) the parties may, in written amendment, mutually agree to reduce programs or services and revise the applicable TCA without reference to the 20 percent limitation; and 6) the Director of Mental Health notifies your Board and the Chief Executive Officer (CEO) of such agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Consistent with the Department of Mental Health's (DMH) MHSA WET plan, Board approval of these recommendations will allow for the continuation of the MHSA WET Mental Health Rehabilitation Specialist Training Program services. The Pacific Clinics' Agreement No. MH050017 for these services is set to expire on December 31, 2010. The original intent was to extend the Pacific Clinics' Consultant Services Agreement No. MH050017; however due to the holiday schedule, the Board will not hear this request until January 4, 2011. The MHALA Consultant Services Agreement No. MH050019 expires on June 30, 2011.

Without the Mental Health Rehabilitation Specialist Training Services programs provided by Pacific Clinics and MHALA, the public mental health system is in danger of losing a valuable resource, one that serves as a pipeline to channeling employment-eligible consumer and family members towards the public mental health system, a core tenet of MHSA.

DMH is also requesting that the terms of both the Pacific Clinics and MHALA Agreements be through FY 2011-12 with an additional one-year extension through FY 2012-13 to prevent interruption of MHSA WET training programs offered to consumers, family members, parent advocates/parent partners, public mental health staff (including DMH staff and its contracted agencies), college faculty, and college students. The term extensions of both agreements will allow the contractors to continue delivering one or more of the four distinct WET programs: 1) Mental Health Rehabilitation Specialist Training Services; 2) Public Mental Health Workforce Staff Immersion Training; 3) College Faculty Immersion Training; and 4) Peer Support Training.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County Strategic Plan Goal 1, Operational Effectiveness and Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

There is no net County Cost.

The TCA for the Pacific Clinics Agreement is \$200,000 for FY 2010-11 and \$400,000 for FYs 2011-12 and 2012-13, funded by MHSA WET funds. The new MHALA TCA is \$781,100 for FYs 2010-11, 2011-12 and 2012-13, also funded by MHSA WET funds. Funding for future fiscal years will be requested through DMH's annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 9, 2010, your Board approved a six-month extension to the Pacific Clinics Consultation Services Agreement No. MH050017 and a one-year extension to the MHALA Consultation Services Agreement No. MH050019. Such approval allowed for a six-month continuation of the Mental Health Rehabilitation Specialist Training program for both contractors, and a 12-month continuation for all the remaining training services offered thru MHALA. This included the Immersion Trainings, the Public Mental Health Immersion program and College Faculty Immersion program, and the Peer Support Training program.

- The Mental Health Rehabilitation Specialist training program delivers a 15-week training program to prepare individuals with a Bachelors degree, advanced degree, equivalent certification or experience to work in the mental health field.
- The Immersion Training programs effectively prepare the current and future public mental health workforce, including DMH staff and its contracted agencies, college faculty, and college students, to transform traditional mental health services to services that embrace MHSA values.
- The Peer Support Training program provides a certificated training in peer supportive services and skills for individuals who are interested in entering the public mental health workforce as mental health peer supporters. These programs are collectively designed to enhance the skills of its targeted audience mentioned above.

Each of the WET programs offer specialized lectures as well interactive learning experiences such as field placements to guide participants in using recovery-oriented approaches in their work with clients enrolled in MHSA programs and services. The training services have become a significant resource for qualified individuals to be employed by MHSA-funded programs as well as those programs transforming to serve clients using a recovery model approach.

The four (4) WET programs are being significantly modified either in scope of training services and/or in funding amounts. Three (3) Requests for Services (RFS) have been drafted to meet the training needs of the present and future workforce as required by the MHSA WET Plan as follows: 1) the Mental Rehabilitation Specialist RFS will provide core training for those entering the workforce and likewise will offer advanced and specialty training for staff currently employed in this classification. 2) the Immersion Trainings—Public Mental Health and College Faculty will continue to provide the training services. 3) the Peer Support Training Program, funding will be significantly increased from \$180,000 a year to \$531,000 a year for a total of \$3.5 million through FY 2016-2017. This Peer Support Training Program will transform peer support/peer specialist training in the County and be consistent with State certification guidelines. It will offer core, bridge, advanced, specialty and train-the-trainer trainings. Given the enhancement of the programs and the three RFS required to

solicit these services, a timeline of 18 to 20 months is expected for selection and actual implementation.

Attached is the required Sole Source Contract Checklist (Attachment III), identifying and justifying the need for a sole source Agreement, that has been approved by the CEO.

CONTRACTING PROCESS

DMH requests approval to execute the Pacific Clinics' Agreement and to extend the existing the MHALA Agreement through FY 2012-13. Both the Pacific Clinics' contract execution and the MHALA contract extension are requested to prevent interruption of MHSA WET training programs that were originally awarded to Pacific Clinics and MHALA in September 2007, through a competitive RFS issued January 2007.

With three (3) RFSs for WET services either in draft or internal review stages, DMH anticipates returning to the Board sometime within the next two (2) fiscal years to request authorization to execute Agreement(s) with qualified bidder(s), based on revised and more comprehensive Statements of Work, deliverables, and outcome measures.

The Pacific Clinics and MHALA Agreements will be in effect until the qualified bidder(s) have been selected through the three (3) pending RFSs. These training programs are delivered during the Pasadena City College academic school year, therefore, the programs will be terminated at the end of the academic school year during which the new Agreements are executed.

In accordance with your Board's contracting policy requirements for Sole Source contracts, DMH notified your Board on December 2, 2010 of its intent to enter into a Sole Source Agreement with Pacific Clinics (Attachment IV).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the proposed action will continue raising staff and educators' awareness of different mental health related trainings. Implementation of WET programs in all Service Areas has significantly enhanced the availability and quality of integrated, recovery-based services for mental health consumers throughout the County.

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

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

MJS:DM:RK:LTI

Enclosures

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

ATTACHMENT I

Pacific Clinics

MH050045
CONTRACT NUMBER

Business Address:

MH050017
REFERENCE NUMBER

800 S. Santa Anita Avenue

Arcadia, CA 91006

Supervisory District(s) 5

CONSULTANT SERVICES AGREEMENT

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- B. PAYMENT SCHEDULE
- C. CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D. SUB-CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
- F. FACT SHEET "SAFELY SURRENDERED BABY LAW"
- G. CHARITABLE CONTRIBUTIONS CERTIFICATION

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CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for Consultant Services (hereafter "Agreement") is made and entered into this 4th day of January, 2011 by and between Pacific Clinics (hereafter "CONSULTANT") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "COUNTY").

RECITALS

WHEREAS, the COUNTY has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a CONSULTANT to the COUNTY for the provision of Mental Health Services Act (MHSA) Workforce Training and Development (WTD) Project; and

WHEREAS, CONSULTANT is specifically trained and possesses the skills, experience, education and competency for the provision Mental Health Rehabilitation Specialist Training Program; and

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

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

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

PREAMBLE

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

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

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

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals; 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of

children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

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

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

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

optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well being, safety and survival, emotional and social well-being, and education and workforce readiness. The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?
- ✓ The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

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

Service Access

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

- Provide services as promptly as possible

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

Service Environment

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

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

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

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

2.0 APPLICABLE DOCUMENTS: Exhibits A, B, C, D, E, F and G are attached to and form a part of this Agreement. Any reference throughout the base agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all exhibits hereby incorporated.

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

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

4.0 TERM OF AGREEMENT:

- A. Initial Period: The Initial Period of this Agreement shall commence on _____, 2011

and shall continue in full force and effect through June 30, 2012.

B. Automatic Renewal Periods: After the Initial Period, this Agreement shall be automatically renewed an additional period without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or at the end of the First or Second Automatic Renewal Period, as applicable.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2011 and shall continue in full force and effect through June 30, 2012.

4.1 Extension of Period (s): After the Initial Period stated in Section 4.0 (1), this Agreement may Be extended by DMH, in its sole discretion, for an additional one year term without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than 30 calendar days to the end of the Initial Period.

(1) First Extension Period: If this Agreement is extended, the First Extension Period shall commence on July 1, 2012 and shall continue in full force and effect through June 30, 2013.

4.2 Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 51.0 (NOTICES).

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

5.0 COMPENSATION:

5.1 Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A. In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A, Consultant shall be paid in accordance with the Payment Schedule established in Exhibit B.

5.2 Total compensation for all services furnished hereunder shall not exceed the sum of FOUR HUNDRED THOUSAND DOLLARS (\$200,000) for Fiscal Year 2010-11; FOUR HUNDRED THOUSAND DOLLARS (\$400,000) for Fiscal Year 2011-12; FOUR HUNDRED THOUSAND DOLLARS (\$400,000) for Fiscal Year 2012-13.

5.3 In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

5.4 To request payment, Consultant shall present to County's Program Manager, monthly in arrears, invoices accompanied by a report of the work completed for the invoice period, including the number of hours worked daily by each individual assigned to the project. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

5.5 Consultant shall submit invoices to:

County of Los Angeles
Department of Mental Health
550 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020
Attn: Angelita Diaz-Akahori

5.6 Consultant shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 48.0 (NOTICES).

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

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

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Program Manager:

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

6.1.2 Upon advance approval of the County Program Manager, County may provide Consultant with reasonable or use of certain County resources, such as reasonable clerical support and

County facilities, as determined by the County Program Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of County resources by Consultant shall not relieve Consultant of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to County, and shall not affect Consultant's status as an independent Consultant. County's Program Manager shall be: Angelita Diaz-Akahori.

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

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

8.0 **INDEMNIFICATION AND INSURANCE**:

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

8.2 General Insurance Requirements: Without limiting Consultant's indemnification of County and during the term of this Agreement, Consultant shall provide and maintain, and shall require all of its Sub-Consultants to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Consultant's own expense.

1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to *Department of Mental Health 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA 90020*, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverage's required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.
- (e) Identify any deductibles or self-insured retentions for County's approval.

The County retains the right to require Consultant to reduce or eliminate such deductibles or self-insured

retentions as they apply to County, or, require Consultant to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3) Failure to Maintain Coverage: Failure by Consultant to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance.

4) Notification of Incidents, Claims or Suits: Consultant shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Consultant and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Consultant arising from or related to services performed by Consultant under this Agreement.

(c) Any injury to a Consultant employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Consultant under the terms of this Agreement.

5) Compensation for County Costs: In the event that Consultant fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Consultant shall pay full compensation for all costs incurred by County.

6) Insurance Coverage Requirements for Sub-Consultants: Consultant shall ensure any and all sub-Consultants performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Consultant providing evidence of insurance covering the activities of sub-Consultants, or

(b) Consultant providing evidence submitted by sub-Consultants evidencing that sub-Consultants maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-Consultant insurance coverage at any time.

8.3 (C) Insurance Coverage

1) Commercial General Liability insurance (providing scope of coverage equivalent

to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

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

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

4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

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

(b) Professional Liability/Errors and Omissions

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

(c) Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy

form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

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

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

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

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

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

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

13.0 DELEGATION AND ASSIGNMENT BY CONSULTANT:

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

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

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

14.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Consultant without the prior written consent of County, as provided in this Paragraph 15.0. Any attempt by Consultant to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Consultant, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

- (1) The reasons for the particular subcontract.
- (2) A detailed description of the services to be provided by the subcontract.
- (3) Identification of the proposed subcontract and an explanation of why and how the

proposed Sub-Consultant was selected, including the degree of competition involved.

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

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

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

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

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

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

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

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

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

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

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

right.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24.0 TERMINATION OF AGREEMENT:

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

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

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

12.3 Notwithstanding any other provision of this Agreement, the failure of Consultant to comply

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

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

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

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

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

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

26.0 TERMINATION FOR DEFAULT:

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

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

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

26.2 In the event that County terminates this Agreement as provided in Sub- paragraph A,

County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Consultant shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

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

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

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

28.0 IMMEDIATE TERMINATION BY COUNTY:

A. In addition to any other provisions for termination provided in this Agreement, this Agreement may be terminated by County immediately if County determines that:

(1) Contractor has failed to initiate delivery of services within 30 calendar days of the commencement date of this Agreement; or

(2) Contractor has failed to comply with any of the provisions of Paragraphs 8 (INDEMNIFICATION AND INSURANCE), 14 (DELEGATION AND ASSIGNMENT), 15 (SUBCONTRACTING), 19 (CONFLICT OF INTEREST), 31 (CHILD SUPPORT COMPLIANCE PROGRAM), 37 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) and/or 49 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM); or

(3) In accordance with Paragraphs 25 (TERMINATION FOR IMPROPER CONSIDERATION), 26 (TERMINATION FOR DEFAULT), and/or 50 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

B. In the event that this Agreement is terminated, then:

(1) On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual Cost Report. Contractor shall prepare an Annual Cost Report in accordance with the terms of the Financial Exhibit A.

(2) Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Agreement to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of Director or his designee, except that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an

immediate transfer or referral. If Contractor terminates this Agreement, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way under this Agreement; and

(3) Any termination of this Agreement by County shall be approved by County's Board of Supervisors.

C. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 51 (NOTICES).

29.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 64 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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

31.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Consultant's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Consultant.

32.0 CHILD SUPPORT COMPLIANCE PROGRAM:

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and

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

30.2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth pursuant to Subparagraph 31.1 (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 26.0 (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

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

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

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

36.0 CONSULTANT RESPONSIBILITY AND DEBARMENT:

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

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

and terminate any or all existing Agreements the Consultant may have with the County.

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

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

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

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

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

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

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

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

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

37.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

The Consultant hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Consultant certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Consultant certifies that, to its knowledge, none of its Sub-Consultants, at any tier, or any owner, officer, partner, director or other principal of any Sub-Consultant is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Consultant shall immediately notify County in writing, during the term of this Agreement, should it or any of its Sub-Consultants or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Consultant to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

38.0 CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

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

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

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

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

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

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

39.0 CONSULTANT'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT): Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public

Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

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

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

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

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

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

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

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

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

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

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

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

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

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

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

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's

internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

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

administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by a telephone call to 1-562- 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

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Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
 - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
 - (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate

shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

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

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by

Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment

or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

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

TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

40.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

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

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

(3) If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if

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

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

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

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

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

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

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

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

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

46.0 COMPLIANCE WITH APPLICABLE LAW:

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

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

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

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

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

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this

Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director of Mental Health.

48.0 PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

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

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

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

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

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

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

The above penalties shall also apply to any Contractor that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification,

and fails to notify the State and the Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

50.0 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

If to COUNTY:

County of Los Angeles
Department of Mental Health
550 S. Vermont Avenue
Los Angeles, California 90020
ATTN: Richard Kushi

If to CONSULTANT:

Pacific Clinics
800 S. Santa Anita Avenue
Arcadia, CA 91006
Susan Mandel, Chief Executive Officer

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

COUNTY OF LOS ANGELES

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

CONSULTANT

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

PC Agreement 121310

EXHIBIT A

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH PROGRAM SUPPORT BUREAU

MENTAL HEALTH SERVICES ACT WORKFORCE EDUCATION AND TRAINING ADMINISTRATION

PACIFIC CLINICS

STATEMENT OF WORK

I. OBJECTIVE

Workforce Education and Training (WET) services are a component of Los Angeles County's Mental Health Service Act (MHSA) Plan that supports the development of the current and prospective workforce in the public mental health system. The emphasis of the WET services is on increasing the capacity of the public mental health system to deliver best practice recovery-oriented and mental health rehabilitation services. These training projects have become a significant resource for well-qualified individuals to staff MHSA-funded programs and those programs transforming to serve clients using a recovery approach.

II. CONTRACTOR'S RESPONSIBILITIES

Pacific Clinics will be responsible for delivering a comprehensive curriculum that provides for intensive training and ongoing on-site consultation to help guide staff in using recovery-oriented approaches in their work with clients involved in the public mental health system, including MHSA programs. Individuals from all Service Areas will be invited to participate in these projects. Each of the planned workforce training projects will offer specialized didactic as well as interactive experiential learning experiences such as field placements. The WET Services to be provided by Pacific Clinics are:

A. Mental Health Rehabilitation Specialist Training Services – This program will prepare people with a Bachelors degree, advanced degree, equivalent certification, or experience, including consumers and family members, to work in the field of mental health as psycho-social rehabilitation specialists.

1. Target Population: Pacific Clinics shall target services to:
 - a. Individuals interested in performing a role in the delivery of mental health services in the Los Angeles public mental health workforce.
 - b. Mental health consumers who, due to their level of recovery, are ready for and desire to help others or family members interested

in providing psycho-social rehabilitation services.

- c. Emphasis shall be placed on developing training for unserved and/or underserved ethnic minority populations in geographic areas where the availability of psycho-social rehabilitation services is not proportionate to the need.

2. **Services to Be Delivered:** Mental Health Rehabilitation Specialist Training Services must include the following:

- a. Enhancement and delivery of two (2) 15-week training program sessions that must be:
 - Delivered at a Community College, University of California, California State University or private college campus; and
 - Delivered to at least 80 students (40 students in each training session), of whom 25% are consumers or family members, and 50% are from unserved and/or underserved ethnic communities.
- b. Development and execution of the logistical support and marketing functions required to deliver a successful training program, including:
 - Recruitment of students from unserved and/or underserved ethnic communities, including field placement experiences in n conveniently located areas.
 - Recruitment and approval of instructional staffing;
 - Scheduling of classes;
 - Arrangement of facilities and related services such as parking, refreshments and provision for disabled persons;
 - Approved educational and learning theory design for adults, including adults with disabilities; and
 - Approved content.

3. **Monitoring of Program Outcomes:**

Monitoring, tracking and reporting of program outcomes are essential to public accountability. As part of the monthly billing, Pacific Clinics commits to provide to DMH a monthly report that includes, but not limited to, the following data:

- a. Name and number of participants enrolled, graduated, or dropped during that invoicing period. This is to be summarized with the inclusion of sign in sheets as back up documentation.
- b. Name and amount of funds provided to field placement supervisors.
- c. Amount of stipends earned by each supervisor for services provided to training participants.

EXHIBIT B

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
Mental Health Services Act
Workforce Training and Development Services**

PACIFIC CLINICS

FEE SCHEDULE

I. DISBURSEMENT SCHEDULE

For the services described in Section III (“Contractor Responsibilities”), DMH shall pay to Pacific Clinics the grand total of \$200,000 for services rendered during FY 2010-11.

Payment to Pacific Clinics for the following funds shall be based on monthly invoices from Pacific Clinics to DMH as described on the following page. No payment shall be made without prior approval of a designated DMH representative. The DMH representative shall review the invoice and project report to determine whether Pacific Clinics is in substantial compliance with the terms and conditions of this Exhibit B. The County of Los Angeles WET Coordinator will work with Pacific Clinics to determine appropriate format for outcomes reporting.

DELIVERABLES - PAYMENT SCHEDULE		Delivery Date	Total
MENTAL HEALTH REHABILITATION SPECIALIST TRAINING SERVICES			
1	Enhancement/updating of Training Curriculum	January 31, 2011	\$15,000
2	Marketing and Recruitment of 40 students, of whom 25% are consumers or family members, and 50% are from unserved and/or underserved ethnic communities.	Feb. 28, 2011	\$10,000
3	Completion of didactic and experiential field placement training	June 10, 2011	\$160,000
4	Provide job placement assistance to all graduates.	June 30, 2011	\$15,000
Subtotal			\$200,000

II. SUBMISSION AND CERTIFICATION OF INVOICES

Pacific Clinics shall submit to DMH monthly invoices, billable services are not to extend beyond allocated Fiscal Year. Each monthly invoice shall be submitted within thirty (30) days of the last date the invoiced services were provided. The

Pacific Clinics Program Administrator shall certify that invoices are for services and costs eligible under the terms and conditions for reimbursement.

Pacific Clinics shall submit invoices to:

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
PROGRAM SUPPORT BUREAU
MHSA WORKFORCE EDUCATION AND TRAINING ADMINISTRATION
550 SOUTH VERMONT AVENUE, 6TH FLOOR, RM 607
LOS ANGELES, CALIFORNIA 90020
ATTN: MHSA WET COORDINATOR**

III. PAYMENT PROCEDURES

Upon receipt of invoices from Pacific Clinics, DMH shall make payment to Pacific Clinics within forty-five (45) days of the date the invoice was approved for payment. If any portion of the invoice is disputed by DMH, DMH shall reimburse Pacific Clinics for the undisputed services contained on the invoice and work diligently with Pacific Clinics to resolve the disputed portion of the claim in a timely manner.

DMH shall make reimbursement payable to Pacific Clinics. DMH shall send payments to:

**PACIFIC CLINICS
800 SOUTH SANTA ANITA AVENUE
ARCADIA, CA 91006**

IV. MENTAL HEALTH SERVICES ACT FUNDS

In the event MHSA funds are not available to pay MHSA claims or if the State denies any or all of the MHSA claims submitted by County on behalf of Contractor, County is not responsible for any substantive payment obligation.

County shall evaluate Contractor utilization of MHSA funding allocated under this Agreement and shall adjust and reallocate amounts to any one or a combination of the following: 1) another Legal Entity contractor, 2) DMH directly operated clinics, and/or 3) the County DMH reserve of unallocated funding for MHSA services. Amounts to be reduced and reallocated will be based on County's projected underutilization of such MHSA funds.

CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSULTANT NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONSULTANT ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

EXHIBIT D

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT CONSULTANT

Consultant Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____
PRINTED NAME: _____ POSITION: _____

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

EXHIBIT E

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

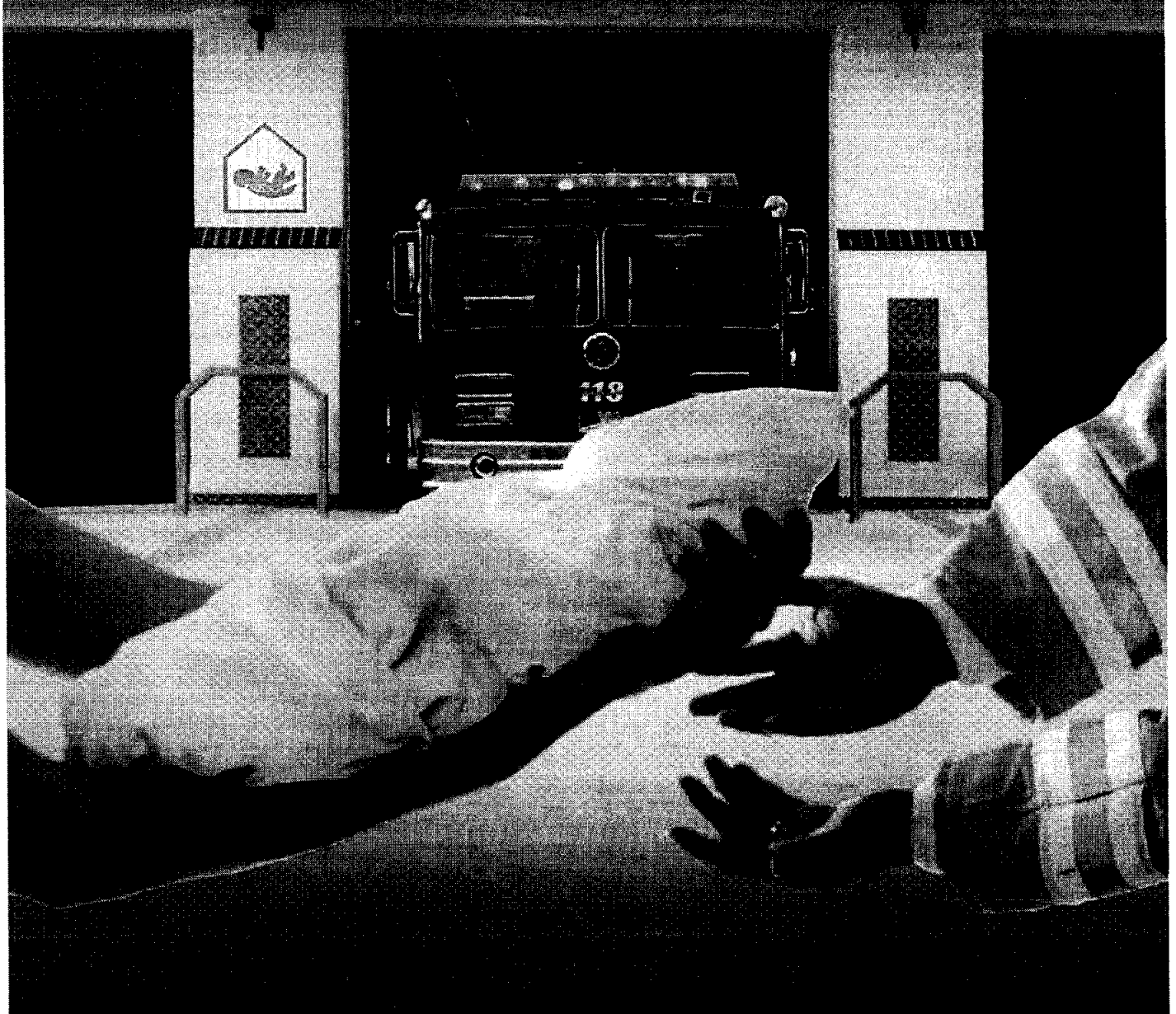
- Any event that would require Contractor or any of its officers, employees, agents and/or Sub-Contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or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

Name of authorized official _____

Please print name

Signature of authorized official _____ Date _____

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

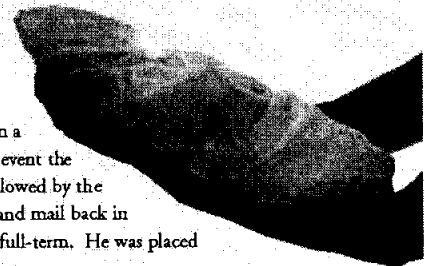
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

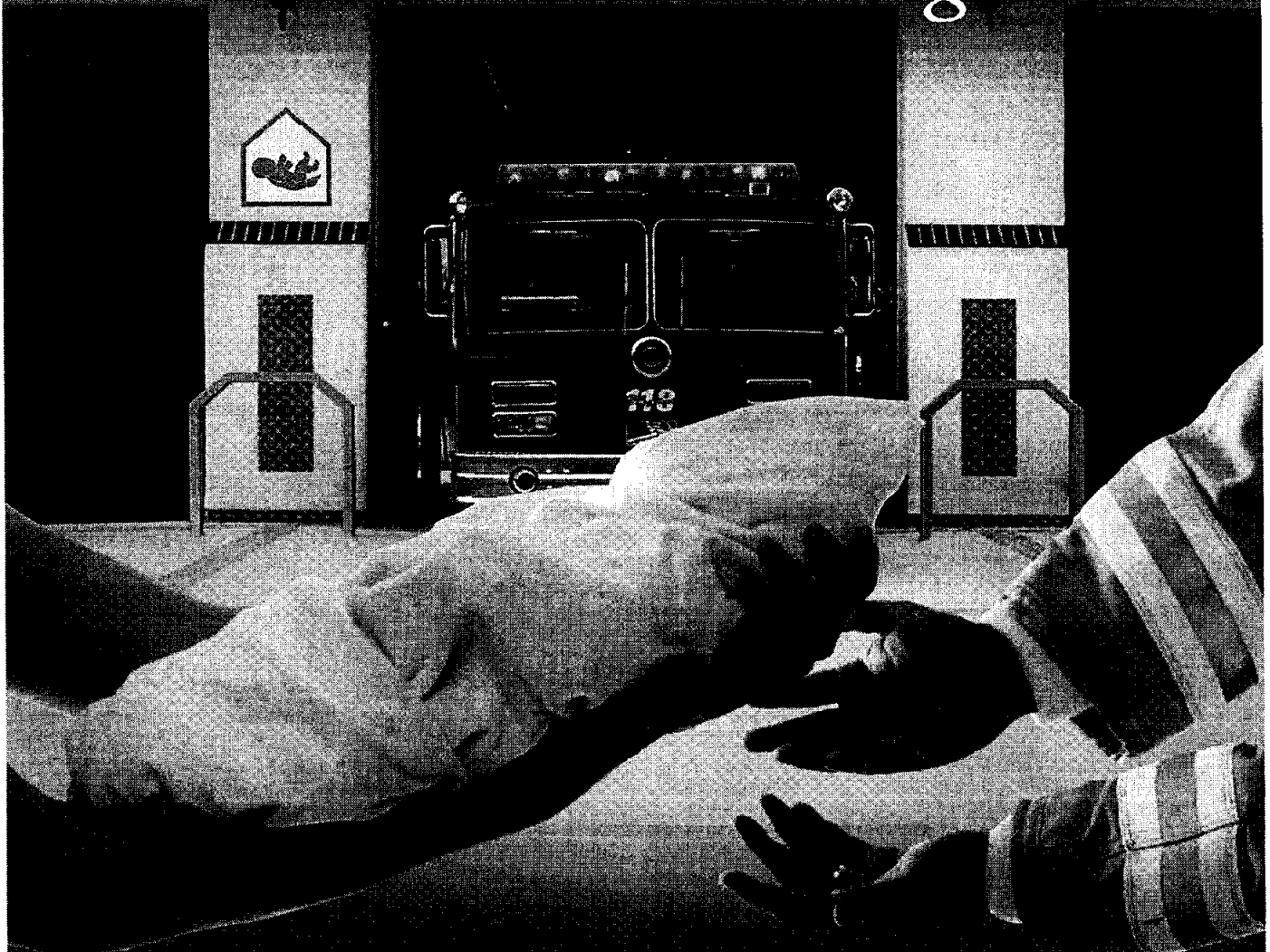
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

ATTACHMENT II

CONTRACT NO. MH050019

AMENDMENT NO. 7

THIS AMENDMENT is made and entered into this ___ day of December, 2010, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Mental Health America of Los Angeles (hereafter "Consultant").

WHEREAS, County and Consultant have entered into a written Agreement, dated September 18, 2007, identified as County Agreement No. MH050019, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, County and Consultant intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year (FY) 2007-08, County and Consultant executed the Agreement to provide Mental Health Services Act (MHSA)/Community Services and Support (CSS) funding for the implementation of the Workforce Education and Training Programs (WET); and

WHEREAS, for FY 2008-09, County and Consultant amended the Agreement to extend the term of this Agreement for a period of 12 months, beginning July 1, 2008 through June 30, 2009 to continue MHSA CSS funding for the WET programs; and

WHEREAS, for FY 2009-10, County and Consultant amended the Agreement to extend the term of this Agreement for a period of 12 months, beginning July 1, 2009 through June 30, 2010 to continue the implementation of the WET programs; and

WHEREAS, for FY 2010-11, County and Consultant amended the Agreement to extend the term of this Agreement for an additional 12 months, beginning July 1, 2010 through June 30, 2011 to continue the MHSA WET programs; and

WHEREAS, for FY 2010-11, County and Consultant intend to amend Agreement to **add** MESA WET funds for the Mental Health Rehabilitation Specialist Training Program in the amount of **\$200,000**; and

WHEREAS, for Fiscal Year (FY) 2011-12, County and Consultant intend to amend Agreement to **extend** the term of this Agreement for an additional **12** months, beginning **July 1, 2011** through **June 30, 2012** to continue MESA WET programs; and

WHEREAS, the Total Contract Amount (TCA) for FY 2011-12 will be **\$781,100**

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

1. Paragraph 4.0 (TERM OF AGREEMENT), subparagraphs 4.1 and 4.2 shall be deleted in its entirety and the following substituted therefore:

"4.0 TERM OF AGREEMENT: The period of this Agreement shall commence on **July 1, 2011** and shall continue in full force and effect through **June 30, 2012**."

"4.1 Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 47.0 (NOTICES)."

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

4.3 Extension of Period (s): After the Initial Period stated in Section 4.0, this Agreement may be extended by DMH, in its sole discretion, for up an additional one year term without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than 30 calendar days to the end of the Initial Period.

(1) First Extension Period: If this Agreement is extended, the First Extension Period shall commence on July 1, 2012 and shall continue in full force and effect through June 30, 2013.

2. Paragraph 5.0 (COMPENSATION), subparagraphs 5.1 and 5.2 shall be deleted in their entirety and the following substituted therefor:

5.0 COMPENSATION:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A-7, Consultant shall be paid in accordance with the Fee Schedule established in Exhibit B-7. Total compensation for all services furnished hereunder shall not exceed the sum of SEVEN HUNDRED EIGHTY ONE THOUSAND DOLLARS (\$781,000) for FY 2010-11 , 2011-12, and 2012-13.

Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A-4. To request payment, Consultant shall present County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

5.2 The Total Compensation Amount for this Agreement shall not exceed SEVEN HUNDRED EIGHTY ONE THOUSAND DOLLARS (\$781,000) for FY 2010-11. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Consultant shall submit invoices to:

County of Los Angeles - Department of Mental Health
Program Support Bureau
Workforce Education and Training Administration
550 South Vermont Avenue, 6th floor
Los Angeles, California 90020
ATTN: MHSA WET Coordinator

2. Exhibit A-6 (Statement of Work) shall be deleted in its entirety and replaced with Exhibit A-7 (Statement of Work), attached hereto and incorporated herein by reference.
3. Exhibit B-6 (Fee Schedule) shall be deleted in its entirety and replaced with Exhibit B-7 (Fee Schedule), attached hereto and incorporated herein by reference.
4. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

COUNTY OF LOS ANGELES

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

Mental Health America of
Los Angeles _____
CONSULTANT

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

FY 10-11 AMENDMENT No.

EXHIBIT A-7

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH PROGRAM SUPPORT BUREAU

MENTAL HEALTH SERVICES ACT (MHSA) WORKFORCE EDUCATION AND TRAINING (WET) ADMINISTRATION

MENTAL HEALTH AMERICA OF LOS ANGELES (MHALA)

STATEMENT OF WORK

I. OBJECTIVE

Workforce Education and Training (WET) services are a component of Los Angeles County's MHSA Plan that supports the development of the current and prospective workforce in the public mental health system. The emphasis of the WET services is on increasing the capacity of the public mental health system to deliver best practice recovery-oriented and mental health rehabilitation services. These training and development services promote recovery and sustained wellness through an emphasis on increasing the availability of a workforce prepared to promote clients' progress toward increased responsibility for their own wellness and recovery. These training projects have become a significant resource for well-qualified individuals to staff MHSA-funded programs and those programs transforming to serve clients using a recovery approach.

II. DMH'S RESPONSIBILITIES

Responsibilities held by DMH will include but not be limited to:

- A. Oversight of contractor's activities to ensure compliance with agreement terms and conditions
- B. DMH shall provide MHALA with information regarding DMH's payment authorization policies and procedures as necessary for MHALA to invoice DMH for training services provided under this Exhibit.
- C. Review/approved as appropriate all payments of invoices
- D. Establish and review monthly reports due with monthly invoices. Such monthly reports must include all reporting requirements outlined with each training program as listed under "Monitoring of Program Outcomes" sections of each training component in this Statement of Work.

III. CONTRACTOR'S RESPONSIBILITIES

MHALA will be responsible for delivering a comprehensive curriculum that provides for intensive training and ongoing on-site consultation to help guide staff in using recovery-oriented approaches in their work with clients involved in the public mental health system, including MHSA programs. Individuals from all Service Areas will be invited to participate in these projects. Each of the planned workforce training projects will offer specialized didactic as well as interactive in experiential learning experiences. The WET Services to be provided by MHALA include the following components:

A. Mental Health Rehabilitation Specialist Training Services – This program will prepare people with a Bachelors degree, advanced degree, equivalent certification, or experience, including consumers and family members, to work in the field of mental health as psycho-social rehabilitation specialists.

1. Target Population: MHALA shall target services to:
 - a. Students who are interested in implementing the MHSA Plan, consumer providers, or others interested in or currently performing a role in the delivery of social or mental health services in the Los Angeles community.
 - b. Mental health clients who, due to their level of recovery, are ready for and desire to help others by providing social rehabilitation services as part of the mental health services delivery system.
 - c. Emphasis shall be placed on developing training for unserved and/or underserved ethnic minority populations in geographic areas where the availability of social rehabilitation services is not proportionate to the need.

2. **Services to Be Delivered:** Mental Health Rehabilitation Specialist Training Services must include the following:

- a. Enhancement and delivery of two (2) 15-week training programs that must be:
 - Delivered at a Community College, University of California, California State University or private college campus; and
 - Delivered to at least 80 students (40 per 15-week training program), of whom 25% are consumers or family members, and 50% are from unserved and/or underserved ethnic communities.
- b. Development and execution of the logistical support and marketing functions required to deliver a successful training program, including:
 - Recruitment of students from the appropriate populations, including placement in conveniently located courses and a fair method of selecting students if a course or the program is oversubscribed;
 - Recruitment and approval of instructional staffing;
 - Scheduling of classes;
 - Arrangement of facilities and related services such as parking, refreshment, provision for handicapped persons, and so forth;
 - Approved educational and learning theory design for adults, including adults with disabilities; and
 - Approved content.

3. **Monitoring of Program Outcomes:**

Monitoring, tracking and reporting of program outcomes are essential to public accountability. As part of the monthly billing, MHALA commits to provide to DMH a monthly report that includes, but not limited to, the following data:

- a. Name and number of participants enrolled, graduated, or dropped during that invoicing period. This is to be summarized, and include sign in sheets as back up documentation.
- b. Name and total financial benefit distributed to each participants
- c. Amount of stipends earned by each supervisor for services provided to training participants
- d. Detailed reports of employment status of graduated students
- e. Detailed cost associates with each monthly invoice
- f. Any other data deemed necessary by DMH to ensure accurate outcome reporting to the State DMH.

- B. Public Mental Health Staff Immersion Training Program – This program will update the recovery knowledge and skills of public mental health clinical staff and supervisors who are engaged in the transformation of the system that focuses on recovery-oriented services and the implementation of the MHSA Plan.

1. Target Populations: MHALA shall target services to:
 - a. One hundred twenty (120) public mental health workforce staff and supervisors that work for the directly-operated and community-based organizational clinical programs that are transforming, or have transformed, during the ongoing implementation of the CSS Plan.
 - b. To the extent relevant and feasible, program and administrative support staff from the public mental health workforce organizations whose direct services influence the recruitment, selection, training and development of the future public mental health workforce, such as the Human Resources Division, the Contracts Development and Administration Division, or the Training Division.

2. Services to Be Delivered: Public Mental Health Workforce Immersion Training program is expected to include, but not be limited to, the following components:
 - a. Intensive expository and didactic training sessions on the concepts and practice requirements for evidence-based practice, promising practice, recovery-orientation, peer support, cultural sensitivity, and appropriate mental health services for all public mental health workforce staff involved in CSS service delivery.
 - b. Formal and structured site visits and assigned in-service clinical or field work designed for experiential learning by the staff participating in the program as participant-observers.
 - c. Formal and informal sessions to de-brief and evaluate the impact of the immersion training services on clinical practice in the public mental health system, and the practicality of disseminating the knowledge and methods as designed throughout the service delivery system.
 - d. Practice sessions for the repeated delivery of the acquired knowledge in classroom or other teaching settings including internships, temporary employment, and standard new-employee orientation programs.
 - e. Consultation with representatives of the various MHSA-funded programs, such as: Full Service Partnerships; Wellness Centers; Client Run Centers; Field Capable Clinical Services; Service Area Navigators; Residential and Bridging services; Jail Transition and Linkage services; Housing Specialists; and the full array of public mental health services to ensure that all promising approaches and evidence-based practices are included in the immersion training.

3. Monitoring of Program Outcomes:

Monitoring, tracking and reporting of program outcomes are essential to public accountability. As part of the monthly billing, MHALA commits to provide to DMH a monthly report that includes, but not limited to, the following data:

- a. Name and number of participants attending immersion trainings during that invoicing period. This is to be summarized, and include sign in sheets as back up documentation.
- b. Detailed cost associates with each monthly invoice
- c. Any other data deemed necessary by DMH to ensure accurate outcome reporting to the State DMH.

C. College Faculty Immersion Training Program – Immersion training services update college and graduate school faculty on the current best practices and requirements for the human services workforce in real-world jobs.

1. Target Population: MHALA shall target services to:

- a. Fifty (50) post-secondary faculty and teaching staff who are currently engaged in preparing eight hundred (800) adults for joining the mental health services delivery workforce in Los Angeles County within the next four years.
- b. Institutions specializing in the recruiting, instruction and development of human services professionals with an emphasis on the needs of unserved and/or underserved ethnic minority populations in geographic areas where current human services resources may not be fully appropriate to the meet the culturally specific needs.

2. Services to Be Delivered: The College Faculty Immersion Training program is expected to include, but not be limited to, the following components:

- a. Immersion trainings on the concepts of requirements for evidence-based practices, promising practices, recovery-orientation, peer support, cultural sensitivity, and age-appropriate mental health services for all professions involved in the services;
- b. Formal and informal sessions to de-brief and evaluate the impact of the immersion training curriculum, the feasibility of including the subjects in future lesson plans and training programs, and the practicality of disseminating the knowledge and curricula throughout the systems in which the participating college faculty teach;
- c. Consultation services with faculty on curriculum adaptation to successfully incorporate MHSA tenets and recovery oriented evidence based practices;
- d. Deliver in-class presentations to faculty and students on MHSA principles and the transformation of public mental health system to a consumer-driven, recovery-oriented delivery system;
- e. Consultation with representatives of the various MHSA-funded programs, such as: Full Service Partnerships; Wellness Centers; Client Run Centers; Field Capable Clinical Services; Service Area Navigators; Residential and Bridging services; Jail Transition and Linkage services; Housing Specialists; and the full array of public mental health services to ensure that all promising or evidence-based practices are included in the immersion training services.

3. Monitoring of Program Outcomes:

Monitoring, tracking and reporting of program outcomes are essential to public accountability. As part of the monthly billing, MHALA commits to provide to DMH a monthly report that includes, but not limited to, the following data:

- a. Name and number of participants attending immersion trainings during that invoicing period. This is to be summarized, and include sign in sheets as back up documentation.
- b. Name and number of college faculty who received consultation services, including the number of contacts and hours rendered.
- c. Detailed cost associates with each monthly invoice
- d. Any other data deemed necessary by DMH to ensure accurate outcome reporting to the State DMH.

D. Peer Support Training Program – The target population includes those individuals interested in work as mental health peer supporters in public mental health system.

1. Target Populations: MHALA shall target services to:

- a. For core basic Peer Support Training, individuals with psychiatric disabilities interested in becoming part of the public mental health workforce as mental health peer supporters.
- b. For Advanced and Peer Trainer trainings, individuals who are currently employed in the mental health system in a peer support capacity.

2. Services to Be Delivered: Peer Support Training Program is expected to include, but not limited to, the following components:

- a. Training workshops to provide basic core peer support skills for mental health consumer peers, advanced peer support skills and peer Trainer training for successful employment in the public mental health system.
- b. The curriculum consists of such areas as recovery model skills, group facilitation, active listening and motivational interviewing, conflict resolution, advocacy and basic work skills.
- c. Through at least three (3) courses within FY10-11, conduct certificated training in core peer supportive services, advanced peer support skills, and peer trainer training to a total of no less than 60 individuals.

3. Monitoring of Program Outcomes:

Monitoring, tracking and reporting of program outcomes are essential to public accountability. As part of the monthly billing, MHALA commits to

provide to DMH a monthly report that includes, but not limited to, the following data:

- a. Name and number of participants attending peer trainings during that invoicing period. This is to be summarized, and include sign in sheets as back up documentation.
- b. Trainee demographics, job skills, job placement location and setting, skill integration and training satisfaction
- c. Detailed costs associated with each monthly invoice
- d. Any other data deemed necessary by DMH to ensure accurate outcome reporting to the State DMH.

EXHIBIT B-7

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
Mental Health Services Act (MHSA)
Workforce Training and Development Services**

MENTAL HEALTH AMERICA OF LOS ANGELES (MHALA)

FEE SCHEDULE

I. DISBURSEMENT SCHEDULE

For the services described in Section III (“Contractor Responsibilities”), DMH shall pay to MHALA the grand total of \$781,100 for services rendered during FY 2010-11.

Payment to MHALA for the following funds shall be based on monthly invoices from MHALA to DMH as described on the following page. No payment shall be made without prior approval of a designated DMH representative. The DMH representative shall review the invoice and project report to determine whether MHALA is in substantial compliance with the terms and conditions of this Exhibit B. The County of Los Angeles WET Coordinator will work with MHALA to determine appropriate format for outcomes reporting.

DELIVERABLES - PAYMENT SCHEDULE		Delivery Date	Total
MENTAL HEALTH REHABILITATION SPECIALIST TRAINING SERVICES			
1	Enhancement/updating of Training Curriculum	July 31, 2010	\$15,000
2	Marketing and Recruitment of 40 students, of whom 25% are consumers or family members, and 50% are from unserved and/or underserved ethnic communities.	Aug. 31, 2010	\$10,000
3	Completion of didactic and experiential lessons.	Dec. 10, 2010	\$160,000
4	Provide job placement assistance to all graduates.	Dec. 31, 2010	\$15,000
5	Enhancement/updating of Training Curriculum	Jan. 31, 2011	\$15,000
6	Marketing and Recruitment of 40 students, of whom 25% are consumers or family members, and 50% are from unserved and/or underserved ethnic communities.	Feb. 28, 2011	\$10,000
7	Completion of didactic and experiential lessons.	June 10, 2011	\$160,000
8	Provide job placement assistance to all graduates.	June 30, 2011	\$15,000
Subtotal			\$400,000

PUBLIC MENTAL HEALTH WORKFORCE STAFF IMMERSION TRAINING SERVICES		
Enhancement/updating of Training Curriculum	July 31, 2010	\$11,500
Marketing of Training Services to public mental health system	Aug. 31, 2010	\$5,000
Provide MHSA Immersion training services to 120 workforce staff	June 30, 2011	\$96,000
Subtotal		\$112,500
COLLEGE FACULTY IMMERSION TRAINING SERVICES		
Enhancement/updating of Training Curriculum	July 31, 2010	\$10,000
Marketing of training services to college faculty instructors	Aug. 31, 2010	\$5,600
Curriculum consultation with faculty to incorporate MHSA tenets into lesson plans, including immersion trainings to 50 college faculty instructors and 800 college students.	June 30, 2011	\$73,000
Subtotal		\$88,600
PEER SUPPORT TRAINING PROGRAM		
Development/Enhancement/updating of Training Curricula	August 31, 2010	\$20,000
Trainee recruitment and coordination of training services including field placement sites and opportunities etc. in the public mental health workforce as peer advocates.	March 30, 2011	\$20,000
Through at least three (3) courses within FY10-11, conduct certificated training in core peer supportive services, advanced peer support skills, and peer trainer training to a total of no less than 60 individuals.	April 30, 2011	\$130,000
Outcomes/Evaluation of trainee demographics, job skills, job placement location and setting, skill integration and training satisfaction.	June 30, 2011	\$10,000
Subtotal		\$180,000
TOTAL PAYMENTS		\$581,100

II. SUBMISSION AND CERTIFICATION OF INVOICES

MHALA shall submit to DMH monthly invoices, billable services not to extend beyond June 30, 2011. Each monthly invoice shall be submitted within thirty (30) days of the last date the invoiced services were provided. The MHALA Program Administrator shall certify that invoices are for services and costs eligible under the terms and conditions for reimbursement.

MHALA shall submit invoices to:

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
PROGRAM SUPPORT BUREAU
MHSA WORKFORCE EDUCATION AND TRAINING ADMINISTRATION
550 SOUTH VERMONT AVENUE, 6TH FLOOR, RM 607
LOS ANGELES, CALIFORNIA 90020
ATTN: MHSA WET COORDINATOR**

III. PAYMENT PROCEDURES

Upon receipt of invoices from MHALA, DMH shall make payment to MHALA within forty-five (45) days of the date the invoice was approved for payment. If any portion of the invoice is disputed by DMH, DMH shall reimburse MHALA for the undisputed services contained on the invoice and work diligently with MHALA to resolve the disputed portion of the claim in a timely manner.

DMH shall make reimbursement payable to Mental Health America of Los Angeles. DMH shall send payments to:

**MENTAL HEALTH AMERICA OF LOS ANGELES
100 W. BROADWAY, SUITE 5010
LONG BEACH, CA 90802**

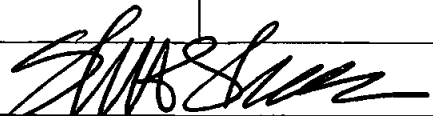

IV. MENTAL HEALTH SERVICES ACT FUNDS

In the event MHSA funds are not available to pay MHSA claims or if the State denies any or all of the MHSA claims submitted by County on behalf of Contractor, County is not responsible for any substantive payment obligation.

County shall evaluate Contractor utilization of MHSA funding allocated under this Agreement and shall adjust and reallocate amounts to any one or a combination of the following: 1) another Legal Entity contractor, 2) DMH directly operated clinics, and/or 3) the County DMH reserve of unallocated funding for MHSA services. Amounts to be reduced and reallocated will be based on County's projected underutilization of such MHSA funds.

ATTACHMENT III

SOLE SOURCE CHECKLIST

<p>Check (✓)</p>	<p align="center">JUSTIFICATION FOR SOLE SOURCE CONTRACTS</p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p>
	<p>➤ Quick action is required (emergency situation).</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received.</p>
<p align="center">✓</p>	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</p> <p>Pacific Clinics has established and maintained a multi-year partnership with Pasadena City College (PCC) to deliver the latest psycho-social rehabilitation curriculum in its Mental Health Rehabilitation Specialist Training Program. As this training is delivered in collaboration with PCC, it is delivered during their academic school year. A gap in training services will negatively impact the Department's ability to infuse the public mental health workforce with consumers and family members, a core tenet of the Mental Health Services Act. This program requires a partnership with an accredited community college, as it guarantees the program's certification is accepted throughout the Los Angeles County public mental health system. No other provider has the capacity or time to partner with a community college, develop a curriculum, recruit participants, and begin delivering training services during the second half of the academic school year.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</p>
	<p>➤ It is more cost-effective to obtain services by exercising an option under an existing contract.</p>
	<p>➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.</p>
	<p>➤ Other reason. Please explain:</p>
<p> _____ Sheila Shima Deputy Chief Executive Officer, CEO</p>	<p align="right">  _____ Date</p>

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4801
Fax: (213) 386-1287

December 2, 2010

TO: Each Supervisor

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

SUBJECT: ADVANCE NOTIFICATION OF INTENT TO ENTER INTO A SOLE SOURCE CONSULTANT SERVICES AGREEMENT WITH PACIFIC CLINICS

This memo is to comply with the Board of Supervisors' Policy Manual, Section 5.100, Sole Source Contract, by notifying the Board of our need to initiate a Sole Source Agreement. It is the Los Angeles County Department of Mental Health's (DMH) intent to enter into a Sole Source Consultant Services Agreement with Pacific Clinics, located in Supervisory District Five at 800 South Santa Anita Avenue, Arcadia, California 91006.

Pacific Clinics will train mental health consumers and their families in the Mental Health Rehabilitation Specialist Training Program (MHRSTP). The MHRSTP consists of a 15-week curriculum to prepare consumer and family members with a bachelor's degree, advanced degree, and equivalent certification or life experience to work in the mental health field as rehabilitation specialists. The training has become a significant resource for well-qualified individuals to staff Mental Health Services Act (MHSA) funded programs and those programs transforming to serve clients using a recovery approach. Emphasis is placed on training underserved ethnic minority populations in geographic areas of the County where the availability of social rehabilitation services is not proportionate to the need.

The MHRSTP is a valuable resource in the continued transformation of service delivery, as it is a pipeline for channeling employment-eligible consumer and family members towards the public mental health system, a core tenet of MHSA. Such integration of consumer into the public mental health system supports and promotes recovery and wellness through independence, hope, personal development and resiliency for children, adults, and older adults with serious emotional and behavioral disorders. DMH and its contractors need the infusion of capable and trained consumers and family members into its workforce to truly provide services that are sensitive and responsive to the needs of the local communities.

Each Supervisor
December 2, 2010
Page 2

In a partnership with Pasadena City College, Pacific Clinics has trained over 250 consumers and their family members, who are thereafter qualified to seek employment in the public mental health system. Consisting of a didactic, experiential and internship components, MHRSTP ensures participants learn the principles behind MHSAs while also practicing them hands-on. The consistent employment of graduates attests to Pacific Clinics' role as a leader in development and delivery of training focused on consumer integration into the public mental health system.

Pacific Clinics has delivered this training since Fiscal Year (FY) 2007-08 when it was first awarded as one of the two winning proposers of MHSAs Request for Service (RFS) #9. Pacific Clinics delivers this training to consumers and family members who reside in the northern areas of the County.

The existing agreement with Pacific Clinics, Agreement No. MH 050017, will expire on December 31, 2010. A new Consultant Services Agreement with Pacific Clinics will be funded with a Total Compensation Amount of \$200,000 for FY 2010-11, and \$400,000 for each of FYs 2011-12 and 2012-13. All FYs will be fully funded with MHSAs Workforce Education and Training dollars. During the remainder of FY 2010-11, Pacific Clinics will train 40 participants. The number of consumer and family members to be trained during FYs 2011-12 and 2012-13 will be 80 annually. The term of the new agreement will be effective upon Board approval through June 30, 2012, with a one-year option for FY 2012-13. Training services outlined in this contract focus exclusively on those with a goal of entering the public mental health system, the RFS to be released will include an advance component to enhance the skills of those already employed in the public mental health system in consumer or family member roles.

Unless otherwise instructed by a Board office within two weeks, DMH will proceed with negotiating the sole source agreement. DMH will work closely with both County Counsel and the Chief Executive Office in preparing a new agreement with Pacific Clinics.

MJS:DM:jm

c: Mental Health Deputies
Chief Executive Office
Executive Officer, Board of Supervisors
County Counsel
Sheila Shima, CEO
Robin Kay, Ph.D.
Dennis Murata, M.S.W.
Contracts Development and Administration Division