COUNTY OF LOS ANGELES

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

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
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YVONNE B. BURKE
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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.info

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

February 3, 2005

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 FEB 15 2005

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVALS OF TWO AMENDMENTS TO CONSULTANT SERVICES AGREEMENTS WITH CALIFORNIA INSTITUTE OF MENTAL HEALTH AND NATIONAL MENTAL HEALTH ASSOCIATION OF GREATER LOS ANGELES, AMENDMENT TO LEGAL ENTITY AGREEMENT WITH NATIONAL MENTAL HEALTH ASSOCIATION OF GREATER LOS ANGELES, NEW CONSULTANT SERVICES AGREEMENT WITH PACIFIC CLINICS, INC., AND REQUEST FOR APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2004-2005 (ALL SUPERVISORIAL DISTRICTS) (4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute Amendment No. 5, substantially similar to Attachment I, to the existing Department of Mental Health (DMH) Consultant Services Agreement with the California Institute of Mental Health (CIMH) (Agreement No. DMH-01407) to increase the Total Compensation Amount (TCA) by $148,500, from $430,000 to $578,500, for Fiscal Year (FY) 2004-2005. The Amendment will be effective upon Board approval for FY 2004-2005 only. The Amendment increase, fully funded by one-time only Sales Tax Realignment revenue in the Trust Account, will be used for training and consultation to older adult mental health providers and interns to develop professional skills in the areas of assessment and treatment.

2. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute Amendment No. 4, substantially similar to Attachment II, to the existing DMH Consultant Services Agreement with the National Mental Health Association of Greater Los Angeles (NMHAGLA) (Agreement No. DMH-01408) to increase the TCA by $5,000, from $597,790 to $602,790, for FY 2004-2005. The Amendment will be effective upon Board approval for FY 2004-2005 only. The Amendment increase, fully funded by one-time only Sales Tax Realignment revenue in the Trust Account, will be used for an older adults training conference to address countywide hoarding concerns.

3. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute Amendment No. 8, substantially similar to Attachment III, to the existing DMH Legal Entity (LE) Agreement with NMHAGLA (Agreement No. DMH-01652) to increase the Maximum Contract Amount (MCA) by $10,000, from $10,934,352 to $10,944,352, for FY 2004-2005. The Amendment will be effective upon Board approval for FY 2004-2005 only. The Amendment increase, fully funded by one-time only Sales Tax Realignment revenue in the Trust Account, will be used to provide wraparound services for the life support needs of older adult mental health clients.

4. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute a new Consultant Services Agreement with Pacific Clinics, Inc., substantially similar to Attachment IV, for the provision of older adults training and educational programs. The term of this new Agreement will be effective upon Board approval for FY 2004-2005 only. The TCA in the amount of $36,500 will be funded by one-time only Sales Tax Realignment revenue in the Trust Account.

5. Approve the Request for Appropriation Adjustment (Attachment V) in the amount of $200,000, fully funded by one-time only Sales Tax Realignment revenue in the Trust Account, for the provision of services to older adult mental health clients residing in the County.

6. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future Amendments to these Agreements and establish as a new TCA or MCA the aggregate of each original Agreement and all amendments through and including these amendments and new Agreement, provided that: 1) the County's total payments to a contractor under each Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable revised TCA or MCA; 2) any such increase shall be used to provide additional services or to

reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer (CAO) or their designee is obtained prior to any such Amendment; 5) the parties may by written Amendment reduce programs or services and revise the applicable TCA or MCA; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after the execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the requested actions is necessitated by the Request for Appropriation Adjustment to fund older adults mental health services by one-time only Sales Tax Realignment revenue in the Trust Account. The proposed actions are in accordance with the DMH Stakeholders' Recommendations provided to your Board on October 19, 2004. In September 2004, upon determining the availability of additional one-time monies in the Sales Tax Realignment Trust Account, DMH reconvened its Stakeholders group to make recommendations for the allocation and expenditure of these funds in FY 2004-2005. The requested actions are part of the approved plan for DMH to provide necessary older adults training and to augment services to meet the increasing demands for services due to the rapid growth of the older adult population. The elements of this plan included the fast expanding mental health needs of older adults (age 60 and older) and future needs of transitional adults (ages 55 through 59).

Implementation of Strategic Plans Goals

The recommended Board actions are consistent with the principles of the County's Organizational Goals No. 1, "Service Excellence," and No. 3, "Organizational Effectiveness," and Programmatic Goal No. 7, "Health and Mental Health," within the Countywide Strategic Plan. Board approval will promote the accessibility of essential services to clients and enhance the service delivery and workforce excellence.

FISCAL IMPACT/FINANCING

There is no increase in net County cost. The total cost for FY 2004-2005 is $200,000, fully funded by one-time only Sales Tax Realignment revenue in the Trust Account. All funds will be expended during FY 2004-2005.

For FY 2004-2005, the Request for Appropriation Adjustment in the amount of $200,000 will provide DMH with increased spending authority required for implementation of the

Stakeholders' plan for the enhancement of older adults mental health services as previously specified.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In September 2004, DMH reconvened the Stakeholders' process that subsequently generated allocation recommendations for the use of the available monies identified in the Sales Tax Realignment Trust Account. These recommendations included the allocation of $200,000 to enhance older adults mental health training and support services. Discussion regarding these training and service needs took place at the countywide Older Adults System of Care Committee (OASOC) as well as through its comprehensive planning workgroup meetings.

The allocation will include the following training and service components:

- $148,500 to fund CIMH to facilitate the development of older adults assessment tool and skills, schools of social work intern training, professional staff development, and training conference;

- $5,000 to fund NMHAGLA to organize a countywide conference to address the older adults hoarding problem as a multi-agency and community concern;

- $10,000 to fund NMHAGLA to develop a wraparound program, which provides life support resources to meet the urgent and critical needs of older adult mentally ill clients in the community; and

- $36,500 to fund Pacific Clinics for advanced training to multi-disciplinary professionals on older adults mental health issues, including, but not limited, to judicial officers, physicians, and service providers.

California Institute of Mental Health (CIMH)

CIHM (Agreement No. DMH-01407) is a statewide organization with a mission to promote excellence in mental health services through training, technical assistance, research, and policy development. CIMH has worked closely with statewide and county entities, such as the California Mental Health Directors' Association's (CMHDA) OASOC and Los Angeles County and Southern California OASOCs to provide consultation and training to older adult mental health staff. The term of this Agreement expires on June 30, 2006.

National Mental Health Association of Greater Los Angeles (NMHAGLA)

NMHAGLA (Agreement Nos. DMH-01408 and DMH-01652) has extensive experience in the training of providers, consumers, families, and the community-at-large with an outcome focus. The agency is renown for its commitment and specialized services to the severely and persistently mentally ill, homeless, and incarcerated populations, as well as consumer-run programs. Its previous experience in working with DMH to provide older wraparound service to older adult clients has proven to be cost-effective. The terms of these Consultant Services and LE Agreements expire on June 30, 2006 and June 30, 2007, respectively.

Pacific Clinics, Inc.

Pacific Clinics, a longstanding mental health agency in Los Angeles County, provides behavioral healthcare services to children, adolescents, adults, and older adults at multiple sites throughout Los Angeles County. The Older Adults Division of Pacific Clinics has worked collaboratively with DMH in many older adults projects, including the Los Angeles County OASOC, the Los Angeles County Long-Term Care Coordinating Council (LTCCC) Mental Health Workgroup. Over the years, its training institute has conducted many workshops with an older adult focus. The term of this new Agreement will be effective upon Board approval through June 30, 2005.

The attached Amendments and Agreement have been approved as to form by County Counsel. The CAO and DMH's Fiscal and Program Administrations have reviewed the proposed actions. Clinical and administrative staff of DMH will also continue to administer and supervise agreements; evaluate programs to ensure that quality services are being provided to clients; and ensure that Agreement provisions and departmental policies are being followed.

Contractors will perform services up to, but not exceeding, the approved TCA or MCA and will follow the scope of work as described in the Amendments and new Agreement.

CONTRACTING PROCESS

Upon Board approval, DMH will allocate $200,000 to three existing DMH contractors--CIMH, NMHAGLA, and Pacific Clinics--to meet older adults mental health training and service needs in accordance with recommendations made by the Stakeholders' process and as discussed at the countywide OASOC. The training and service needs have also been established by the countywide OASOC's comprehensive planning workgroup through ongoing meetings.

These agencies were selected based on their established expertise and experience in the provision of consultation, training, and services pertaining to older adults mental health issues.

These actions will not be listed on the County's Bid Webpage, as they do not involve a Proposition A Request For Proposal. Additionally, these actions are part of the approved Stakeholders' plan for DMH to provide necessary training and augment services to older adults.

IMPACT ON CURRENT SERVICES

Board approval of these proposed allocations will enhance the expansion of knowledge, development of skills, and increased level of supportive services regarding older adults mental health needs. Time is of the essence for the utilization of these funds since they have to be expended in this fiscal year and cannot be carried over into FY 2005-2006.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board of Supervisors notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,

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

MJS:YT:MY:RK

Attachments (5)

c: Chief Administrative Officer
County Counsel
Auditor Controller
Chairperson, Mental Health Commission

KT:LJ:Board Letter CIMH

ATTACHMENT I

CONTRACT NO. DMH-01407

AMENDMENT NO. **5**

THIS AMENDMENT is made and entered into this ___ day of _____ 2005, by and between the COUNTY OF LOS ANGELES (hereafter "County") and California Institute for Mental Health (CIMH) (hereafter "Consultant").

WHEREAS, County and Consultant have entered into a written Agreement, dated June 10, 2003, identified as County Agreement No. DMH-01407, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year 2004-2005 only, County and Consultant intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2004-2005, County and Consultant intend to amend Agreement to add one-time only Sales Tax Realignment funds in the amount of $148,500 to the Total Compensation Amount for the development and implementation of a training program focusing on older adults issues. Targeting older adult service providers and interns, the training program shall include the following components: development of older adults assessment tool and skills, outcome measure, schools of social work intern training, professional staff development, and training conference; and

WHEREAS, County and Consultant intend to delete Exhibit A-4 (STATEMENT OF WORK) and Exhibit B-4 (FEE SCHEDULE) in their entirety and replace with Exhibit A-5 (STATEMENT OF WORK) and Exhibit B-5 (FEE SCHEDULE).

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

1. Paragraph 4.0 (COMPENSATION), Subparagraphs 4.1 and 4.2, shall be deleted in their entirety and the following substituted therefor:

"4.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A-5, Statement of Work, Consultant shall be paid in accordance with the Fee Schedule established in Exhibit B-5. Total compensation for all services furnished hereunder shall not exceed the sum of **FIVE HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED** DOLLARS **($578,500)** for Fiscal Year 2004-2005. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A-5 to request payment, Consultant shall present to County's Project 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 Project Manager or his/her designated representative.

4.2 The total compensation for this Agreement shall not exceed **FIVE HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED** DOLLARS (**$578,500**) for Fiscal Year 2004-2005. 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 Project Manager or his/her designated representative.

Consultant shall submit invoices to:

County of Los Angeles
Department of Mental Health
Countywide Older Adults Program Administration
550 South Vermont Avenue, 6th Floor
Los Angeles, CA 90020
ATTN: Angela McConner, Mental Health Analyst III."

2. Exhibit A-4 (STATEMENT OF WORK) and Exhibit B-4 (FEE SCHEDULE) shall be deleted in their entirety and replaced with Exhibit A-5 (STATEMENT OF WORK) and Exhibit B-5 (FEE SCHEDULE), attached hereto and incorporated herein by reference. All references in Agreement to Exhibit A-4 (STATEMENT OF WORK) and Exhibit B-4 (FEE SCHEDULE) shall be deemed amended to state "Exhibit A-5 (STATEMENT OF WORK) and Exhibit B-5 (FEE SCHEDULE)."

3. 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 Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

California Institute for Mental Health
Contractor

By _____

Name Sandra Goodwin, Ph.D.

Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

EXHIBIT A-5

CALIFORNIA INSTITUTE FOR MENTAL HEALTH

STATEMENT OF WORK

TRAINING SERVICES TO BE PROVIDED BY CIMH

ADULT SYSTEMS OF CARE

California Institute for Mental Health (CIMH) will assist the Los Angeles County - Department of Mental Health (DMH) by providing training sessions, workshops, consultation and technical assistance for both the Adult and Children's Systems of Care as follows:

CIMH will provide training for AB34/2034 agencies in the area of housing assistance and development of housing resources for mental health clients.

CIMH will provide technical assistance in the development and implementation of an outcome measurement system for the CalWORKs program to evaluate the effectiveness of supportive services to CalWORKs participants.

CIMH will conduct three (3) separate studies on supportive services to Los Angeles County's Welfare-to-Work efforts. These three (3) studies will examine program results, measure performance, identify outcomes, and present recommendations:

1. Provide technical assistance in the development and implementation of an outcome measurement system for the CalWORKs program to evaluate the effectiveness of supportive services to the CalWORKs participants;
2. Conduct an evaluation study of a pilot program serving the needs of homeless CalWORKs families; and
3. Conduct a study of Los Angeles County's General Relief Opportunities to Work (GROW) supportive services.

The data provided, based on the outcome measurement system, will assist in the development of treatment services to meet the needs of CalWORKs participants. Using the proposal for developing an outcome measurement system approach, the focus shifts from any given cohort of clients to changes in overall system performance over time.

These performance measures and outcomes will improve the accountability and serve as a tool for continued monitoring, planning and managing the programs.

CHILDREN'S SYSTEMS OF CARE

CIMH will assist DMH by providing training sessions, workshops, consultation and technical assistance for both the Adult and the Children's Systems of Care, as follows:

CIMH will provide training and facilitation in various relevant areas (e.g. strength-based assessment and treatment, school-based services, short-term group and in-home therapy,

Wraparound services, and community stakeholder planning) for DMH directly operated and contract providers.

For Fiscal Year 2004-2005, CIMH will provide consultation and technical assistance for the Infant Preschool Family Mental Health Initiative to expand efforts to serve children ages 0-5 and their families through the development and implementation of a comprehensive training program focusing on children who are attending First 5 LA School Readiness Centers.

The Children's Systems of Care in Los Angeles County is expanding rapidly. In support of the continued provision of high quality services, CIMH will provide training for DMH directly operated and contract providers of mental health services in many areas, including, but not limited to, the following:

- Wraparound services
- Treatment of dually diagnosed (mental illness and substance abuse) consumers
- Working with parents of mentally ill children
- The Infant Mental Health Initiative
- Parent providers of care
- Cultural competency
- School-based services
- Short-term group and in-home therapy
- Strength-based assessment and treatment
- Suicide intervention
- The 4th biennial Parent Provider Partnership conference

OLDER ADULTS SYSTEMS OF CARE

California Institute for Mental Health will assist the Los Angeles County - Department of Mental Health (DMH) by providing training resources, linkage, coordination, support, and technical assistance to the Older Adults Adult Systems of Care in the following areas:

- Older adults assessment tool
- Older adults outcome measure
- Schools of social work intern training
- Training conference
- Training workshops
- Staff specialty skills development

EXHIBIT B-5

CALIFORNIA INSTITUTE FOR MENTAL HEALTH

FEE SCHEDULE

ADULT SYSTEMS OF CARE

FY 2004-2005	$200,000	($150,000 CalWORKs and $50,000 GROW Funding)
	$ 20,000	(One-time only Sales Tax Realignment Funds)
FY 2005-2006	$200,000	($150,000 CalWORKs and $50,000 GROW Funding)

The California Institute for Mental Health (CIMH) shall submit monthly invoices for actual costs incurred for studies provided under the Statement of Work. CIMH shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices shall be specific as to the type of services provided and shall be submitted to:

Deputy Director
Adult Systems of Care
County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 11th Floor
Los Angeles, CA 90020
Telephone: (213) 738-2756
ATTN: Mental Health District Chief, CalWORKs

Funding for CIMH training under the Adult Systems of Care portion of the Agreement shall not exceed $400,000 for the term of the Agreement, effective July 1, 2004 through June 30, 2006.

CHILDREN'S SYSTEMS OF CARE

FY 2004-2005	$210,000	(CSOC, Training, and Administrative Support Funding)
FY 2005-2006	$ 20,000	(CSOC)

CIMH shall submit monthly invoices for actual costs incurred for studies provided under the Statement of Work. CIMH shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices shall be specific as to the type of services provided and shall be submitted to:

Deputy Director
Children's Systems of Care
County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 4th Floor
Los Angeles, CA 90020
Telephone: (213) 351-8903
ATTN: Caroline Lee, Mental Health Analyst III

Funding for CIMH training under the Children's Systems of Care portion of the Agreement shall not exceed $230,000 for the term of the Agreement, effective July 1, 2004 through June 30, 2006.

OLDER ADULTS SYSTEM OF CARE

FY 2004-2005 $148,500 (Sales Tax Realignment funds from the Trust Account)

CIMH shall submit monthly invoices for actual costs incurred for the work and services provided under the Statement of Work. CIMH shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices shall be specific as to the type of services provided and shall be submitted to:

Deputy Director
Countywide Older Adults Program Administration
County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 6th Floor
Los Angeles, CA 90020
Telephone: (213) 351-5244
ATTN: Angela McConner, Mental Health Analyst III

One-time only funding for CIMH training under the Older Adults System of Care portion of the Agreement shall not exceed $148,500 for the term of the Agreement, effective upon Board approval through June 30, 2005.

ATTACHMENT II

CONTRACT NO. DMH-01408

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES (hereafter "County") and **National Mental Health Association of Greater Los Angeles** (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated **June 10, 2003**, identified as County Agreement No.**DMH-01408**, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year 2004-2005 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2004-2005, County and Consultant intend to amend Agreement to add one-time only Sales Tax Realignment Trust Fund Account funds in the amount of $5,000 to the Total Compensation Amount (TCA) for an older adults training conference to address countywide hoarding concerns; and

WHEREAS, for Fiscal Year 2004-2005, the revised TCA will be $602,790.

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

1. Paragraph 4 (COMPENSATION) shall be deleted in its entirety and the following substituted therefor:

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"4.0 COMPENSATION:

In consideration of the performance by CONSULTANT in a manner satisfactory to County of the services described in Exhibit A-4, CONSULTANT shall be paid in accordance with the Fee Schedule set out in Exhibit B-4. Total compensation for all services furnished hereunder shall not exceed the sum of SIX HUNDRED TWO THOUSAND SEVEN HUNDRED NINETY Dollars ($602,790) for FY 2004-2005 and FOUR HUNDRED EIGHTY-FIVE THOUSAND ($485,000) for FY 2005-2006. Notwithstanding such limitation of funds, CONSULTANT agrees to satisfactorily complete all work specified in Exhibit A-4. To request payment, CONSULTANT shall present to County's Project Manager monthly invoice 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 Project Manager or his/her designated representative. Payment to CONSULTANT shall be only upon written approval of the invoice and report by County's Project Manager or his/her designated representative. CONSULTANT shall submit invoices to:

County of Los Angeles - Department of Mental Health
Adult Systems of Care
550 South Vermont Avenue, 12th Floor
Los Angeles, CA 90020
ATTN: Maria Funk, Ph.D.

2. Exhibit A-2 (STATEMENT OF WORK) shall be deleted in its entirety and replaced with Exhibit A-4 (STATEMENT OF WORK), attached hereto and incorporated herein by reference. All references in Agreement to Exhibit A-2 (STATEMENT OF WORK) shall be deemed amended to state "Exhibit A-4 (STATEMENT OF WORK)."

3. Exhibit B-2 (FEE SCHEDULE) shall be deleted in its entirety and replace with Exhibit B-4 (FEE SCHEDULE), attached hereto and incorporated herein by reference. All references in Agreement to Exhibit B-2 (FEE SCHEDULE) shall be deemed amended to state "Exhibit B-4 (FEE SCHEDULE)."

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 Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

National Mental Health Association of Greater Los Angeles
CONTRACTOR

By _____

Name Richard Van Horn

Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and Administration Division

NATIONAL MENTAL HEALTH ASSOCIATION OF GREATER LOS ANGELES

EXHIBIT A-4

STATEMENT OF WORK

The National Mental Health Association of Greater Los Angeles agrees to perform the following services for the Los Angeles County Department of Mental Health (DMH) in regard to the provision of collecting and evaluating outcome data generated by agencies participating in the AB 34/2034 Program and the training of AB 34/2034 staff:

I. DATA COLLECTION, ANALYSIS AND EVALUATION

- Assist in conducting an analysis of AB 34 and AB 2034 programs and their effect on the quality of life outcomes of the mental health consumers they serve. The focus will be on the significant areas of functioning for clients, such as their residential and employment status. There will be a heavy emphasis on the impact these programs have on reducing homelessness, incarceration, and contact with law enforcement agencies.
- National Mental Health Association of Greater Los Angeles will assist DMH in three broad management areas:

  1. Data Collection System
     a) Software development
     b) Ongoing technical support
     c) Maintenance of databases for providers who choose to use the "direct data submission" method
  2. Ongoing Technical Support
     a) Assistance to all direct service staff in the use of data collection forms
     b) Assistance to data entry staff on inputting data into the software system
     c) Assistance to provider management staff on generating reports for quality improvement
  3. Data Analysis
     a) Aggregation of data
     b) Generation and dissemination of all reports required by the State

- National Mental Health Association of Greater Los Angeles Outcomes and Research Division will periodically upgrade the software code of the Caminar Software system to implement changes in the data reporting requirements of the California State Department of Mental Health (SDMH).
- National Mental Health Association of Greater Los Angeles will conduct ongoing training workshops for the staff of all AB 34/2034 programs in the use of the outcome tracking forms and in the entry of data into the Caminar Software system. These workshops will cover the following:

1. State required data elements and reporting format
2. Overview of the National Mental Health Association of Greater Los Angeles Outcome Tracking System
3. Discussion of options for outcome reporting
4. Training of direct service staff in the filling out of data entry forms
5. Training of data entry staff in the entry of data into the Caminar software system

- National Mental Health Association of Greater Los Angeles will hire technical support specialists to collect data on a monthly basis from the AB 34/2034 programs. The Outcomes and Research Division will generate a monthly report for both Los Angeles County AB 34/2034 programs and for the State as a whole.
- The National Mental Health Association of Greater Los Angeles Outcomes and Research Division will assist SDMH in organizing ongoing meetings of the AB 34/2034 Data Committee. These meetings will be held four times a year and will allow all programs participating in the AB 34/2034 program to provide input into the data collection and analysis procedures as well as receive and discuss updates to the system.
- The National Mental Health Association of Greater Los Angeles Outcomes and Research Division will assist SDMH in the preparation of the annual legislative report on the progress of the AB 34/2034 programs.
- The National Mental Health Association of Greater Los Angeles Outcomes and Research Division will provide initial and ongoing technical support that will allow participating agencies to maintain the Caminar Software system at their site as their means of data collection.
- The National Mental Health Association of Greater Los Angeles Outcomes and Research Division will maintain the AB 34/2034 and Los Angeles County ACT websites.

II. IMMERSION TRAINING

National Mental Health Association of Greater Los Angeles agrees to provide training at the Village for both management and direct service staff, referred to as "immersion training." The direct service staff trainings will focus on the principles of assertive community treatment (ACT), psychosocial rehabilitation, and community integration and their practical applications. Some of the topics that are covered include:

- Focusing on wellness and health rather than on illness and symptoms
- Determining service/treatment based on abilities rather than on disabilities
- Having high rather than low expectations of members
- Using normalized rather than institutional settings
- Focusing on functional behavior rather than on intrapsychic dynamics
- Helping members to take risks rather than working to minimize their stress
- Member and staff collaborating rather than the staff prescribing unilaterally
- Focusing on self-help and independence rather than on caretaking
- The generalist vs. the specialist orientation toward service provision

- Expanding the definition of what it means to be a "case manager"
- Working in teams
- Working with dually diagnosed members
- Focusing on work and fun

Some of the management trainings that are offered include:

- Outcome evaluation
- Staff and member recruitment
- Personnel evaluation
- Finding alternatives to hospitalization
- Working in a capitated system

III. TRAINING OF PEER SUPPORTERS AND LIFE COACHES

Project Return: The Next Step will conduct intensive three-week training to teach client workers the basic skills and attitudes needed to work in a paraprofessional human service position. The course will meet 5 hours a day for 15 days giving participants 75 hours of training.

The course will be a combination of classroom and field experience. Competency areas will include: 1) identifying the basic attitudes and skills needed for human service work; 2) developing effective communication skills; 3) learning how to participate in and facilitate peer groups; 4) learning problem-solving skills; 5) learning about cultural diversity and the importance of providing culturally competent services; and 6) learning record keeping and reporting skills.

Participants will be expected to complete an application for the training. Accepted participants will receive a $250 stipend for successfully completing the course. The stipend will include funds for meals and transportation, which will be given to participants on a daily basis. More than two absences will result in termination from the course (or elimination of the stipend).

IV. OLDER ADULTS HOARDING CONFERENCE

Working in collaboration with DMH Older Adults program staff, National Mental Health Association of Greater Los Angeles will provide planning, program support, and technical assistance to County to organize a one-day training conference on "Hoarding," with a maximum attendance of 250. The conference will target older adults service providers, consumer and family advocates, fire, safety, code and law enforcement personnel.

The training will present a curriculum with primarily the following areas of focus:

1) identifying the causes and indicators of hoarding behaviors
2) effective intervention

3) multi-agency collaboration

The funding approved for this training will include the costs for conference venue use and set-up, conference announcements, printed educational materials, conference flyers, mailing, conference staffing hours, and administrative costs as incurred by Consultant.

EXHIBIT B-4

FEE SCHEDULE FOR FISCAL YEAR (FY) 2004-05 ONLY

I. Data Collection, Analysis and Evaluation

Personnel	Rate	FTE	Wages	Benefit	PR Taxes	Total
David Pilon	$108,000	1.00	$108,000	$13,590.00	$12,420.00	$134,010.00
Yiling Hu	39,000	1.00	39,000	6,345.00	4,485.00	49,830.00
Monica Davis	42,500	1.00	42,500	6,712.50	4,887.50	54,100.00
Dan Wong	31,500	1.00	31,500	5,557.50	3,622.50	40,680.00
Roger Casem	30,200	0.50	15,100	3,835.50	1,736.50	20,672.00
Total Personnel		**4.50**	**$236,100**	**$36,040.50**	**$27,151.50**	**$299,292.00**

Salaries & Benefits	299,292
Professional Services	13,000
Computer Programming	14,000
ComputerHardware/Furniture	14,000
Mileage--Local	2,500
Office Supplies	3,600
Program Supplies	3,600
Rent	17,430
Parking	2,500
Printing	2,000
Telephone	10,000
Travel	10,000
Staff Developmt/Recruitment	4,400
Insurance	1,600
Alarm	523
Repairs and Maintenance	2,000
Bookkeeping/Admin	39,845
TOTAL - Data Collection, Analysis and Evaluation	**$440,290**

II. Immersion Training - $250 per person per day @ 450 staff training days = $112,500

III. Peer Supporters and Life Coaches Training

– 60 clients @ $750 per person = $45,000

IV. Older Adults Hoarding Conference

Conference Venue, Speakers Fee, Set-up	$4,000
Announcement, Educational, Printed Material	500
Administrative Cost	500
	$5,000

Data Collection, Analysis and Evaluation	$440,290
Immersion Training	112,500
Peer Supporters and Life Coaches Training	45,000
Older Adults Hoarding Conference	5,000
TOTAL	**$602,790**

FEE SCHEDULE for Fiscal Year (FY) 2005-06 ONLY

I. Data Collection, Analysis and Evaluation

Personnel	Rate	FTE	Wages	Benefit	PR Taxes	Total
David Pilon	$108,000	1.00	$108,000	$13,590.00	$12,420.00	$134,010.00
Yiling Hu	39,000	1.00	39,000	6,345.00	4,485.00	49,830.00
Monica Davis	42,500	1.00	42,500	6,712.50	4,887.50	54,100.00
Dan Wong	31,500	1.00	31,500	5,557.50	3,622.50	40,680.00
Roger Casem	30,200	0.50	15,100	3,835.50	1,736.50	20,672.00
Total Personnel		**4.50**	**$236,100**	**$36,040.50**	**$27,151.50**	**$299,292.00**

Salaries & Benefits	$299,292
Professional Services	13,000
Computer Programming	14,000
Computer Hardware/Furniture	14,000
Mileage--Local	2,500
Office Supplies	3,600
Program Supplies	3,600
Rent	17,430
Parking	2,500
Printing	2,000
Telephone	10,000
Travel	10,000
Staff Developmt/Recruitment	4,137
Insurance	1,600
Alarm	523
Repairs and Maintenance	2,000
Bookkeeping/Admin	39,818
TOTAL – DATA COLLECTION, ANALYSIS AND EVALUATION	$440,000

II. Peer Supporters and Life Coaches Training

– 60 clients @ $750 per person = $45,000

TOTALS

Data Collection, Analysis and Evaluation	$440,000
Peer Supporters and Life Coaches Training	45,000
TOTAL	**$485,000**

ATTACHMENT III

CONTRACT NO. DMH-01652

AMENDMENT NO. 8

THIS AMENDMENT is made and entered into this ___ day of _____, 2005, by and between the COUNTY OF LOS ANGELES (hereafter "County") and National Mental Health Association of Greater Los Angeles (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 29, 2004, identified as County Agreement No. DMH-01652, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year 2004-2005 only, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year 2004-2005, County and Contractor intend to amend Agreement to add one-time only Sales Tax Realignment funds in the amount of $10,000 to the Maximum Contract Amount (MCA) to provide wraparound services for the life support needs of older adult mental health clients; and

WHEREAS, for Fiscal Year 2004-2005, the revised Maximum Contract Amount will be $10,944,352.

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

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph B (Reimbursement For Initial Period) shall be deleted in its entirety and the following substituted therefor:

"B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not

exceed TEN MILLION NINE HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS ($10,944,352) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 58 (NOTICES)."

2. Financial Summary - 7 for Fiscal Year 2004-2005 shall be deleted in its entirety and replaced with Financial Summary - 8 for Fiscal Year 2004-2005, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary – 7 for Fiscal Year 2004-2005 shall be deemed amended to state "Financial Summary - 8 for Fiscal Year 2004-2005."

3. Financial Summary - 7 for Fiscal Year 2005-2006 shall be deleted in its entirety and replaced with Financial Summary - 8 for Fiscal Year 2005-2006, attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary - 7 for Fiscal Year 2005-2006 shall be deemed amended to state "Financial Summary - 8 for Fiscal Year 2005-2006."

4. Financial Summary - 7 for Fiscal Year 2006-2007 shall be deleted in its entirety and replaced with Financial Summary - 8 for Fiscal Year 2006-2007, attached

hereto and incorporated herein by reference. All references in Agreement to Financial Summary - 7 for Fiscal Year 2006-2007 shall be deemed amended to state "Financial Summary - 8 for Fiscal Year 2006-2007."

5. Contractor shall provide services in accordance with the Contractor's Fiscal Year 2004-2005 Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.

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

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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 Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

National Mental Health Association of
Greater Los Angeles
CONTRACTOR

By _____

Name Richard Van Horn

Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

Contractor Name: National Mental Health Association of Greater Los Angeles
Legal Entity Number: 00200
Agreement Period: July 1, 2004 through June 30, 2007
Fiscal Year: 2004-2005

DMH Legal Entity Agreement
Attachment II Page 1 of 2
The Financial Summary
Amendment No. 8

Categories		Maximum Funding Source Totals	CR or NR
A. Allocations:			
County General Fund (CGF)	1. EPSDT Baseline CGF Match	$ 1,500	
	2. SB 90 (AB 3632) Baseline CGF Match	$ -	
	3. EPSDT Growth CGF Match	$ 11,000	
	4. Healthy Families CGF Match	$ -	
	5. Non EPSDT - FFP CGF Match	$ 247,763	
	6. STOP CGF Match	$ -	
	Sub-Total Categorical CGF	$ 260,263	
	7. Other CGF	$ 2,800,772	
	8. Latino Access Comm.Client Services	$ 193,000	
	9. Countywide Client Activity Fund	$ 75,000	
	TOTAL CGF (1 through 7)	$ 3,329,035	CR
CalWORKs		$ 100,000	CR
PATH		$ 230,000	CR
AB 2034 - Categorically Restricted for Local Match		$ 2,600,000	CR
AB 2034 - Community Client Services		$ 61,554	CR
SAMHSA/AB 3015		$ 1,000,000	CR
	TOTAL ALLOCATIONS (A)	$ 7,320,589	
B. Pass Through:			
FFP:	1. Healthy Families FFP	$ -	
	2. Non EPSDT - FFP	$ 2,847,763	
	a. Medi-Cal Administrative Activities (MAA) FFP	$ 35,000	
	3. EPSDT - FFP	$ 376,700	
	TOTAL FFP	$ 3,259,463	
EPSDT - State General Fund (SGF)		$ 364,300	
SB 90/IDEA (AB 3632)		$ -	
	TOTAL PASS THROUGH (B)	$ 3,623,763	
	Maximum Contract Amount/Net Program Budget (A+B):		**$ 10,944,352**
C. Third Party:			
Medicare		$ -	
Patient Fees		$ -	
Insurance		$ -	
Other		$ -	
	TOTAL THIRD PARTY (C)	$ -	
	Gross Program Budget (A+B+C):		**$ 10,944,352**

Footnotes Section:

Amendment No. 8 - Adds $10,000 of Sales Tax Realignment revenue in the Trust Account for FY 04-05 only.

Contractor Name: National Mental Health Association of Greater Los Angeles
Legal Entity Number: 00200
Agreement Period: July 1, 2004 through June 30, 2007
Fiscal Year: 2004-2005

DMH Legal Entity Agreement
Attachment II Page 2 of 2
The Rate Summary
Amendment No.8

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb CR	Provider Numbers
A. 24 - HOUR SERVICES :						
Hospital Inpatient		05	10 - 18			
Hospital Administrative Day		05	19			
Psychiatric Health Facility (PHF)		05	20 - 29			
SNF Intensive		05	30 -34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35			
	Beds 60 & over	05	35			
Patch for IMD		05	36 - 39			
Mentally Ill Offenders	Indigent	05	36 - 39			
	Regular	05	36 - 39			
IMD - Like		05	36 - 39			
IMD (W/Patch) Sub-Acute (60 days)		05	38			
Adult Crisis Residential		05	40 - 49			
Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
Semi - Supervised Living		05	80 - 84			
Independent Living		05	85 - 89			
MH Rehab Centers		05	90 - 94			
B. DAY SERVICES :						
Vocational Services		10	30 - 39			
Socialization		10	40 - 49			
SNF Augmentation		10	60 - 69			
Day Treatment Intensive: Half Day		10	81-84			
Day Treatment Intensive: Full Day		10	85-89			
Day Rehabilitative : Half Day		10	91-94			
Day Rehabilitative : Full Day		10	95-99			
C. OUTPATIENT SERVICES :						
Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09		$1.62	7065, 7204, 7352, 7018, 7422, 7212
Mental Health Services		15	10 - 19 /30-59		$2.09	7065, 7204, 7352, 7018, 7422, 7212
Therapeutic Behavioral Services (TBS)		15	58			
Medication Support		15	60 - 69		$3.86	7065, 7204, 7352, 7018, 7422, 7212
Crisis Intervention		15	70 - 79		$3.11	7065, 7204, 7352, 7018, 7422, 7212
D. OUTREACH SERVICES :						
Mental Health Promotion		45	10 - 19		$45.00	7384, 7065, 7018, 7212, 7204
Community Client Services		45	20 - 29		$45.00	7384, 7065, 7018, 7212, 7204
E. SUPPORT SERVICES :						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Flexible Funding (Cost Reimbursement)		60	64			7018, 7204, 7212
F. Medi-Cal Administrative Activities (MAA):						
MAA		55	01-35			

Contractor Name: National Mental Health Association of Greater Los Angeles
Legal Entity Number: 00200
Agreement Period: July 1, 2004 through June 30, 2007
Fiscal Year: 2005-2006

DMH Legal Entity Agreement
Attachment II Page 1 of 2
The Financial Summary
Amendment No. 8

Categories		Maximum Funding Source Totals	CR or NR	
A. Allocations:				
County General Fund (CGF)	1. EPSDT Baseline CGF Match	$ 1,500		
	2. SB 90 (AB 3632) Baseline CGF Match	$ -		
	3. EPSDT Growth CGF Match	$ 11,000		
	4. Healthy Families CGF Match	$ -		
	5. Non EPSDT - FFP CGF Match	$ 247,763		
	6. STOP CGF Match	$ -		
	Sub-Total Categorical CGF	$ 260,263		
	7. Other CGF	$ 2,616,880		
	8. Latino Access Comm.Client Services	$ 193,000		
	9. Countywide Client Activity Fund	$ 75,000		
	TOTAL CGF (1 through 7)	$ 3,145,143	CR	
CalWORKs		$ 100,000	CR	
PATH		$ 230,000	CR	
AB 2034 - Categorically Restricted for Local Match		$ 2,600,000	CR	
AB 2034 - Community Client Services		$ 61,554	CR	
SAMHSA/AB 3015		$ 1,000,000	CR	
	TOTAL ALLOCATIONS (A)	$ 7,136,697		
B. Pass Through:				
FFP:	1. Healthy Families FFP	$ -		
	2. Non EPSDT - FFP	$ 2,847,763		
	a. Medi-Cal Administrative Activities (MAA) FFP	$ 35,000		
	3. EPSDT - FFP	$ 376,700		
	TOTAL FFP	$ 3,259,463		
EPSDT - State General Fund (SGF)		$ 364,300		
SB 90/IDEA (AB 3632)		$ -		
	TOTAL PASS THROUGH (B)	$ 3,623,763		
	Maximum Contract Amount/Net Program Budget (A+B):			**$ 10,760,460**
C. Third Party:				
Medicare		$ -		
Patient Fees		$ -		
Insurance		$ -		
Other		$ -		
	TOTAL THIRD PARTY (C)	$ -		
	Gross Program Budget (A+B+C):			**$ 10,760,460**

Footnotes Section:

Amendment No. 8 - No change for FY 05-06

Contractor Name: National Mental Health Association of Greater Los Angeles
Legal Entity Number: 00200
Agreement Period: July 1, 2004 through June 30, 2007
Fiscal Year: 2005-2006

DMH Legal Entity Agreement
Attachment II Page 2 of 2
The Rate Summary
Amendment No. 8

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb CR	Provider Numbers
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Hospital Administrative Day		05	19			
Psychiatric Health Facility (PHF)		05	20 - 29			
SNF Intensive		05	30 -34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35			
	Beds 60 & over	05	35			
Patch for IMD		05	36 - 39			
Mentally Ill Offenders	Indigent	05	36 - 39			
	Regular	05	36 - 39			
IMD - Like		05	36 - 39			
IMD (W/Patch) Sub-Acute (60 days)		05	38			
Adult Crisis Residential		05	40 - 49			
Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
Semi - Supervised Living		05	80 - 84			
Independent Living		05	85 - 89			
MH Rehab Centers		05	90 - 94			
B. DAY SERVICES :						
Vocational Services		10	30 - 39			
Socialization		10	40 - 49			
SNF Augmentation		10	60 - 69			
Day Treatment Intensive: Half Day		10	81-84			
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Day Rehabilitative : Half Day		10	91-94			
Day Rehabilitative : Full Day		10	95-99			
C. OUTPATIENT SERVICES :						
Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09		$1.62	7065, 7204, 7352, 7018, 7422, 7212
Mental Health Services		15	10 - 19 /30-59		$2.09	7065, 7204, 7352, 7018, 7422, 7212
Therapeutic Behavioral Services (TBS)		15	58			
Medication Support		15	60 - 69		$3.86	7065, 7204, 7352, 7018, 7422, 7212
Crisis Intervention		15	70 - 79		$3.11	7065, 7204, 7352, 7018, 7422, 7212
D. OUTREACH SERVICES :						
Mental Health Promotion		45	10 - 19		$45.00	7384, 7065, 7018, 7212, 7204
Community Client Services		45	20 - 29		$45.00	7384, 7065, 7018, 7212, 7204
E. SUPPORT SERVICES :						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Flexible Funding (Cost Reimbursement)		60	64			7018, 7204, 7212
F. Medi-Cal Administrative Activities (MAA):						
MAA		55	01-35			

Contractor Name: National Mental Health Association of Greater Los Angeles
Legal Entity Number: 00200
Agreement Period: July 1, 2004 through June 30, 2007
Fiscal Year: 2006-2007

DMH Legal Entity Agreement
Attachment II Page 1 of 2
The Financial Summary
Amendment No. 8

Categories		Maximum Funding Source Totals	
A. Allocations:			**CR or NR**
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	7. Other CGF	$ 2,616,880	
	8. Latino Access Comm.Client Services	$ 193,000	
	9. Countywide Client Activity Fund	$ 75,000	
	TOTAL CGF (1 through 7)	$ 3,145,143	CR
CalWORKs		$ 100,000	CR
PATH		$ 230,000	CR
AB 2034 - Categorically Restricted for Local Match		$ 2,600,000	CR
AB 2034 - Community Client Services		$ 61,554	CR
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B. Pass Through:			
FFP:	1. Healthy Families FFP	$ -	
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	a. Medi-Cal Administrative Activities (MAA) FFP	$ 35,000	
	3. EPSDT - FFP	$ 376,700	
	TOTAL FFP	$ 3,259,463	
EPSDT - State General Fund (SGF)		$ 364,300	
SB 90/IDEA (AB 3632)		$ -	
	TOTAL PASS THROUGH (B)	$ 3,623,763	
	Maximum Contract Amount/Net Program Budget (A+B):		**$ 10,760,460**
C. Third Party:			
Medicare		$ -	
Patient Fees		$ -	
Insurance		$ -	
Other		$ -	
	TOTAL THIRD PARTY (C)	$ -	
	Gross Program Budget (A+B+C):		**$ 10,760,460**

Footnotes Section:

Amendment No. 8 - No change for FY 06-07

Contractor Name:National Mental Health Association of Greater Los Angeles
Legal Entity Number: 00200
Agreement Period: July 1, 2004 through June 30, 2007
Fiscal Year: 2006-2007

DMH Legal Entity Agreement
Attachment II Page 2 of 2
The Rate Summary
Amendment No. 8

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Patch for IMD		05	36 - 39			
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	Regular	05	36 - 39			
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Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
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SNF Augmentation		10	60 - 69			
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Day Rehabilitative : Half Day		10	91-94			
Day Rehabilitative : Full Day		10	95-99			
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Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09		$1.62	7065, 7204, 7352, 7018, 7422, 7212
Mental Health Services		15	10 - 19 /30-59		$2.09	7065, 7204, 7352, 7018, 7422, 7212
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D. OUTREACH SERVICES :						
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Community Client Services		45	20 - 29		$45.00	7384, 7065, 7018, 7212, 7204
E. SUPPORT SERVICES :						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Flexible Funding (Cost Reimbursement)		60	64			7018, 7204, 7212
F. Medi-Cal Administrative Activities (MAA):						
MAA		55	01-35			

DMH Summary of Amendment Changes

LEGAL ENTITY NAME: National Mental Health Association of Greater Los Angeles

Contract No.: DMH-01652 Legal Entity No.: 00200 Amendment No.: 8

LISTING OF FUNDING SOURCES

	Realignment/CGF	12	DCFS AB 3632 Family Preservation	24	PATH/McKinney
1	EPSDT Baseline CGF Match	13	DHS/ADPA (Sidekick)	25	AB 2994
2	SB 90 (AB 3632) Baseline CGF Match	14	DCFS Star View	26	AB 2034: Services
3	EPSDT Growth CGF Match	15	DPSS CalWORKs		AB 2034: Client Supportive Services
4	Healthy Families CGF Match	16	DPSS GROW	27	SAMHSA/AB 3015
5	Non EPSDT-FFP CGF Match	17	DHS Lamp		SAMHSA: Flex Funds
6	STOP CGF Match	18	DHS Social Model	28	State HIV/AIDS
7	Other CGF	19	DCFS STOP (SGF)	29	SB 90 (AB 3632)
8	DHS/ADPA AB 2034	20	DCFS Hillview/Transitional Living	30	Healthy Families FFP
9	DHS/ADPA Dual Diagnosis	21	Probation Schiff-Cardenas	31	Non EPSDT-FFP
10	DCFS Family Preservation	22	DHS/ADPA Dual Diagnosis (BHS)	32	EPSDT-FFP
11	DCFS AB 1733 Child Abuse	23	DCFS THP	33	EPSDT-SGF

FUNDING SOURCE(S): (Select from Funding Sources listed above.)	AMOUNT Increase/Decrease	FISCAL YEAR	MCA
7. Other CGF - Sales Tax Realignment Funds	$ 10,000	FY 2004-2005	$ 10,944,352

AMENDMENT ACTION(S): **BOARD ADOPTED DATE:** _____ **EFFECTIVE DATE:** _____

For FY 2004-2005 only, adds Sales Tax Realignment revenue in Trust Account in the amount of $10,000 to provider wraparound services for the life support needs of older adults.

New Headquarters Address: N/A Sup. Dist.: N/A

Svc. Area: _____

ADD OR DELETE SERVICE SITE(S): N/A

Name	Address	Sup. Dist.	Svc. Area	Prov. No.

ATTACHMENT IV

CONTRACTOR:

Pacific Clinics

TBA
CONTRACT NUMBER

Business Address:

800 S. Santa Anita Avenue

Arcadia, Ca 91006

Supervisorial District(s) 5

Mental Health Service Area(s) 3

CONSULTANT SERVICES AGREEMENT

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CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for the provision of consultant services is made and entered into this _____ day of _____ , 2005, by and between the County of Los Angeles on behalf of its Department of Mental Health (hereafter "COUNTY") and;

Pacific Clinics

(hereafter "CONTRACTOR").

Business Address:

800 S. Santa Anita Avenue

Arcadia, CA 91006

WHEREAS, the County has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a Contractor to the County for the provision of planning, program support, technical assistance in the development of in-service and professional training on older adults and related issues.

WHEREAS, County's Department of Mental Health (hereafter "DMH") has determined that existing staff of DMH do not have sufficient manpower, that it is difficult to recruit personnel to perform the services hereunder, and that the services to be provided hereunder are professional, specialized and the services are of a temporary nature; and

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

WHEREAS, Contractor possesses the specialized skills, training, and experience to provide consultant services; and

WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage in the business of providing the services described herein; and

WHEREAS, Contractor is willing to provide the specialized services described herein for and in consideration of the payment provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to Section 31000 of the California Government Code, County is authorized to contract for these specialized services.

NOW, THEREFORE, County and Contractor agree as follows:

PREAMBLE

For nearly 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 services 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, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

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

The shared values are encompassed in 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 and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical 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 statements
- Provide a clean and comfortable waiting area
- Ensure privacy

- Post complaint and appeals 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. **TERM:**

A. This Agreement shall commence on Board Approval and shall continue in full force and effect through June 30, 2005.

B. This Agreement may be terminated by either party at any time without cause by giving at least 30 days prior written notice to the other party.

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 43 (NOTICES).

2. **TERMINATION FOR CONVENIENCE:** Any of the parties of this Agreement may terminate services by written notice to the other party and shall become effective 30 days from the date of the written notice. Any party providing such termination shall not be liable or responsible for any liability, monetary or otherwise, resulting from any termination, in whole or in part, of that party's involvement in this Agreement. Termination shall be final and shall release the party from any further responsibility to provide service under the terms and conditions of this Agreement.

3. **TERMINATION FOR DEFAULT:**

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

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

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

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

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

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

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

5. SERVICES PROVIDED: Contractor shall provide services to County as set forth in Exhibit A (STATEMENT OF WORK), which is attached hereto and incorporated by reference.

6. PAYMENT: In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A (STATEMENT OF WORK), Contractor shall be paid in accordance with the Payment Schedule established in Exhibit B. Notwithstanding such limitation of funds, Contractor agrees to satisfactorily provide all services specified in Exhibit A and to follow procedures established by DMH as specified in Exhibit C.

6.1 Contractor shall not be paid beyond the Maximum Compensation amount as specified in Exhibit B. Contractor agrees that County has no obligation, whatsoever, to pay for any services performed by Contractor that exceed the Maximum Compensation amount.

6.2 Contractor shall notify County when service amounts under this Agreement total seventy-five percent (75%) of the Maximum Compensation amount. Furthermore, Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send these notices to DMH as specified in Exhibit B.

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

7. 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 reductions which appropriate less than the amount provided for in Exhibit B (PAYMENT SCHEDULE) of 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.

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

1. Exhibit A Statement of Work
2. Exhibit B Payment Schedule
3. Exhibit C Contractor Acknowledgement and Confidentiality Agreement
4. Exhibit D Contractor Employee Acknowledgement and Confidentiality Agreement
5. Exhibit E Attestation Regarding Federally Funded Programs
6. Exhibit F Fact Sheet "Safely Surrendered Baby Law"

9. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Contractor shall provide to County an executed Contractor Acknowledgement and Confidentiality Agreement (Exhibit C) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Deputy Director–Countywide Older Adults Program Administration, 550 South Vermont Avenue, 6th Floor, Los Angeles, CA 90020 ATTN: Mental Health Analyst III on or immediately after the effective date of this Agreement but in no event later than the date the Contractor first performs work under this Agreement.

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

11. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and IS records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

12. 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.

13. ENTIRE 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.

14. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Exhibits hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written

amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

15. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all patients/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

16. RECORDS AND AUDITS:

A. Records:

(1) Direct Services Records: During the assessment period, Contractor shall maintain a record of all direct services rendered and fully document all services provided under this Agreement and in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made immediately available for inspection, program review, and/or audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and during the applicable period of records retention. Such access shall include regular and special reports from Contractor. In addition to the requirements in this Paragraph, Contractor shall comply with any additional patient/client record requirements described in the Exhibits and shall adequately document the delivery of all services described in the Exhibits.

(a) Patient/Client Records (Direct Services): Contractor shall maintain treatment and other records of all assessment services in accordance with all applicable County, State and Federal requirements on each individual patient/client which shall include, but not be limited to, patient/client identification number, IS patient/client face sheet, all data elements required by IS, consent for treatment form, initial evaluation form, treatment plan, progress notes and discharge summary.

(b) All patient/client records shall be returned to County upon completion of assessment or reassessment.

(2) Financial Records: Contractor shall prepare and maintain, on a current basis, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles, with the procedures set out in the Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, and with all guidelines, standards, and procedures which may be provided by County to Contractor. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be furnished to Contractor by County upon request.

(3) Preservation of Records: If, following termination of this Agreement, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within forty-eight hours thereafter, Director of SDMH and Director shall be notified thereof by Contractor in writing of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph.

B. Audits:

(1) Contractor shall provide County and its authorized representatives access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, or any other records relating to this Agreement.

(2) County may, in its sole discretion, perform periodic fiscal and/or program review(s) of Contractor's records that relate to this Agreement, and if the results of any fiscal and/or program review requires a corrective plan of action, Contractor shall submit such a plan to DMH no later than thirty days after receiving the findings of the fiscal and/or program review.

(3) Audit Reports: In the event that any audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within thirty days of Contractor's receipt

thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Contractor shall promptly notify County of any request for access to information related to this Agreement by any other governmental agency.

(4) State Department of Mental Health Access to Records: Until Contractor has fulfilled its commitment to return all records to County, Contractor shall maintain and make available to the State Department of Mental Health, the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, and any other authorized Federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Contractor shall not carry out any of the services through any subcontract.

(5) Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Agreement, Contractor shall maintain and make available to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, Contractor shall not carry out any of the services through any subcontract.

17. **SEVERABLITY:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

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

19. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor 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 Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and 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 Contractor'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 Room 500, 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 coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (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 insureds 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 Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor 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 an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3) Failure to Maintain Coverage: Failure by Contractor 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 Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4) Notification of Incidents, Claims or Suits: Contractor 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 Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

(c) Any injury to a Contractor 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 Contractor under the terms of this Agreement.

5) Compensation for County Costs: In the event that Contractor 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, Contractor shall pay full compensation for all costs incurred by County.

6) Insurance Coverage Requirements for Subcontractors: Contractor shall not perform any services through subcontracting.

C. Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

2) Automobile Liability: Contractor shall carry the minimum amount of automobile insurance required by the State of California. Contractor attests that he/she does not use his/her automobile in the course of business and does not transport patients at any time. Contractor agrees to hold harmless and indemnify the County for any and all claims in the event of an automobile accident which leads anyone to pursue a claim against the County or its employees.

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars	($1,000,000)
Disease – policy limit:	One Million Dollars	($1,000,000)
Disease – each employee:	One Million Dollars	($1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

20. WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. CONFLICT OF INTEREST:

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

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

circumstances.

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

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

24. **CHILD SUPPORT COMPLIANCE PROGRAM:**

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program:

(1) Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

(2) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in 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 CSSD 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).

B. Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth under this Paragraph **24B** (Contractor's Warranty of Adherence to County's Child Support Compliance 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 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 3 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

25. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor 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.

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

27. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

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

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding

whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

G. These terms shall also apply to subcontracts of County Contractors.

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

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the 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 healthcare program officials; (4)

conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a state license to practice a healthcare profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Service Exhibit E as part of its obligation under this Paragraph 28.

Failure by Contractor to meet the requirements of this Paragraph 28 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

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

30. **INDEPENDENT STATUS OF CONTRACTOR:** This Agreement is between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. This Agreement constitutes the complete and exclusive statement of understanding between the

parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

31. DELEGATION AND ASSIGNMENT: Contractor shall not delegate its duties or assign its rights under this Agreement, or both, either in whole or in part, without the prior written consent of County, and any prohibited delegation or assignment shall be null and void. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to set off, recoupment, or other reduction for any claim which Contractor may have against County.

32. SUBCONTRACTING: No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor.

33. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder) as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

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B. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

34. 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.

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

36. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place.

Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing.

37. PERFORMANCE UNDER EMERGENCY CONDITIONS:

i. FORCE MAJEUR: In the event that performance by either party is rendered impossible (permanent or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, County shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, County shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

ii. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the community they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of the Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend of County may immediate terminate this Agreement.

iii. EMERGENCY AND DISASTER PREPAREDNESS: Notwithstanding Contractor's and County's contractual objective to provide services to eligible persons, Contractor shall make program services available to any person impacted during the event of a State/nationally declared emergency,

contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

38. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: "CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

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

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" 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.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic

tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

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

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

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

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, 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.

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

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

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

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

1.10 Terms used, but not otherwise defined in this Paragraph 37 shall have the same meaning as those terms in the HIPAA Regulations.

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OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph **38.** Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

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

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident,

followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple ST.
Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph 38.

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

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

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.538, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the PHI.

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

OBLIGATION OF COVERED ENTITY

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

TERM AND TERMINATION

4.1 Term. The term of this Paragraph 38 shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

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

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

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

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

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of 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 Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph **38** 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 Paragraph **38**.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph **38** is contrary to another provision of this Agreement, the provision of this Paragraph **38** shall control. Otherwise, this Paragraph **38** shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph **38** to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph **38** shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph 38 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

39. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B Written Employee Jury Service Policy:

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

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

subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

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

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

41. CONTRACTOR'S ACKNOWLEDGMENT 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.

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

43. **NOTICES:** All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, 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. Addresses and persons to be notified may be changed by either party by giving 10 days prior written notice thereof to the other party.

To CONTRACTOR: Pacific Clinics
800 S. Santa Anita Avenue
Arcadia, CA 91006
Susan Mandel, Ph.D., President/CEO

To COUNTY: Department of Mental Health
Contracts Development and Administration Division
550 South Vermont Ave., 5th Floor
Los Angeles, CA 90020

Attention: Chief of Contracts

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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 Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By_____
Contractor's Signature

_____
(CONTRACTOR'S TAXPAYER
IDENTIFICATION NUMBER)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development
and Administration Division

EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

CONTRACT NUMBER _____

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that I am an employee of Contractor and 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 Agreement. 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.

CONFIDENTIALITY AGREEMENT:

You may be involved with work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to proprietary information supplied by the County of Los Angles or 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, mental health, criminal and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this agreement as a condition of your work for the County. Please read this agreement and take 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 with the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the County Project Manager.

I agree to keep confidential all financial, 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, County proprietary information and all other original materials produced, created or provided to or by me under the above-referenced contract. I

EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
(Continued)

agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary information supplied by the County or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the County Project Manager any and all violations of this contract by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the County Project Manager upon completion of each assessment.

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

BY: _____ DATE: _____
(Employee Signature)

NAME: _____

EXHIBIT A

PACIFIC CLINICS

STATEMENT OF WORK

FISCAL YEAR (FY) 2004-2005

Pacific Clinics agrees to perform the following services for Los Angeles County in the provision of planning, program support, technical assistance in the development of in-service and professional development training on older adults and related issues.

Working in collaboration with the Department of Mental Health, the training services will include the following specific areas:

1. Organize older adults focused workshops
2. Printing of older adults mental health educational materials
3. Provide ideas and recommendations for future older adults focused training and educational activities

The training will target, but is not limited to, older adults service providers, judicial staff, and medical practitioners as agreed upon between County and Contractor.

The training program description is summarized as follow:

Description of Training to be Provided by Pacific Clinics

	Topic	Audience	Projected number of sessions	Projected number at session
1.	Differential Diagnosis of Depression, Dementia, and Delirium in Older Adults	Physicians (focus on hospitalists, internists, and emergency physicians). CMEs will be provided.	2 to 3 one-to-one and half-hour sessions at geographically dispersed areas of the county	10-15
2.	Aging related topics of interest and/or concern as identified by judges and court staff	Mental health court and probate judges, attorneys, and court staff	2 to 4 one-to-one and half-hour sessions at Court 95	5-10
3.	Specialized topics in older adult mental health issues	Clinicians with basic understanding and experience in working with older adults. CEUs will be provided.	Two series of 12 to 15 hour trainings in geographically dispersed areas of the county	25-30

In addition to the above trainings, upon completion of trainings Pacific Clinics will submit training outlines and training materials, participant evaluations, and a report summarizing trainings provided and recommendations for future trainings upon completion of trainings

EXHIBIT B

PACIFIC CLINICS, INC.

FEE SCHEDULE

FISCAL YEAR (FY) 2004-2005

Work Item	Fee
1. Speakers Honorarium/ Consultant fee	Reimbursed based on actual cost, based on the credential and experience of speaker(s) and/or consultant(s).
2. Planning and Administrative Services	Staffing resources deployed by Contractor for the administration, planning, coordination, and implementation of training activities. Reimbursement is based on actual cost.
3. Training venue and set up	Based on actual cost for use of training facility and set up.
4. Printing, production of educational materials	Based on actual cost incurred.
5. Miscellaneous	Other unanticipated incidental expenses not specified above to be reimbursed at actual cost, with prior agreement by DMH on a need basis.

Pacific Clinics shall submit monthly invoices for actual costs incurred for the work and services provided under the Statement of Work. Pacific Clinics shall retain all relevant supporting documents and make them available to the Department of Mental Health at any time for audit purposes. Invoices shall be specific as to the type of services provided and shall be submitted to:

Deputy Director
Countywide Older Adults Program Administration
County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 6th Floor
Los Angeles, CA 90020
Telephone: (213) 351-5244
ATTN: Mental Health Analyst III

Funding for Pacific Clinics under the Older Adults System of Care Statement of Work Agreement shall not exceed $36,500 for the term of the Agreement, effective upon Board approval, through June 30, 2005.

EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR _____

CONTRACT NUMBER _____

CONTRACTOR ACKNOWLEDGEMENT:

I understand and agree that I am an independent contractor and 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.

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EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
(Continued)

I agree to keep confidential all financial, 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, County 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 County employees who have a need to know the information. I agree that if proprietary information supplied by the County or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

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NAME: _____ DATE: _____
(Signature)

NAME: _____

POSITION: CONTRACTOR

EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

CONTRACT NUMBER _____

EMPLOYEE ACKNOWLEDGEMENT:

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EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
(Continued)

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BY: _____ DATE: _____
(Employee Signature)

NAME: _____

EXHIBIT E

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Consultant Services Agreement's Paragraph 27 (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 _____

EXHIBIT F

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un 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 brazalete y el padre/madre recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT V

BOARD OF SUPERVISORS OFFICIAL COPY

76R 352M (11/83)

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 435

DEPARTMENT OF MENTAL HEALTH

19

AUDITOR-CONTROLLER.
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4 - Votes

Sources:

Department of Mental Health
State Realignment Revenue
A01-MH-20500-8899
$200,000

Uses:

Department of Mental Health
Services & Supplies
A01-MH-20500-2000
$200,000

This adjustment is requested to increase appropriation in Services & Supplies to provide spending authority for the enhancement of mental health services and training for older adults. This request is fully funded with one-time Sales Tax Realignment revenue included in the Trust Account. There is no increase in net County Cost.

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

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR — ACTION

✓ RECOMMENDATION

AUDITOR-CONTROLLER

BY Helen Tseng

NO. 250

FEB 2 2005

APPROVED AS REQUESTED

FEBRUARY 3 2005 19

AS REVISED

Gregory Gall
FOR DAVID JANSSEN
CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED): BOARD OF SUPERVISORS

19

BY

DEPUTY COUNTY CLERK

SEND 5 COPIES TO THE AUDITOR-CONTROLLER