LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 October 4, 2016

LORI GLASGOW
EXECUTIVE OFFICER

October 04, 2016

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

Dear Supervisors:

APPROVAL TO RENEW SOLE SOURCE FISCAL INTERMEDIARY AGREEMENTS WITH CALIFORNIA STATE UNIVERSITY LONG BEACH RESEARCH FOUNDATION AND PHILLIPS GRADUATE UNIVERSITY TO SUPPORT THE DEPARTMENT OF MENTAL HEALTH STIPEND PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to renew sole source Fiscal Intermediary Agreements with California State University Long Beach Research Foundation and Phillips Graduate University to support the Department of Mental Health Stipend Program for students who are pursuing a career in the Los Angeles County public mental health system.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Acting Director of the Department of Mental Health (DMH), or her designee, to prepare, sign, and execute Sole Source Fiscal Intermediary Agreements (Agreements), with California State University Long Beach Research Foundation (CSULBRF) and Phillips Graduate University (PGU), substantially similar to Attachment I, for fiscal intermediary services to support the Stipend Program provided by DMH. The Agreements will have an annual Total Compensation Amounts (TCA) of $1,574,350 for CSULBRF and $1,489,250for PGU, for each of Fiscal Years (FYs) 2016-17 through 2018-19, with three successive one-year renewal options through FY 2021-22.

2. Approve and instruct the Acting Director of the Department of Mental Health (DMH), or her designee, to prepare, sign, and execute the County of Los Angeles Department of Mental Health (LAC DMH) Agreement By and Between LAC DMH and Stipend Trainee participating in the Stipend Program, substantially similar to Attachment II. The stipend amount provided to the Stipend Trainee, graduate student, during the academic year totals $18,500.

3. Delegate authority to the Acting Director of DMH, or her designee, to prepare, sign, and execute future amendments to the two types of Agreements provided that: 1) the County's total payments to each contractor under these Agreements for the applicable FYs do not exceed an increase of 25 percent from the applicable revised Board approved TCA; 2) any such increase is used to provide additional services or to reflect program or Board policy changes; 3) your Board has appropriated sufficient funds for all increases; 4) approval of the Chief Executive Officer (CEO) and County Counsel, or their designees, is obtained prior to any such amendment; 5) the parties may, by written amendment, mutually agree to reduce programs or services, without reference to the 25 percent limitation; and 6) the Acting Director provides written notification to your Board within 30 days after the execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to enter into new sole source Agreements with CSULBRF and PGU to continue providing fiscal intermediary services for the DMH Stipend Program. The existing agreements with these two universities expired June 30, 2016. CSULBRF and PGU provide payments to full-time and part-time students who participate in the DMH Stipend Program.

The purpose of the County of Los Angeles - DMH Stipend Program is to provide stipends as an incentive to attract well-trained, linguistically and culturally competent graduate level students who are interested in employment in the County of Los Angeles public mental health system and are committed to working in hard-to-recruit geographic areas and hard-to-fill program positions. The Agreement with CSULBRF focuses on the provision of stipends to students who are in career paths towards a Master in Social Work (MSW) or Nurse Practitioner (NP). The Agreement with PGU is for the provision of stipends to Marriage and Family Therapist (MFT) students. The Department will benefit from these programs as students are committed to provide public mental health services upon graduation in return for each year of stipend received.

CSULBRF, acts as the lead agency for the Inter-University Consortium of Social Work Schools, and PGU serves as the sole conduit between DMH and the MFT Consortium of Schools. Both universities have consistently recruited and coordinated student selection for the County of Los Angeles - DMH Stipend Program since the inception of their Agreements with DMH. Students referred to the Stipend Program by CSULBRF and PGU have met specific DMH defined criteria related to school curriculum, specialized training, cultural and linguistic abilities, and lived experience. These stipend students provide valuable services that are culturally and linguistically appropriate which ultimately benefit consumers who are traditionally underserved due to location, cultural, or linguistic barriers.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, Operational Effectiveness,

and Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The total cost of each Agreement, fully funded by State Mental Health Services Act (MHSA), is $1,574,350 for CSULBRF, and $1,489,250 for PGU. Funding for each Agreement is included in DMH's 2016-17 Adopted Budget.

Funding for future FYs will be requested through DMH's annual budget process, contingent upon the availability of future funding.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DMH and its contracted agencies need social workers, therapists, and NPs who are culturally and linguistically competent to provide services that are sensitive and responsive to the needs of local communities, with particular focus on issues of ethnicity, age, gender, sexual orientation, and religious/spiritual beliefs. The renewal of the Fiscal Intermediary Agreements with CSULBRF and PGU will further cultivate mental health professionals who are trained in a series of competency-based mental health service delivery models.

CSULBRF and PGU will continue to identify students interested in participating in the DMH Stipend Program. Individuals selected are required to sign a LAC-DMH Stipend Program Agreement, substantially similar to Attachment II, to commit to employment with DMH, or agencies that have a mental health contract with DMH, for at least one (1) calendar year of continuous and satisfactory employment in return for each year of stipend assistance.

The Sole Source Agreement with CSULBRF is necessary as the Foundation has served as the lead agency for the Inter-University Consortium of Social Work Schools, comprised of California State University, Long Beach; University of Southern California; University of California at Los Angeles; California State University, Dominguez Hills; California State University, Los Angeles; and California State University, Northridge. CSULBRF was selected at inception to be the sole liaison between the Inter-University Consortium of Social Work Schools and the DMH Stipend Program for MSW students. In this capacity, CSULBRF provides fiscal intermediary services and supports the recruitment of bilingual and bicultural MSW students to establish careers in the County of Los Angeles public mental health system.

Additionally, CSULBRF was chosen by the DMH Psychiatric Mental Health Nurse Practitioner Project to serve in an expanded capacity to recruit and distribute stipends to NP students. CSULBRF has an established connection with local universities offering NP graduate programs and has demonstrated its proficiency to refer quality students for the County of Los Angeles DMH Stipend Program.

The Sole Source Agreement with PGU is necessary as the university has served as the central and coordinating agency of the MFT Consortium since 1994 and assisted DMH in gaining direct access to MFT students who are bilingual and culturally sensitive. Students recruited and referred by PGU provide mental health services to underserved clients faced with cultural and linguistic barriers. Additionally, this MFT consortium is highly unique as it is comprised of over 25 graduate schools in

Southern California.

The agreement format has been approved as to form by County Counsel. DMH will continue to monitor the contractor's performance to ensure its adherence to, and compliance with, agreement and quality management requirements. The funding will allow PGU to provide stipends to 70 MFT students. CSULBRF will provide 70 MSW and
four (4) NP stipends, with a flexibility to reallocate any un-used stipends by one discipline to the other discipline; NP to MSW or vice versa.

CONTRACTING PROCESS

CSULBRF was selected by the Inter-University Consortium of Social Work Schools to be the lead fiscal representative to collaborate with DMH for MSW and NP students. CSULBRF has access to the most diverse pool of MSW students through its affiliation with the Inter-University Consortium of Social Work as well as its established role as the single fiscal agency assisting DMH to distribute stipends to MSW students (Statement of Work – Exhibit A-1).

PGU was selected by the Consortium of MFT Schools to be the fiscal representative to collaborate with DMH for MFT students. PGU's leadership is central to organizing universities within the Consortium of MFT Schools in the Southern California area, ensuring that DMH will continue to have direct access to the most diverse pool of MFT students preparing for public mental health employment (Statement of Work – Exhibit A-2). An Advance Notification of Intent to Extend Sole Source Contracts was submitted to your Board March 30, 2016 (Attachment III).

The Stipend Agreement By and Between Los Angeles County Department of Mental Health (DMH) and the graduate student (awardee) states that by accepting the stipend and signing the stipend agreement, the student agrees to fulfill the Program obligation, after graduation, through completion of one (1) calendar year of qualifying employment in a DMH operated or DMH contracted agency that provide services to consumers in the DMH designated high need areas or difficult to recruit programs in a county public mental health agency, within the County of Los Angeles. The awardee is initially given three (3) months after graduation to secure qualifying employment. If, after three (3) months, the awardee has not secured qualifying employment within the County of Los Angeles, an extension of time may be requested in writing to DMH.

After the awardee has successfully completed one year of qualifying employment, the awardee is required to provide evidence of completion. If after any modified time frame, the awardee has not secured qualifying employment within the County of Los Angeles, the awardee is subject to payback of the stipend award.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Your Board's authorization to renew these sole source agreements will enhance the continued development efforts for a culturally competent mental health workforce that promotes recovery and wellness for adults and older adults with severe mental illness and resiliency for children and youth with emotional disorders. The Sole Source Checklist has been reviewed (Attachment IV).

Respectfully submitted,

Robin Kay, Ph.D

ROBIN KAY, Ph.D.
Acting Director of Mental Health

RK:DM:ADA:JG

Enclosures

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

ATTACHMENT I

CONTRACTOR:

_____ _____
Contract Number

_____ _____
Reference Number

Business Address:

_____ Supervisorial District _____

_____

COUNTY OF LOS ANGELES

FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING AND STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

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EXHIBITS

Exhibit A:	Statement of Work
Exhibit B:	Safely Surrendered Baby Law Fact Sheet (In English and Spanish)
Exhibit C:	Attestation Regarding Federally Funded Programs
Exhibit D:	Charitable Contributions Certification

COUNTY OF LOS ANGELES

FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING AND STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the

COUNTY OF LOS ANGELES
(hereafter "COUNTY") and

_____

_____
(hereafter "CONTRACTOR").

Business Address:

_____

_____

RECITALS

WHEREAS, pursuant to various provisions of State law, including but not limited to California Welfare and Institutions Code section 5600 et seq., the California Mental Health Services Act and the Medi-Cal Act, Welfare and Institutions Code section 14000 et seq., the County has established through its Department of Mental Health a system of mental health services at County Facilities and through a contracted network of private-sector providers (hereafter collectively "County System of Care;" and

WHEREAS, COUNTY desires to educate and train student interns through placement experiences within the County System of Care which experiences are a required and an integral part of professional academic curricula; and

WHEREAS, it is the purpose of this Agreement to establish a fiscal intermediary for academic training and student professional development programs between COUNTY and CONTRACTOR to further the education and training of student interns; and;

WHEREAS. CONTRACTOR will be responsible for dispersing funds provided under this Agreement to the student interns to be identified by DMH Health Student Professional Development Program Coordinator;

and

WHEREAS, this collaboration between COUNTY and CONTRACTOR will allow COUNTY to proceed with other goals for the education and training of professional staff within the field of mental health; and,

WHEREAS, this Agreement is authorized by California Government Code Section 31000, 53703 and otherwise.

NOW, THEREFORE, COUNTY AND CONTRACTOR agree as follows:

1. SERVICES PROVIDED: CONTRACTOR shall provide students to COUNTY for training purposes as set forth in Exhibit A (STATEMENT OF WORK), which is attached hereto and incorporated by reference.

2. TERM:

A. The term of this Agreement shall commence on ___, 2016 and shall continue in full force and effect through June 30, 2019. Thereafter, this Agreement shall have optional automatic renewal periods for three successive one-year periods, the first commencing July 1, 2019 and continuing through June 30, 2020, and the second commencing July 1, 2020 and continuing through June 30, 2021, the third commencing July 1, 2021 and continuing through June 30, 2022, unless the desire of either party to terminate this Agreement is given in writing to the other party on or before May 31 of any COUNTY fiscal year (July 1 through June 30) in which this Agreement is in effect.

B. 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 Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

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

D. 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 27 (NOTICES).

3. TERMINATION OF AGREEMENT:

A. In any event, either party may at any time terminate this Agreement for any reason by giving at least 90 days written notice to the other party.

B. In the event of any interruption of either party's operations by war, fire, insurrection, labor troubles, riots, the natural elements, acts of God, or, without limiting the foregoing, any other cause beyond either party's control which substantially interferes with such party's ability to fulfill any obligation under this Agreement, such party shall immediately inform the other party, and this Agreement may be terminated immediately by either party by giving written notice to the other party.

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

4. COMPENSATION: In consideration of the performance by CONTRACTOR in a manner satisfactory to COUNTY of the services described in Exhibit A, COUNTY shall pay Contractor as follows:

A. For the term beginning on _____, 2016 through June 30, 2017, total compensation for all services furnished hereunder shall not exceed the sum of $_____.

B. For the term beginning on July 1, 2017 through June 30, 2018, total compensation for all services furnished hereunder shall not exceed the sum of $_____.

C. For the term beginning on July 1, 2018 through June 30, 2019, total compensation for all services furnished hereunder shall not exceed the sum of $_____.

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

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

5. ADMINISTRATION: The Acting Director of DMH or his authorized designee (hereafter collectively "Acting Director") shall have the authority to administer and monitor this Agreement on behalf of COUNTY. CONTRACTOR shall designate in writing a person who shall have the authority to administer this Agreement on behalf of CONTRACTOR. Acting Director and CONTRACTOR may, in writing, agree from time to time among themselves regarding the policies and procedures necessary to implement and otherwise carry out the purposes of this Agreement and shall provide copies of such writings to each other in accordance with Paragraph 18 (NOTICES). Such policies and procedures shall include, but are not limited to:

A. Procedures to implement Paragraph 6 (NOTIFICATION OF TRAINING PROGRAMS).

B. Policies regarding the certification of successful completion of a student's training.

C. Policies regarding student training hours.

D. Policies regarding the availability of each party's services (e.g., telephone, clerical support, etc.) to students.

E. Policies regarding the use of each party's property (e.g., facilities, supplies, equipment, etc.) by students and the responsibility of students to return and/or account for such property.

6. NOTIFICATION OF TRAINING PROGRAMS: Each party shall periodically notify the other party of its available training positions and any prerequisites applicable to students who may be sent for training thereunder.

7. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates, as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to COUNTY's FACILITY(IES) and services under this Agreement. CONTRACTOR shall further ensure that all of its officers, employees, and students, 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.

8. 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. Coverage shall be provided by underwriters with an A.M. Best rating of not less than A:VII unless County's prior approval is obtained. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Mental Health, Contracts Development and Administration Division, 550 S. Vermont Avenue, 5th Floor, Los Angeles, CA 90020, ATTN: Chief of Contracts, prior to commencing services under this Agreement. Contractor also shall notify County within 24 hours of occurrence of, or Contractor's knowledge of, (1) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of monies entrusted to Contractor under the terms of this Agreement, and (2) any other 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.

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

2. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

Employee Dishonesty:	$ 100,000

Forgery or Alteration:	$ 100,000
Theft, Disappearance and Destruction:	$ 100,000

3. Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. 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)

5. 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.

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

9. RECORDS: All records of each party in any way concerning the performance of this Agreement shall be available during normal business hours for inspections and audit by the other party and shall be maintained at a location in Southern California. Such records shall include, but are not limited to:

A. Daily account of the number of person-hours spent by each of CONTRACTOR's students at FACILITY (e.g., record keeping).

B. Student's signature and student's supervisor's signature on record keeping documentation evidencing student's time spent at COUNTY.

C. Semester/quarter reports of:

(1) The name of each student involved during the particular calendar month.

(2) The year of training of each such student.

(3) The total number of person-hours each such student spent at FACILITY.

10. 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.

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

12. 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 B** of this

Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

14. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

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

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

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

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

J. These terms shall also apply to subcontractors of County Contractors.

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

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

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

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

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

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

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

17. REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

A. COUNTY'S PROJECT MANAGER: CONTRACTOR shall report to COUNTY's Project Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by CONTRACTOR, and final acceptance of all documentation and work.

Upon advance approval of the COUNTY Project Manager, COUNTY may provide CONTRACTOR

with reasonable use of certain COUNTY resources, such as reasonable clerical support and use of COUNTY facilities, as determined by the COUNTY Project Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of COUNTY resources by CONTRACTOR shall not relieve CONTRACTOR of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to COUNTY, and shall not affect CONTRACTOR's status as an independent contractor.

COUNTY's Project Manager shall be:

Angelita Diaz-Akahori

Training and Cultural Competency Bureau

B. CONTRACTOR'S PROJECT MANAGER: CONTRACTOR's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of CONTRACTOR's resources, submission of invoices, and resolution of any question/dispute. CONTRACTOR's Project Manager shall be:

_____

_____

_____

_____

18. 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 ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information,

and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" 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.

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, whether oral or recorded in any form or medium, that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present, or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing

that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

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

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

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

1.9 "Use" or "Uses" 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 shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

(c) may, as necessary for the proper management and administration of its business or

to carry out its legal responsibilities:

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 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.

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

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

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

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.538, 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 that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

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

OBLIGATION OF COVERED ENTITY

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

TERM AND TERMINATION

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

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

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

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

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

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of 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 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.

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

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

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

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph

from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

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

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

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

22. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

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

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

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

The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of

Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Acting Director of Mental Health.

24. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

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

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

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

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

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

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

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

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

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

27. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons

named. Acting Director shall have the authority to execute all notices or demands which are required or permitted by COUNTY under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To CONTRACTOR: _____

_____

_____

_____

Attention: _____

To COUNTY: County of Los Angeles

Department of Mental Health

Contracts Development and

Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: Angel Baker, Interim Chief

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Acting 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 _____
ROBIN KAY, PH.D.
Acting Director of Mental Health

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Interim Chief, Contracts Development
and Administration Division

:FISCAL INTERMEDIARY FOR ACADEMIC TRAINING K.doc
(revised 2-29-16)

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
FISCAL INTERMEDIARY FOR ACADEMIC TRAINING AGREEMENT

CALIFORNIA STATE UNIVERSITY, LONG BEACH
RESEARCH FOUNDATION

FY 2016-17
STATEMENT OF WORK

I. Objective:

To establish a fiscal intermediary for academic training between the California State University, Long Beach Research Foundation, hereafter called the "CSULB Research Foundation," and the County of Los Angeles Department of Mental Health, hereafter called "DMH." The CSULB Research Foundation will be responsible for dispersing funds provided under this Agreement to the student stipend recipients to be identified by DMH Student Professional Development Program Coordinator, both Masters of Social Work students (MSW) and Nurse Practitioner students (NP). As consideration for its services as a fiscal intermediary, the CSULB Research Foundation will receive a 15% administrative overhead cost based upon the total amount of stipends issued to students. CSULB Research Foundation agrees to use all funds provided hereunder, less allowable overhead cost reimbursement, for stipends that will be specifically provided to qualifying student stipend awardees of the LA County DMH Stipend Program, both MSW and NP. During the Academic Year, student recipients shall be paid in one lump sum.

II. Contractor's Responsibilities:

The CSULB Research Foundation will be responsible for dispersing funds to the student recipients identified by the DMH Stipend Program Coordinator. Stipends will be dispersed by the CSULB Research Foundation as indicated hereunder; the CSULB Research Foundation shall adhere to the following disbursement schedule for all student recipients:

Stipend Disbursement Schedule: Depending upon the stipend selection process and timing, the CSULB Research Foundation will distribute one lump sum payment to each student recipient during the academic year. The full stipend amount shall be distributed and paid in full before the end of the fiscal year, June 30th of each year, respectively.

The CSULB Research Foundation will be responsible for tracking graduation, completion of the employment payback obligations, and job retention of each stipend recipient. The CSULB Research Foundation will send DMH the graduation and employment payback tracking information regarding the stipend recipients via status report, at the intervals of September, December, and June of the respective academic year. The CSULB Research Foundation will also send to DMH, responses to a job retention survey at the point of one year after the stipend recipient completes the

employment payback obligation.

Any student recipient who fails to fulfill his/her graduation or employment payback obligation, as specified in the Stipend Agreement will, in writing, alert students failing to fulfill the stipend agreement of the need to return the stipend money to the CSULB Research Foundation. The CSULB Research Foundation will accordingly forward all returned or unused stipend funds to DMH within 60 days of when the funds were returned by the student.

It is expected that CSULB Research Foundation will receive the following funds from DMH:

For Academic Year 2016-17:

$1,574,350 will be allocated per this Academic Year. The purpose of this allocation to the Student Professional Development Program is the training of a maximum of 74 full and/or part time student interns per this fiscal year.

74 MSW or NP students will be funded at $18,500	=	$	1,369,000
Administrative Overhead at 15%	=	$	205,350
TOTAL	=	$	1,574,350

UNIVERSITYCOUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
FISCAL INTERMEDIARY FOR ACADEMIC TRAINING AGREEMENT

PHILLIPS GRADUATE UNIVERSITY

FY 2016 – 2017
STATEMENT OF WORK

I. Objective:

To establish a fiscal intermediary for academic training between Phillips Graduate University, hereafter called the "PGU," and the County of Los Angeles Department of Mental Health, hereafter called "DMH." PGU will be responsible for dispersing funds provided under this Agreement to the student stipend recipients to be identified by DMH Student Professional Development Program Coordinator. As consideration for its services as a fiscal intermediary, PGU will receive a 15% administrative overhead cost based upon the total amount of stipends issued to students. PGU agrees to use all funds provided hereunder, less allowable overhead cost reimbursement, for stipends that will be specifically provided to qualifying student stipend awardees of the LA County DMH Stipend Program. During the Academic Year, student recipients shall be paid in one lump sum.

II. Contractor's Responsibilities:

PGU will be responsible for dispersing funds to the student recipients identified by the DMH Stipend Program Coordinator. Stipends will be dispersed by PGU as indicated hereunder; PGU shall adhere to the following disbursement schedule for all student recipients:

Stipend Disbursement Schedule: Depending upon the stipend selection process and timing, PGU will distribute one lump sum payment to each student recipient during the academic year. The full stipend amount shall be distributed and paid in full before the end of the fiscal year, June 30th of each year, respectively.

PGU will be responsible for tracking graduation, completion of the employment payback obligations, and job retention of each stipend recipient. PGU will send DMH the graduation and employment payback tracking information regarding the stipend recipients via status report, at the intervals of September, December, and June of the respective academic year. PGU will also send to DMH, responses to a job retention survey at the point of one year after the stipend recipient completes the employment payback obligation. Any student recipient who fails to fulfill his/her graduation or employment payback obligation, as specified in the

Stipend Agreement will be required to reimburse the full amount of the stipend issued. DMH will be responsible for students who fail to fulfill his/her stipend agreement. PGU will accordingly forward all returned or unused stipend funds to DMH.

It is expected that PGU will receive the following funds from DMH:

For Academic Year 2016-2017:

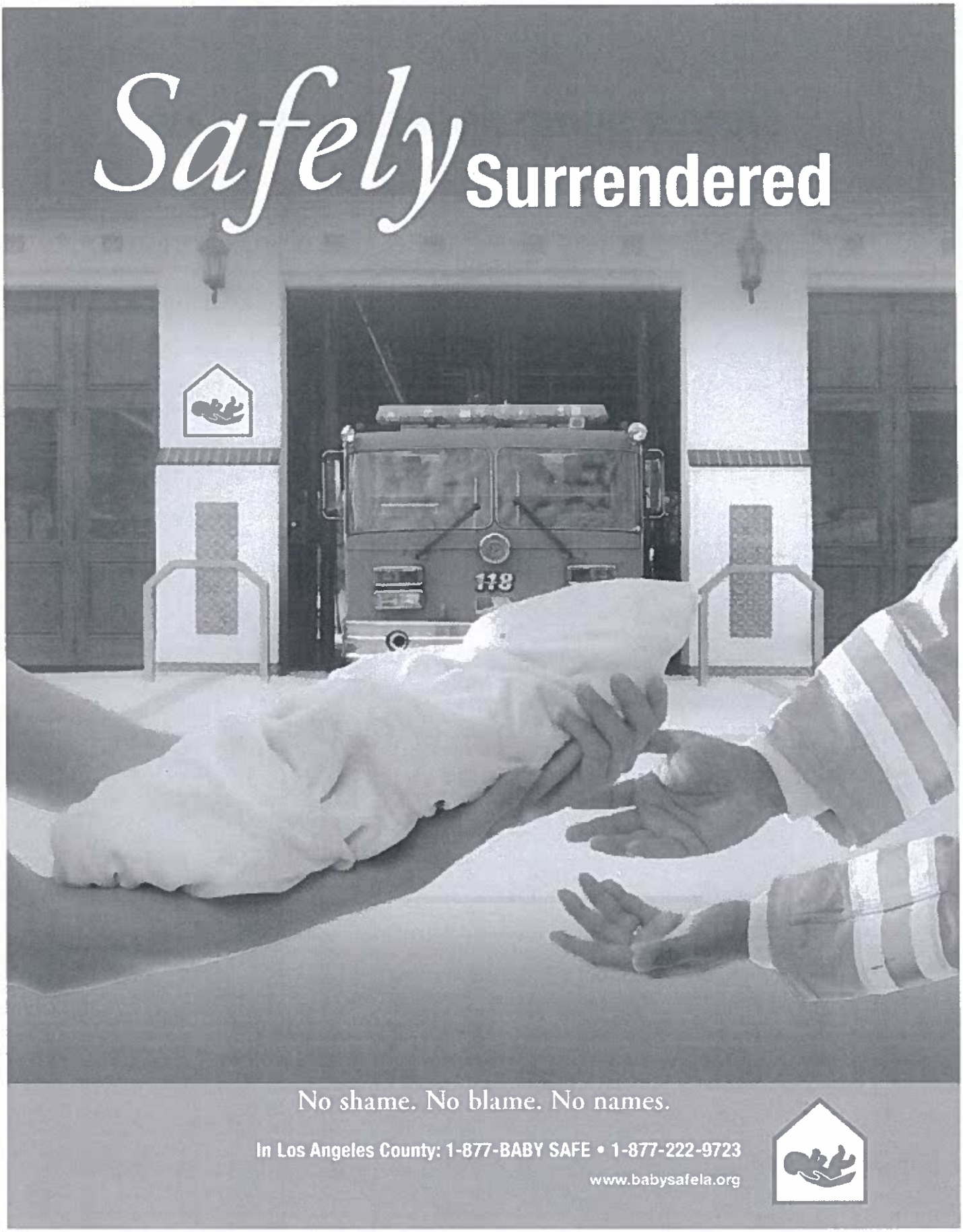
$1,489,250 will be allocated per this Academic Year. The purpose of this allocation to the Student Professional Development Program is the training of a maximum of 70 full and/or part time student interns per this fiscal year.

70 MFT students will be funded at $18,500		$1,295,000
Administrative Overhead at 15%		$ 194,250
TOTAL	=	$ 1,489,250

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

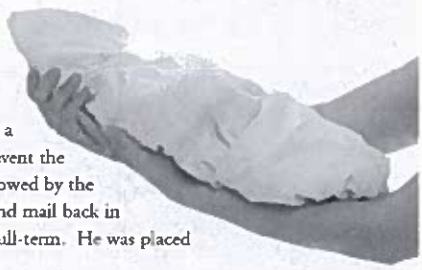
What happens to the parent or surrendering adult?

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

Why is California doing this?

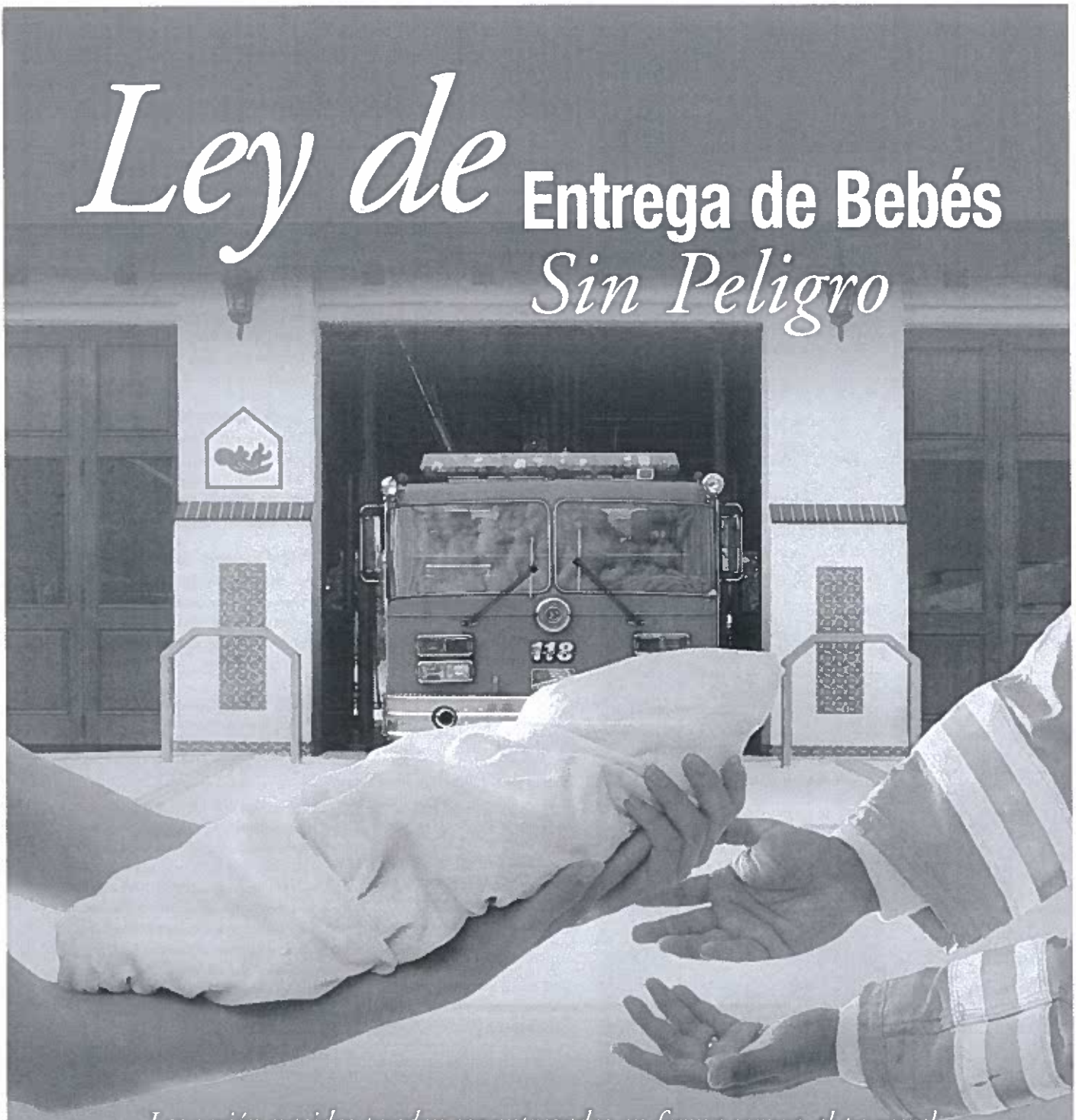
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story



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

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

EXHIBIT C

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

EXHIBIT D

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

Attachment II

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
LAC DMH Stipend Program 201__ – 201___
Agreement By and Between LAC DMH and Stipend Trainee

This AGREEMENT is entered into this ____th day of_____, 201_ by and between Los Angeles County Department of Mental Health (hereinafter referred to as "DMH") and _____(hereinafter referred to as "TRAINEE").

WHEREAS, DMH has identified Workforce, Education and Training MHSA funding to provide stipends for persons placed with DMH and DMH Contract or Affiliated Agencies; and

WHEREAS, DMH desires to improve its mental health services and enhance the skills and professional education of persons preparing for employment in DMH and DMH Contract Agencies; and

WHEREAS, Trainee desires to participate in the Department of Mental Health's Stipend Program;

NOW THEREFORE, DMH and Trainee agree:

I. ADMINISTRATION

The Director of Mental Health, or his duly authorized designee (hereafter collectively "Director"), shall have the authority to administer this Agreement on behalf of DMH.

II. TERM

This Agreement shall commence on the date first hereinabove written and shall continue in full force and effect until trainee has fully performed all his/her duties and obligations described hereunder as paragraph V. determined by the DMH.

III. ATTENDANCE AT UNIVERSITY

Trainee has been attending, and agrees to complete, a course of study at the _____ (hereafter "University") ending not later than _____, leading to an advanced degree in Social Work, Psychology, Marriage and Family Therapy (hereafter "MFT"), Nursing, or other approved discipline.

IV. RESPONSIBILITIES OF LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH

DMH agrees to:

1. Provide Trainee with stipend during the academic year. The stipend will total $ **18,500.00** for the academic year. Stipends will be paid no later than June 30, 201___.

2. Work cooperatively with the University and it's representatives to ensure communication between the University, DMH, and Trainee regarding poor or substandard academic performance, and assist in developing a corrective action plan prior to any action to suspend or terminate trainee's stipend.

3. Assist Trainee by providing information and resources related to: an application for DMH employment, potential employment agencies within designated areas, and qualifying programs meeting employment payback criteria.

V. RESPONSIBILITIES OF TRAINEE

Trainee agrees to:

1. Enroll in and successfully complete all course work and other University requirements that are necessary to obtain an advanced degree in Social Work, Psychology, MFT, Nursing, or other approved discipline. Trainee will forward proof of graduation to the appropriate institution post-graduation; MFTs shall forward respective documents to the Phillips Graduate University (Attn: Jose Luis Flores, M.A., 19900 Plummer Street, Chatsworth, CA 91311).

2. Maintain satisfactory performance in the University's academic program and field placement. Academic program requirements may include use of a personal vehicle as necessary for field placement, which includes maintaining a valid driver's license and vehicle liability insurance.

3. Be screened for employment and participate in the required application and background clearance processes. Render one calendar year of continuous and satisfactory full-time employment with DMH, or an agency that contracts with DMH, to provide public mental health services in a position designated by the Director, in exchange for the one time tuition support and/or stipend. Commitment for employment shall be with the Los Angeles County public mental health system and/or current contract providers of the public mental health system, and does not include any other public or private agency or County agency either in California or elsewhere. Employment payback options may be designated as any geographic area or program within the public mental health system in the order or priority as established by the Director. Employment in all such positions shall be subject to all applicable County Civil Service rules and the public mental health system policies. Any Trainee convicted of any violent crime may be terminated from the Stipend Program.

4. Trainee agrees to make a good faith effort[1] to seek, apply for, accept, and provide evidence of employment within one of the priority areas within three (3) months of graduation from the University (see III, Attendance at University). It is primarily the Trainee's responsibility to seek out and obtain employment with a DMH or DMH Contract Agency within this (3) three-month period.

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[1] "Good Faith Effort" as used in paragraphs 4, 5, and 7 and section VIII will include making applications to all qualifying county public mental health agencies within the County of Los Angeles and keeping satisfactory documentation of the employment search as outlined in footnote 2.

5. If Trainee has not secured employment within three (3) months of graduation in a county public mental health agency, Trainee is subject to payback. However, if Trainee has demonstrated that a good faith effort to secure employment has been made, then Trainee may request a modification of the time frame by which qualifying employment must be obtained. Modifications of the agreement will be for a specific time frame beyond the initial three (3) month period, and determined by the Director. DMH may deny the request. If a modification of the time frame is granted by DMH, Trainee must engage in an on-going comprehensive employment search of all qualifying agencies throughout the County of Los Angeles during the modified time frame, and provide satisfactory documentation. [2] If the request for modification is denied by the Director, Trainee must begin payback.

6. Trainee, upon obtaining employment, will forward verification of employment to the respective fiscal intermediary institution; MFTs to Phillips Graduate University. Upon completion of one calendar year of continuous and satisfactory full-time employment, trainee will forward the DMH Employment Verification Form to the respective fiscal intermediary institution (MFTs to Phillips Graduate University).

7. If Trainee has not secured a qualifying employment in a county public mental health agency, or a community-based organization under contract to a county public mental health agency within the County of Los Angeles, within the modified time frame, Trainee must begin payback.

8. Repay DMH the total amount of the financial aid paid by the DMH if: academic performance as determined by the University or field placement performance as determined by DMH, in conjunction with University, is not completed or is unsatisfactory, Trainee fails to obtain employment, Trainee fails to qualify for employment, employment is declined by Trainee, or if employment is terminated due to unsatisfactory performance.

9. Provide DMH and The Phillips Graduate University with permanent and updated contact information until all employment or payback obligations are met.

VI. UNSATISFACTORY PERFORMANCE

Unsatisfactory performance includes but is not limited to: poor attendance, poor field placement performance, poor academic performance, inadequate professional performance, conviction of a felony or misdemeanor crime that would disqualify an individual from service in a county public

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[2] " Satisfactory documentation" or "Satisfactory documentation of a comprehensive employment search" as referenced in paragraph 5 must include names of all agencies contacted during the search period, dates of contact, positions applied for, and names and telephone numbers of persons contacted during the entire employment search period. Copies of written and/or electronic correspondence are necessary as supporting documentation.

mental health agency, or improper conduct as described by County Code/Merit System or Classified Personnel System.

VII. SUSPENSION OF FINANCIAL AID PAYMENT

DMH has the right to suspend or terminate the stipend payments if Trainee is not performing satisfactorily. If DMH decides that the Trainee is not performing satisfactorily because of a problem that can be corrected, DMH reserves the right to suspend the stipend payments until the problem is resolved. DMH agrees to notify Trainee of suspension or termination of stipend prior to action.

VIII. OPTIONS TO REPAY FINANCIAL AID

If Trainee does not graduate at the completion of the academic year because of termination of enrollment from the University for any reason, then Trainee shall pay DMH at an agreed upon amount each month, the total stipend amount paid by DMH during the academic year, plus interest on the unpaid balance at the rate of (7) seven percent per annum from and after the date of termination of enrollment.

The agreement upon monthly payments shall be in an amount sufficient that the total amount shall be re-paid to DMH in equal monthly payments over a period not to exceed (5) five years. If the Trainee fails without written approval of DMH to make any scheduled monthly payment, then the total financial aid amount still owed becomes immediately due and payable. Trainee authorizes DMH to recover the total accrued amount still owed, plus interest, by any means provided by law.

Upon graduation, if Trainee: fails to secure employment in three months, within DMH or a Contract Agency, does not make a good faith effort to obtain qualifying employment, declines qualifying employment, does not qualify for a position within DMH or a Contract Agency under applicable County Civil Service rules or DMH policies, voluntarily terminates employment or is discharged under applicable County Civil Service rules, or fails to respond to requests by DMH or the Phillips Graduate University to provide evidence of qualifying employment, all of the stipend amount owed to DMH shall become due and payable immediately upon such failure to qualify, failure to respond, refusal, termination, or discharge. (Failure to qualify includes failed the interview, medical examination or Civil Service Examinations.) The unpaid balance of such shall accrue interest at the rate of (7) seven percent per annum from and after the date due and payable upon failure to qualify for, refusal of, termination or discharge from.

Trainee authorizes DMH to recover the accrued amount owed, plus interest, either by withholding such total sum due from any amount owed to Trainee for accrued unpaid earnings if Trainee is employed by DMH, or by obtaining such total due by any means provided by law. Upon DMH's written agreement, Trainee can pay the amount owed to DMH plus interest on the unpaid balance at the rate of (7) seven percent per annum and after the date of termination or graduation, at an agreed upon monthly amount. If there has been a partial fulfillment of the work commitment, the amount owed will be prorated.

The agreed upon monthly payments shall be in an amount sufficient that equal monthly payments shall be paid to the DMH over a period not to exceed five years.

Student's Initial: ___ C2

IX. COUNTY'S COLLECTION CHARGES

In the event that Trainee fails to make any payment to DMH, then DMH in its sole discretion may charge Trainee for all costs to collect the total financial aid amount due and Trainee shall pay DMH such collection costs as determined by DMH. DMH, or its fiscal agent, may report delinquent repayment status to available credit bureaus.

X. VOLUNTARY LEAVE OF ABSENCE

If Trainee takes a voluntary leave of absence from the University and delays graduation, or takes a voluntary leave of absence anytime during the one year full time employment payback, he/she must notify DMH and either request a "hardship deferment" that defers the work commitment for the time period of the leave of absence, not to exceed more than one year, or repay the financial aid according to repayment procedures. All voluntary leave of absences must be submitted in writing and approved by the Director.

XI. DEPARTMENT OF MENTAL HEALTH BUDGET CUTS

If Trainee's employment is terminated due to DMH budget cuts, or Contract Agency budgetary cuts, then Trainee shall be released from further performance of this Agreement and no further repayment to DMH for Trainee's stipend shall be required. Verification of termination due to budgetary cuts will be required in writing from the respective agency director.

XII. TRAINEE'S DISABILITY OR DEATH

If Trainee's failure to graduate during the academic term or to render the applicable period of employment in the public mental health system for repayment of the said stipend to DMH is caused by Trainee's death or physical or mental disability, as certified by a licensed physician and as approved by Director, the Trainee or Trainee's estate shall be released from further performance of this Agreement and no further repayment to DMH for this agreement shall be required.
If Trainee's failure to graduate or render employment is caused by Trainee's temporary disability (including maternity leave), as certified by a licensed physician and as approved by Director, then DMH agrees to defer work commitment as repayment of the stipend for up to one year.

Student's Initial: ___ C2

REVIEW AND ACKNOWLEDGEMENT

Trainee will review these statements and indicate by initials that he/she has read the foregoing Contract and agrees to be bound by its provisions, including, but not limited to, the following:

Initials **Employment Repayment Obligations**

_____ Trainee will fulfill the Program obligation after graduation through completion of one (1) calendar year of qualifying employment.

_____ After graduation, Trainee will seek, apply for, accept, and provide evidence of qualifying employment in a county public mental health agency, within the County of Los Angeles as described in the contract.

_____ After Trainee has completed one year of qualifying employment, Trainee will provide evidence of completion of the one year of qualifying employment.

_____ Upon request by DMH and The Phillips Graduate University, Trainee will provide written documentation of the entire employment search as outlined in this contract.

_____ If, after three (3) months of graduation, Trainee has not secured qualifying employment within the County of Los Angeles, Trainee is subject to payback. However, if a good faith effort has been made to obtain qualifying employment and Trainee has not yet secured qualifying employment, Trainee may request in writing to the DMH a modification of the time frame by which qualifying employment must be obtained. Modifications must be specific and approved by the Director. The DMH may deny the request. If a modification of time is approved by DMH, an on-going comprehensive search for qualifying employment within all qualifying agencies of the County of Los Angeles must be made within the modified time frame. DMH's decision is final.

_____ Up to 365 days after graduation, if Trainee has not secured qualifying employment within the County of Los Angeles during the modified time frame, Trainee must enter into payback.

_____ If Trainee or Graduate enters into a payback agreement and fails, without written approval of the DMH, to make any scheduled monthly payment according to the repayment agreement, the total amount still owed shall become immediately due and payable.

_____ By entering into this Agreement with the DMH, Trainee hereby authorizes the DMH or its fiscal agent to recover the total accrued amount still owed plus interest, and applicable costs, by any means provided by law.

_____ Trainee will inform the DMH and The Phillips Graduate University of any change in name, address, or phone number until such time as employment obligation has been fulfilled or any amount owed under this agreement is paid in full or otherwise retired.

_____ Trainee agrees to promptly respond to requests from the DMH or The Phillips Graduate University to verify completion of employment obligation, program compliance or general inquiries within a week of the request.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the County Director of Mental Health and Trainee has caused this Agreement to be subscribed in his/her behalf the day, month and year first above written.

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

_____ _____
Robin Kay, Ph.D. Date
Acting Director of Mental Health

_____ _____
Trainee Signature Date

_____ _____
DMH Representative Signature Date

Student's Initial: ___ C2

LAC DMH Stipend Program 201# – 201#

Name _____

Home Address _____

_____

Telephone Number (home) _____

Telephone Number (cell) _____

Email (school) _____

Email (personal) _____

Social Security Number _____

Driver's License Number _____

Insurance Agency _____

Name address and telephone number of two contact persons (spouse or closest relative):

1) Name _____

Relationship _____

Address _____

Telephone _____

2) Name _____

Relationship _____

Address _____

Telephone _____

I will keep in regular contact with DMH and The Phillips Graduate University.

Trainee Signature_____ Date _____

Student's Initial: ___ C2

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

ROBIN KAY, Ph.D.
Acting Director
DENNIS MURATA, M.S.W.
Acting Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

March 30, 2016

TO: Each Supervisor

FROM: Robin Kay, Ph.D.
Acting Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO EXTEND A SOLE SOURCE CONTRACT WITH CALIFORNIA STATE UNIVERSITY, LONG BEACH RESEARCH FOUNDATION AND PHILLIPS GRADUATE UNIVERSITY**

This memo is to comply with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, which requires a six-month advance notice to the Board of an expiring agreement. It is the Department of Mental Health's (DMH) intent to return to your Board within the next six months to request Board approval to extend the sole source Fiscal Intermediary Agreements with California State University, Long Beach Research Foundation (CSULBRF) and Phillips Graduate University (PGU) for the provisions of dispersing funds to student stipend recipients identified by the DMH Student Professional Development Program (SPDP) for the Masters of Social Work (MSW) students, Nurse Practitioner (NP) students, and Marriage and Family Therapist (MFT) students. The agreement term will be for Fiscal Years 2016-17, 2017-18, and 2018-19. The current CSULBRF and PGU Fiscal Intermediary Agreements (MH190075 and MH190074) are due to expire on June 30, 2016.

CSULBRF is the lead agency for the Inter-University consortium of Social Work Schools, comprised of California State University, Long Beach; University of Southern California; University of California at Los Angeles; California State University, Dominguez Hills; California State University, Los Angeles; and California State University, Northridge. CSULBRF is the sole liaison between the Inter-University Consortium of Social Work Schools and DMH Student Professional Development Program for MSW students. In this capacity, CSULBRF provides fiscal intermediary services and supports the recruitment of bilingual and bicultural MSW students to establish careers in the County of Los Angeles public mental health system. Additionally, CSULBRF was chosen by the DMH Psychiatric Mental Health Nurse Practitioner Project to serve in an expanded capacity to recruit and distribute stipends to NP students. CSULBRF has an established connection with local universities offering NP graduate programs referring quality students for the County of Los Angeles DMH Stipend Program.

PGU is the lead school of the MFT consortium and assisted DMH in gaining direct access to MFT students who are bilingual and biculturally sensitive since 1994. Students recruited and referred by PGU provide mental health services to underserved consumers faced with cultural and linguistic barriers. Additionally, this MFT consortium is highly unique as it is comprised of over 25 graduate schools in southern California. PGU was selected by the consortium of MFT Schools to be the fiscal representative to collaborate with DMH for MFT students. PGU's leadership is central to organizing universities within the Consortium of MFT Schools in the southern California area, ensuring that DMH will continue to have direct access to the most diverse pool of MFT students preparing for public mental health employment.

Unless otherwise instructed by your Board, DMH will proceed with its intention to enter into sole source agreements with CSUBLRF and PGU effective July 1, 2016. DMH will work closely with both County Counsel and the Chief Executive Office in the contracting process.

If, however, the Board denies DMH authority to enter into another sole source contract with CSULBRF or PGU, then DMH will be unable to disperse stipends to students participating in these programs and will eventually lose a pool of potential mental health professionals seeking employment in the public health system.

If you have any questions or require additional information, please contact me at (213) 738-4108, or your staff may contact Angel Baker, Interim Chief, Contracts Development and Administration Division, at (213) 738-4684.

RK:DM:AB:DH:yl

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Chairperson, Mental Health Commission
Dennis Murata, M.S.W.
Angel Baker

ATTACHMENT IV

SOLE SOURCE CHECKLIST
California State University, Long Beach Research Foundation
Phillips Graduate University

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS *Identify applicable justification and provide documentation for each checked item.*
X	➢ Only one bona fide source for the service exists; performance and price competition are not available. The California State University, Long Beach Research Foundation (CSULBRF) is the lead agency and sole liaison with the Inter-University Consortium of Social Work Schools (which includes California State University, Long Beach). Accordingly, CSULBF is the only source that can act as fiscal intermediary to dispense stipend funds to student recipients in DMH's student professional development program for masters of social work students, and in DMH's psychiatric mental health nurse practitioner project. Philips Graduate University is the lead agency and sole liaison with the Marriage and Family Therapists graduate school consortium (which includes Phillips Graduate University.) Accordingly, Phillips is the only source that can act as fiscal intermediary to dispense stipend funds to student recipients in DMH's student professional development program for marriage and family therapists.
	➢ Quick action is required (emergency situation).
	➢ Proposals have been solicited but no satisfactory proposals were received.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➢ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➢ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➢ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	➢ Other reason. Please explain:

Authorized Representative, Chief Executive Officer — Date: 9/22/16