**COUNTY OF LOS ANGELES**

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

BOARD OF SUPERVISORS

GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

**DEPARTMENT OF MENTAL HEALTH**

http://dmh.lacounty.gov

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To:
Fax:

November 03, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 NOVEMBER 3, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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:

**APPROVE AN AGREEMENT WITH**
**LOS ANGELES UNIFIED SCHOOL DISTRICT**
**FOR FISCAL YEARS 2009-10 AND 2010-11**
**(SUPERVISORIAL DISTRICT 2)**
**(3 VOTES)**

**SUBJECT**

Request approval of an agreement with Los Angeles Unified School District to provide coordination and consultative mental health services under the Federal Safe Schools-Healthy Students grant.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director of Mental Health, or his designee, to sign and execute the attached Agreement with the Los Angeles Unified School District (LAUSD) in the amount of $123,250 annually for Fiscal Years (FYs) 2009-10 and 2010-11, to provide coordination and consultative mental health services at Washington Preparatory High School.

2. Approve and authorize the Department of Mental Health (DMH) to fill one ordinance position at the level of Clinical Psychologist II to provide coordination and consultative mental health services, in excess of what is provided for in DMH's staffing ordinance, pursuant to Section 6.06.020 of the County Code and subject to allocation by the Chief Executive Office (CEO).

3. Delegate authority to the Director of Mental Health, or his designee, to extend the Agreement with LAUSD for the utilization of the Federal Safe Schools-Healthy Students grant funding to continue providing access to mental health services for students should LAUSD also continue the Agreement, subject to prior review and approval by County Counsel and CEO, or their designees, and notification to your Board within 30 days after the execution of any extension.

4. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute amendments to the Agreement for FYs 2009-10 and 2010-11 provided that: 1) changes are to improve operational efficiencies, add clarity, and/or correct errors and omissions; 2) revisions and new provisions are consistent with the related funding agreement (State laws and regulations, County Ordinance, or Board policy); 3) approval of County Counsel and the CEO, or their designees, is obtained prior to any such Amendment; and 4) the Director of Mental Health notifies your Board of Agreement changes in writing within 30 days after the execution of each Amendment.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Board approval of the first and second recommendations will allow DMH to be reimbursed by LAUSD for DMH's provision of a clinical psychologist who will coordinate the navigation of mental health services. The navigator will also provide specialized services to support and assist in the effective access of evidence-based mental health practices for students meeting eligibility for such services within the Washington Preparatory High School Complex. The position is grant funded and will be budgeted and hired as a grant item accordingly.

LAUSD received the Safe Schools-Healthy Students grant from the U.S. Department of Education (DED) for four years, totaling $2,210,033 annually. LAUSD's grant from the DED was approved by LAUSD's Board on September 22, 2009. LAUSD identified Washington Preparatory High School in a portion of their grant application because, in consultation with the office of the Second Supervisorial District about community needs, LAUSD feels this site presents a good opportunity to benefit from enhanced mental health services navigation at this time.

Approval of the third and fourth recommendations will delegate authority to DMH to extend the Agreement should LAUSD continue the Agreement for two years, and make future changes to the Agreement for necessary changes as requested from oversight agencies, such as LAUSD and DED, contingent upon County Counsel and CEO approval.

**Implementation of Strategic Plan Goals**

The recommended actions are consistent with the County Strategic Plan Goal 2, Children, Family, and Adult Well-Being and Goal 4, Health and Mental Health.

## FISCAL IMPACT/FINANCING

There is no increase in net County cost. The Agreement amount of $123,250 annually is for one full-time equivalent and associated services and supplies for operating costs, fully funded by LAUSD from the Safe Schools-Healthy Students grant awarded to them by DED. Funding for FY 2009-10 will be allocated in the mid-year budget adjustment for DMH and funding for FY 2010-11 will be included in the annual budget process.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Agreement with LAUSD will be effective from November 4, 2009, through November 3, 2011. The Agreement contains language to specifically allow LAUSD the right to examine and audit all of the books, records, documents, and other DMH evidence sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the Agreement.

The Safe Schools-Healthy Students grant supports drug abuse and violence prevention activities among school age youth. The grant will help communities design and implement comprehensive education, mental health, social services, law enforcement and juvenile justice services for youth to promote healthy childhood development, foster resilience, and prevent youth violence.

LAUSD will fund a full-time mental health navigator at Washington Preparatory High School, at the level of Clinical Psychologist II, to assess student needs and direct students and families to appropriate services, and to participate with LAUSD in assessing the performance of the program. The mental health navigator will provide consultation in conjunction with LAUSD, the Department of Probation and law enforcement agencies. These public entities will participate in comprehensive case planning designed to provide students, the school and their families with a network of effective services, supports and activities that help students develop the skills and emotional resilience necessary to promote positive mental health, engage in pro-social behavior, and prevent violent behavior and drug use.

The Agreement has been approved as to form by County Counsel. The proposed actions have been approved by the CEO and County Counsel.

**CONTRACTING PROCESS**

LAUSD, in order to fulfill its obligations under the DED grant, desires to engage DMH to provide a mental health navigator to provide case management, assessments, and mental health consultative services at Washington Preparatory High School.

The grant was awarded to LAUSD for four years and the funding will end on June 30, 2013. The current Agreement is for two years, and it is expected that the LAUSD Superintendent will continue the Agreement for two additional years.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval will result in augmentation of mental health services to students in the LAUSD Washington Preparatory High School Complex. DMH's participation in the Safe Schools-Healthy Students grant will allow DMH to be an integral participant in this multi-agency partnership in curbing violence and drug use in schools.

Respectfully submitted,

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

MJS:ST:MM:RK

Enclosures

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

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of November 4, 2009 between

**COUNTY OF LOS ANGELES**
**DEPARTMENT OF MENTAL HEALTH**
550 S. Vermont Avenue, 5th Floor
Los Angeles, California 90020

hereinafter referred to as the "Contractor," and

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

hereinafter referred to as the "District."

WHEREAS the District is authorized by Government Code Section 53060 to contract with an independent contractor specially trained to perform special services required; and WHEREAS the Contractor is specially trained and experienced and competent to perform the special services pursuant to this Agreement; therefore the parties hereto agree as follows:

1. PERIOD OF AGREEMENT shall be from November 4, 2009 through November 3, 2011.

2. DUTIES OF THE CONTRACTOR shall be to provide services in accordance with EXHIBIT A, which is attached hereto and made a part hereof.

   The performance of these duties shall be at times and places within the limits of District policy at the discretion of the Contractor.

3. LIABILITY The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this Agreement whether caused by the District, its officers, employees, or by third persons.

4. STAFFING Contractor shall be solely responsible for staff providing services under this Agreement. Contractor certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services and that personnel providing clinic and/or counseling services are licensed or otherwise legally qualified. Contractor certifies that it shall provide adequate supervision of the staff and/or trainees. Contractor certifies that its staff will follow legal guidelines on reporting child abuse/neglect.

   Contractor certifies that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel shall provide evidence of freedom from tuberculosis within six (6) months of starting service at the school site.

   Contractor assumes full responsibility for workers' compensation insurance and for payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor's staff and/or trainees providing services under this Agreement.

District shall have the right to accept or reject the assignment of any Contractor personnel. District shall have the right to remove any Contractor personnel from District premises and to preclude any Contractor personnel from performing services under this Agreement. Contractor shall immediately comply with any such request, and shall provide replacement personnel within a reasonable time.

5. INDEPENDENT CONTRACTOR While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which the District's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for workers' compensation insurance, and payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor's employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify the District for all costs and any penalties arising from audits by State and/or Federal tax entities related to services provided by Contractor's employees and agents under this Agreement.

6. CONTRACT VALUE The District shall pay the Contractor on a time and material basis with a not-to-exceed amount of $246,500.00, in accordance with EXHIBIT A, which is attached hereto and made a part hereof. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the Local District Superintendent or designee. The District will process payment within 45 days of receipt of invoice(s), which meet the requirements of this Section, so long as the District has on file a fully executed contract for the invoiced services. Invoices must (a) reference this Agreement number and/or the related purchase order number, (b) be signed and submitted by the Contractor to the locations identified below, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of this Agreement.

   Expenses shall be itemized and documented when invoiced. Out-of-town travel and per diem shall be directed in writing in advance by the Sponsor and may include necessary airfare (coach class) or mileage, reasonable lodging, transportation and meal expense. Airfare, meals, lodging and other covered expenses shall be documented with receipts. District guidelines of reasonable costs of travel and per diem expenses are as follows:

   - Airfare (coach class)
   - Mileage at the federal rate
   - Reasonable lodging not to exceed $110.00 per day
   - Meal expenses not to exceed $50.00 per day

   Any invoice(s) failing to meet the requirements set forth in this Section will not be considered for payment within 45 days and may be rejected and/or returned to the vendor. Additional documentation shall be furnished by the Contractor to the District's Accounts Payable Branch upon request.

| Mail Original Invoice(s) and Two (2) Copies to: | Mail One (1) Copy of Invoice(s) to: |
|---|---|
| Los Angeles Unified School District | Los Angeles Unified School District |
| Accounts Payable Branch | Local District 8 |
| 333 S. Beaudry Ave., 27th Floor | 1208 Magnolia Ave. |
| Los Angeles, CA 90017 | Gardena, CA 90247 |
| | ATTN: Linda Del Cueto, Superintendent |

7. RIGHTS TO REPORTS Contractor is granted a royalty-free, nonexclusive, irrevocable worldwide license to reproduce, prepare derivative works, and distribute copies to the public.

8. CONFLICT OF INTEREST Contractor represents that Contractor has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement, or employed by Contractor. Contractor shall not conduct or solicit any non-District business while on District property or time.

   Contractor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

   Contractor warrants that it has not directly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the District any cash or noncash gratuity or payment with view toward securing any business from the District or influencing such person with respect to this Agreement. Any breach of this warranty shall be a material breach of each and every contract between the District and Contractor.

   As a condition to the Agreement, Contractor agrees to fully comply with the Los Angeles Unified School District's "Contractor Code of Conduct," which is attached hereto as EXHIBIT B and made a part hereof.

   Should a conflict of interest issue arise, Contractor agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

   Failure to comply with the provisions of this Section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the District may have.

9. AUDIT AND INSPECTION OF RECORDS The Contractor shall maintain and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the Agreement.

   The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to the District at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least three (3) years from and after final payment or if the Agreement is terminated in whole or in part until three (3) years after final agreement close-out.

After making reasonable requests, the District's rights under this Section shall also include access to interviewing the Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this Agreement until such evidence/documents are provided to the District. The Contractor shall obtain from its subcontractors and suppliers written agreements to the requirements of this Section and shall provide a copy of such agreements to the District upon request by the District.

10. CONFIDENTIALITY

10.1 This Agreement, all communications and information obtained by Contractor from the District relating to this Agreement, and all information developed by Contractor under this Agreement, are confidential. Except as provided in Subsection 10.3, without the prior written consent of an authorized representative of the District, Contractor shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as allowed by law. Prior to any disclosure of such matter, whether as allowed by law or otherwise, Contractor shall inform the District, in writing, of the nature and reasons for such disclosure. Contractor shall not use any communications or information obtained from the District for any purpose other than the performance of this Agreement, without the District's written prior consent.

10.2 At the conclusion of the performance of this Agreement, Contractor shall return to District all written materials constituting or incorporating any communications or information obtained from the District. Upon the District's specific approval, Contractor may retain copies of such materials, subject to the requirements of Subsection 10.1.

10.3 Contractor may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the performance of the subcontractor's work. Prior to any disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 10.1 and shall provide a copy of such agreement to the District.

10.4 Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information, which relates to this Agreement without the prior written approval of the District.

10.5 Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by the District hereunder shall survive termination of this Agreement.

10.6 Contractor represents that it shall conform to the terms of the District's Information Protection Policy dated December 5, 2006, a copy of which is attached hereto as Exhibit C.

11. EVALUATION The Contractor acknowledges that the presentation or services may be evaluated by the participants, the Sponsor, the District's Research and Planning Division or any other District offices or schools and understands that the results of the evaluation may be made available to the Contractor, other schools and offices within the District, and other school districts and agencies upon request. The Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

12. EQUAL EMPLOYMENT OPPORTUNITY It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable Federal and State laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

13. TERMINATION FOR CONVENIENCE

13.1 The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Contractor shall:

i. immediately discontinue all services affected (unless the notice directs otherwise) and

ii. deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Contractor of such notice.

13.2 If the termination is for the convenience of the District, Contractor shall submit a final invoice within 60 days of termination and upon approval by the District, the District shall pay the Contractor the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

13.3 The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Contractor in accordance with this Section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

14. TERMINATION FOR DEFAULT

14.1 The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:

i. immediately discontinue all services affected (unless the notice directs otherwise) and

ii. deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Contractor of such notice.

14.2 If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs

or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum, which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

14.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior Section, Termination for Convenience.

14.4 The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Contractor in accordance with this Section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

15. ASSIGNMENTS Neither the performance of this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other.

16. GOVERNING LAW The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.

17. ENTIRE AGREEMENT/AMENDMENT This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.

The complete Agreement between these parties includes (1) this "Agreement for Professional Services, **#1000119**" (2) Exhibit A listing and/or describing Contractor's services and related materials and corresponding prices hereunder, and (3) any other exhibits identified in this Agreement. Any of these documents shall be interpreted to include all provisions of the other included documents as though fully set out therein. In the event of any inconsistency between the documents that constitute this Agreement, the following order of precedence shall apply: (1), (2), and (3).

18. SEVERABILITY If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Agreement shall nevertheless subsist and continue in full force and effect.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD

The following certification is applicable only to contracts for $25,000 or more, which are funded by Federal funds:

By signing this Agreement, the Contractor certifies that:

(A) The Contractor and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(B) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

20. REPRESENTATIONS, WARRANTIES AND COVENANTS

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor represents, warrants, and covenants to the District as follows:

20.1 Compliance with Laws and Regulations

At all times during the term of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws and regulations during its performance of all work contemplated by EXHIBIT A to this Agreement ("Work"). Contractor represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Contractor shall insure that all subcontractors performing Work under this Agreement are properly licensed to perform such Work. Contractor shall provide District with all reasonable assistance in complying with all applicable Federal, State, and local laws and regulations.

20.2 Noninfringement

The Work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

20.3 Authority

Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

20.4 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any Federal, State, Municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Contractor's ability to complete the transactions contemplated by this Agreement, or restrict the District's right to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

21. DISTRICT DATA Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, any data or other material furnished by the District for use by Contractor under this Agreement shall remain the sole property of the District and will be held in confidence in accordance with Section 10 of this Agreement.

22. INDEMNIFICATION

22. INDEMNIFICATION

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor shall indemnify the District as follows:

22.1 General Indemnity

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of §895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement as defined by § 895 of said Code, the parties hereto , as between themselves, pursuant to the authorization contained in §895.4 and §895.6 of said Code, will each assume the full liability imposed upon it, or any of it's officers, agents or employees by law for injury caused by negligent or wrongful act, or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of §895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said §895.2. The provision of §2778 of the California Civil Code is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

22.2 Insurance

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus, (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work of any component or part thereof:

A. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:

$1,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 med expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate
$3,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than $1 million per occurrence.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and Federal laws.

Part A—Statutory Limits
Part B—$1,000,000/$1,000,000/$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

D. Errors & Omissions (Professional Liability) coverage, when applicable, with the following limits:

$1,000,000 per occurrence/$1,000,000 aggregate

E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in clauses A and B above shall name the District and the Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

23. SECURITY Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at the District's premises and shall comply with the District's security policies and procedures if granted access to the District's computer or communications networks.

24. FINGERPRINTING

The Contractor shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

A. Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

B. Prohibit employees of Contractor from coming into contact with pupils until the CDOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1;

C. Certify in writing to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and

D. Provide a list of the names of Contractor's employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for employee changes and shall list employees by appropriate school site.

E. The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

25. BUDGET REDUCTIONS In the event that, in the current or any subsequent fiscal year, the Board of Education fails to appropriate sufficient funds to fund the Agreement, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, the District may either (a) terminate the Agreement, without further liability to the District, or (b) propose an amendment to the Agreement for an amended definition of the Work and at a lower price. Any such amendment shall require the mutual agreement of the parties. Further, if the Board of Education suspends payments to

contractors due to budget cutbacks, the District shall have the option to suspend performance of the Agreement and suspend payments to the Contractor until the Board of Education rescinds the suspension. In any event, the Contractor shall be paid in accordance with the Agreement for Work performed through the date of termination, amendment, or suspension of payments. In no event shall the District be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

26. ADDITIONAL PROVISIONS FOR CONTRACTS SUPPORTED BY FEDERAL GRANT FUNDS
This Agreement and performance under this Agreement shall comply with Title 34, Code of Federal Regulations, Part 80, Subsections 80.36(i)(3)-(i)(13) to the extent applicable.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

| -DISTRICT- | -CONTRACTOR- |
|---|---|
| **LOS ANGELES UNIFIED SCHOOL DISTRICT** | **COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH** |
| BY LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION | BY _____ |
| BY _____ | _____ (PRINT NAME) |
| Peter D. Dale<br>Director, Procurement Management Branch | TITLE _____ |
| | Fed. I.D. #: _____ |
| Dated _____ | Dated _____ |

**LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH**
**Scope of Work for**
**Local District 8**
**Los Angeles Unified School District**
**(November 4, 2009-November 3, 2011)**

1. **PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to maintain within the Los Angeles Unified School District the services of one (1) Clinical Psychologist, Navigator assigned to Washington Preparatory High School complex. This Clinical Psychologist will provide specialized services of Los Angeles County DMH Navigator to support and assists in the effective access of evidence based mental health practices for students meeting eligibility for such services within the Washington High School Complex.

2. **STATEMENT OF WORK**

(a) COUNTY shall provide, on behalf of DISTRICT, the services of one (1) Clinical Psychologist, Navigator assigned to Washington Preparatory High School complex. This Clinical Psychologist will provide specialized services of Los Angeles County DMH Navigator to support and assists in the effective access of evidence based mental health practices for students meeting eligibility for such services within the Washington High School Complex.

The responsibilities of the DMH Navigator will be:

(b) The DMH Navigator is a Licensed Clinical Psychologist who will:

(c) Coordinate the outreach efforts to school staff, parents and students to inform and promote the need for and availability of mental health services within the Washington Complex.

(d) Enhance partner collaboration and service effectiveness by providing clinical consultation, resource and referral information, system navigation support and technical assistance.

(e) Participate in the multidisciplinary team process for coordinated services planning, referral and linkage for students connected with other systems such as the Department of Child and Family Services (DCFS) and Probation.

(f) Facilitate and trouble shoot referrals for intensive in-home programs such as Full Service Partnership (FSP), the Children's Comprehensive Services Program (CCSP), Wraparound, System of Care and Family Preservation.

(g) Participate, as needed and appropriate, at student support meetings such as the IEP and SARB.

(h) Provide mental health resource information and consultative assistance at regularly scheduled school staff meetings.

(i) Assist with design and implementation of referral and tracking forms, collaborative protocols and procedures and inter-agency system integration.

(j) Assist with collection and analysis of outcomes data contained in the semi-annual progress report.

(k) Provide or coordinate cross training of school and mental health contract staff.

(l) Target Population

- Students of the Washington Preparatory High School community are exposed to high levels of poverty, crime, single-parent families, drug and alcohol use and high rates of inclusion in the county foster care and probation systems. Mental health services will be targeted to those students exhibiting symptoms of Post Traumatic Stress Disorder (PTSD), mood, thought, attention-deficit and disruptive behavior disorders, learning and developmental disorders and danger to self or others. Services will be provided by contract agencies of the Department of Mental Health and funded by Medi-Cal. Students may also meet criteria for the new intensive community-based programs implemented with funds from the Mental Health Services Act (MHSA) and Katie A. lawsuit settlement. These include the 24/7 services provided by the FSP's and programs that provide intensive cases management and access to evidence-base treatments such as Functional Family Therapy (FFT), Trauma-Focused Cognitive Therapy and Incredible Years, Multisystemic Therapy (MST) and Multidimensional Treatment Foster Care (MTFC).

- In the second year, mental health staff will be trained in the Cognitive-Behavioral Intervention for Trauma in School (CBITS) model to provide the students with cognitive and behavioral therapy group intervention to reduce symptoms of PTSD and depression. CBITS has three goals: (1) to reduce symptoms related to trauma, 2) to build resilience and 3) to increase peer and parent support.

- Deliverables

  DMH will provide Local District 8 with a semi-annual progress report starting with May 4, 2010.

DMH will participate in reviewing the use and effectiveness of mental health services delivered at school sites. Data will be collected on the outcomes of different types of therapeutic services, case management and linkage services and multidisciplinary team meetings. Progress with increasing academic performance and decreasing impediments to improved emotional and social functioning will be monitored closely and used for the continuous improvement of services.

**Pricing Summary and Payment Schedule**:

For Los Angeles County Department of Mental Health (DMH) contract for Safe Schools Healthy Students with Local District 8.

Within 45 days following the receipt of an invoice, from DMH Department's Business Management Office, District shall reimburse County for the billed amount.
These invoices shall be provided to District within twenty (20) days following each service period.

| | Service Period | Service Provider | Total Cost |
|---|---|---|---|
| Invoice #1 | November 4, 2009 to December 31,2009 | One (1) FTE DMH Clinical Psychologist/Navigator including benefits | $30,812.50 |
| Invoice #2 | January 1, 2010 to March 31, 2010 | One (1) FTE DMH Clinical Psychologist/Navigator including benefits | $30,812.50 |
| Invoice #3 | April 1, 2010 to June 30, 2010 | One (1) FTE DMH Clinical Psychologist/Navigator including benefits | $30,812.50 |
| Invoice #4 | July 1, 2010 to September 29, 2010 | One (1) FTE DMH Clinical Psychologist/Navigator including benefits | $30,812.50 |
| Total Cost for Year One Not-to-exceed | | | $123,250.00 |
| Invoice #5 | September 30, 2010 to December 31, 2010 | One (1) FTE DMH Clinical Psychologist/Navigator including benefits | $30,812.50 |
| Invoice #6 | January 1, 2011 to March 31, 2011 | One (1) FTE DMH Clinical Psychologist/Navigator including benefits | $30,812.50 |
| Invoice #7 | April 1, 2011 to June 30, 2011 | One (1) FTE DMH Clinical Psychologist/Navigator including benefits | $30,812.50 |
| Invoice #8 | July 1, 2011 to November 3, 2011 | One (1) FTE DMH Clinical Psychologist/Navigator including benefits | $30,812.50 |
| Total Cost for Year Two Not-to-exceed | | | $123,250.00 |

# LOS ANGELES UNIFIED SCHOOL DISTRICT
## Contractor Code of Conduct
*(excerpted version)*

PROCLAIMER: *Please note this is only a high-level excerpt of* LAUSD's Contractor Code of Conduct. *Each and every LAUSD Contractor is solely responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in the complete Code which can be obtained from the Procurement Services Group, the Facilities Contract Branch or from the LAUSD Ethics Office website:* www.lausd.net/ethics.

### Preamble

Los Angeles Unified School District's Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of LAUSD's decision-making process. This Code is premised on three concepts:

- *Ethical and responsible use of scarce public tax dollars is a critical underpinning of effective government*
- *Contracting integrity and quality of service are the shared responsibilities of LAUSD and our Contractors*
- *Proactive and transparent management of potential ethics concerns improves public confidence*

This Code sets forth the ethical standards and requirements that all Contractors and their Representatives shall adhere to in their dealings with or on behalf of LAUSD. Failure to meet these standards could result in sanctions including, but not limited to, voidance of current or future contracts.

### Prohibited Activities

A Contractor, its Representative(s) and all other agent(s) acting on its behalf are prohibited from engaging in the following activities:

#### General Prohibitions

A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*

A. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*

B. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*

C. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*

D. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*

E. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*

F. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
   (1) Providing any gifts at all to a procurement employee;
   (2) Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and
   (3) Providing gifts without the necessary public disclosure when disclosure is required

G. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*

H. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*

I. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*

J. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*

K. *Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive*

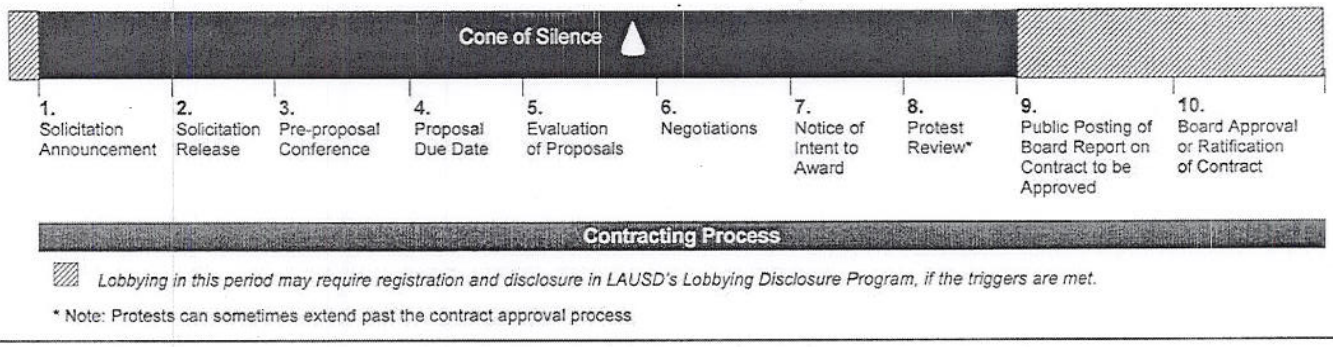
L. *Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

**CONTRACTING PROHIBITIONS**

M. *Dealing directly with an LAUSD official who is a close relative or cohabitant with a Contractor or its Representatives in the course of negotiating a contracting agreement or performing a Contractor's obligation*
   (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as persons living together.

N. *Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process*
   (1) In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved.

*Schematic of LAUSD's Competitive Contracting Process* (Illustrative Only)




   (2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.

P. *Employing any current or former LAUSD employee to perform any work prohibited by the "Cooling Periods" defined in Section 4F of this Code*

Q. *Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law*

R. *Making any substitution of goods, services, or talent that does not meet contract specifications without prior approval from LAUSD*

S. *Making false charges on claims for payment submitted to LAUSD in violation of the California False Claims Act, Cal. Government Code §§ 12650-12655*

T. *Requesting, attempting to request, or accepting—either directly or indirectly—any protected information regarding present or future contracts before the information is made publicly available at the same time and in the same form to all other potential bidders*

U. *Submitting a bid as a propose or sub-proposer on a particular procurement after participating in its development (e.g. identifying the scope of work, creating solicitation documents or technical specifications, developing evaluation criteria, and preparing contractual instruments)*

**LOBBYING PROHIBITIONS**

V. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*

W. *Lobbying on behalf of LAUSD, if a Contractor or its Representatives is lobbying LAUSD officials.*
   (1) Any person or entity who receives compensation to lobby on behalf of or otherwise represent LAUSD, pursuant to a contract or sub-contract, shall be prohibited from also lobbying LAUSD on behalf of any other person or entity for compensation as this would be considered a conflict of interest.

Ready to learn more? Check out additional contractor resources and the online contractor quiz on: www.lausd.net/ethics,

***Ask LAUSD Ethics Office: (213) 241-3330***