



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



MARVIN J. SOUTHARD, D.S.W.
Director
ROBIN KAY, Ph.D.,
Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

REVISED

June 09, 2015

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 June 9, 2015

Patrick Ozawa
PATRICK OZAWA
ACTING EXECUTIVE OFFICER

**APPROVAL TO RENEW A COOPERATIVE AGREEMENT WITH MONTEBELLO UNIFIED
SCHOOL DISTRICT FOR FISCAL YEAR 2015-16
(SUPERVISORIAL DISTRICT ~~4~~1)
(3 VOTES)**

SUBJECT

Request approval to renew a Cooperative Agreement with Montebello Unified School District for the Department of Mental Health to provide on-site mental health services to students in exchange for the provision rent-free office space.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute a Cooperative Agreement, substantially similar to Attachment, with Montebello Unified School District (MUSD) for the provision of on-site mental health services to students. This is an in-kind services arrangement in which MUSD will provide rent-free office space for Department of Mental Health (DMH) clinicians in exchange for their on-site provision of mental health services to students. The Agreement will be effective July 1, 2015, through June 30, 2016, with four automatic one-year renewals.
2. Delegate authority to the Director, or his designee, to prepare, sign, and execute other Cooperative Agreements, substantially similar to Attachment, with additional school districts within Los Angeles for the provision of on-site mental health services by DMH to students provided that the school districts provide private office and accoutrements for the delivery of these services as well as a double locked cabinet for the storage of client confidential records.

3. Authorize the Director, or his designee, to prepare, sign, and execute future amendments to the Cooperative Agreements, provided that: 1) any revisions will reflect program changes including adding or deleting service sites, programs or services; 2) approval of County Counsel, or designee, as to form is obtained prior to any such amendment; 3) County and Contractor may, by written amendment, mutually agree to reduce programs or services; and 4) the Director notifies your Board and the Chief Executive Office of changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to continue providing mental health services at schools throughout the Montebello Unified School District. MUSD staff maintain a relationship with DMH by referring students and their families to on-site DMH staff for the provision of mental health services. This is an in-kind services arrangement in which DMH provides on-site mental health services to students in exchange for rent-free office space.

This arrangement offers an alternative to clinic-based services, outreach, and access to children and adolescents who are in need of mental health resources who would otherwise not seek assistance on their own. DMH's involvement with schools in the Los Angeles County area and its capacity to serve children and families in an alternative environment is very important, especially with the implementation of Mental Health Services Act (MHSA) programs which emphasize field clinical capable services and prevention and early intervention services. DMH's continued relationship with the MUSD offers easy access to children and families, as well as the ability to identify and treat mental health issues that may impact school performance.

Additionally, DMH is seeking delegated authority to enter into similar arrangements with other school districts because of the successful outcomes achieved through DMH's arrangement with MUSD. This delegation will provide DMH the ability to provide similar services in additional school districts based on need and available funds providing that any such school district(s) provides similar in-kind support, including acceptable private office space and accoutrements for the delivery of these services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

This is an in-kind services arrangement in which DMH provides on-site mental health services to students in exchange for rent-free office space. DMH claims for these services through its regular claiming process. Depending on the student's eligibility, Medi-Cal, State MHSA, or County General Funds may be used.

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since August 2005, DMH has maintained a relationship as a co-located mental health partner with

MUSD serving children and youth in four different schools within the school district. DMH staff provides mental health services to children at these schools sites through a comprehensive plan designed to provide students, the schools, and their families with a network of effective service, support, and activities that help students develop the skills and emotional resilience needed to promote positive mental health. Additional school sites may be added as requested by the school district.

DMH staff are experienced clinicians with an extensive knowledge of specialized mental health services including the use of Evidence Based Practices. DMH seeks to enter into an agreement with MUSD which will allow DMH to continue to provide specialty mental health services, to children and youth whose functioning is impaired due to a serious emotional disturbance.

Because this is not a service contract but is a non-monetary cooperative agreement with another public agency for in-kind services, the agreement does not conform to the County's standard form of agreement for services contracts. For example, the agreement does not include provisions related Determinations of Contractor Non-Responsibility, Contractor Notification to Employees Regarding Federal Earned Income Credit, or Contractor Use of Recycled Bond Paper.

In addition, the Agreement provides for mutual indemnification by the parties, but only in proportion and to the extent such liability is caused by the indemnifying party.

The Agreement format, Attachment I, has been approved as to form by County Counsel.

CONTRACTING PROCESS

MUSD has an existing in-kind Services Agreement with DMH which will expire on June 30, 2015. DMH is seeking to renew this Agreement because of the continuing need for the mental health services provided by DMH to students in this school district.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval will allow DMH to continue to provide uninterrupted mental health services to students and families in the MUSD.

The Honorable Board of Supervisors

6/9/2015

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Respectfully submitted,

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

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

Marvin J.
Southard.,
D.S.W.DirectorMJS
:CW:RK:CP:ek

Enclosures

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

District:

Contract Number

Business Address:

Reference Number(s)

Supervisorial District (s) _____

Mental Health Service Area(s) _____

**COOPERATIVE AGREEMENT
FOR PROVISION OF ON-SITE MENTAL HEALTH SERVICES**

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ATTACHMENTS

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EXHIBIT II	SERVICE DESCRIPTION
EXHIBIT III	DISTRICT'S CONFIDENTIALITY ACKNOWLEDGEMENT
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EXHIBIT V	SAFELY SURRENDERED BABY LAW

AGREEMENT

BETWEEN

**THE COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH**

AND

MONTEBELLO UNIFIED SCHOOL DISTRICT

FOR THE PROVISION OF ON-SITE MENTAL HEALTH SERVICES

THIS AGREEMENT (hereafter "Agreement" or "Contract") is made and entered into this ___day of ____, 2015 by and between _____(hereafter "District") and the County of Los Angeles Department of Mental Health (hereafter "County").

WHEREAS, the purpose of this Agreement entered into by District and County is to provide selected mental health services at school sites identified on Exhibit I.

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

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

2.0 APPLICABLE DOCUMENTS: Exhibits I, II, III, IV, and V are attached to and form a part of this Agreement. Any reference throughout the base agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all exhibits hereby incorporated.

Exhibit I-	SERVICE DELIVERY SITE LISTING
Exhibit II-	SERVICE DESCRIPTION
Exhibit III-	DISTRICT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

3.0 DESCRIPTION OF SERVICES: Services shall be provided as set forth in Exhibit II (SERVICE DESCRIPTION), which is attached hereto and incorporated by reference as though fully set forth herein.

4.0 TERM OF AGREEMENT:

4.1. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2015 and shall continue in full force and effect through June 30, 2016.

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

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2016 and shall continue in full force and effect through June 30, 2017.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2017, and shall continue in full force and effect through June 30, 2018.

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2018 and shall continue in full force and effect through June 30, 2019.

(4) Fourth Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2019, and shall continue in full force and effect through June 30, 2020.

4.3 Six Months Notification of Agreement Expiration: District shall notify County when this Agreement is within six (6) months of expiration. District shall send such notice to those persons and addresses which are set forth in Paragraph 27 (NOTICES)

5.0 COMPENSATION: No monetary compensation shall be provided for the services performed or provided for the use of space or facilities

6.0 INDEMNIFICATION

Except as otherwise provided for in this Agreement, DISTRICT shall indemnify, defend and hold harmless COUNTY, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its trustees, officers, agents or employees, AND COUNTY shall indemnify, defend and hold harmless DISTRICT, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its trustees, officers, agents or employees. The foregoing agreement is made pursuant to Government Code section 895.4.

7.0 DISTRICT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:

7.1 District shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.2 District shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by District, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.0, as determined by County in its sole judgment. Any legal defense pursuant to District's indemnification obligations under this Paragraph 7.0 shall be conducted by District and performed by counsel selected by District and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event District fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from District for all such costs and expenses incurred by County in doing so. District shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.3 District shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.4 District shall sign and adhere to the provisions of the "District Acknowledgement and Confidentiality Agreement", Exhibit III.

8.0 CONFLICT OF INTEREST:

8.1 No County employee whose position with the County enables such employee to

influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the District or have any other direct or indirect financial interest in this Contract. No officer or employee of the District who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.2 The District shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The District warrants that it is not now aware of any facts that create a conflict of interest. If the District hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

9.0 MODIFICATIONS:

9.1 For any change which affects the scope of work, term or any term or condition included under this Contract, an Amendment shall be prepared and executed by the District and by Director or his/her designee.

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

Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District and by Director or his/her designee.

10.0 COMPLIANCE WITH APPLICABLE LAW

10.1 In the performance of this Contract, District shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

10.2 District shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by District, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to District's indemnification obligations under this Paragraph shall be conducted by District and performed by counsel selected by District and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event District fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from District for all such costs and expenses incurred by County in doing so. District shall not have the right to enter into any settlement, agree to any

injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

11.0 COMPLIANCE WITH CIVIL RIGHTS LAWS: The District hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The District shall comply with Exhibit IV - District's EEO Certification.

12. DISTRICT RESPONSIBILITY AND DEBARMENT:

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

12.1 A responsible District is a District 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 District s.

12.2 The District is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the District on this or other contracts which indicates that the District is not responsible, the County may, in addition to other remedies provided in the Contract, debar the District from bidding or proposing on, or being awarded,

and/or performing work on County contracts 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 Contracts the District may have with the County.

- 12.3 The County may debar a District if the Board of Supervisors finds, in its discretion, that the District has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the District'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.
- 12.4 If there is evidence that the District may be subject to debarment, the Department will notify the District in writing of the evidence which is the basis for the proposed debarment and will advise the District of the scheduled date for a debarment hearing before the District Hearing Board.
- 12.5 The District Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The District and/or the District's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the District Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the District should be debarred, and, if so, the appropriate length of time of the debarment. The District and the Department shall be provided an opportunity to object to the

tentative proposed decision prior to its presentation to the Board of Supervisors.

- 12.6 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 District 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 District Hearing Board.
- 12.7 If a District has been debarred for a period longer than five (5) years, that District may after the debarment has been in effect for at least five (5) 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 District 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 interests of the County.
- 12.8 The District Hearing Board will consider a request for review of a debarment determination only where (1) the District has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) 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 District Hearing Board will provide notice of the hearing on the request. At the hearing, the District 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 District Hearing Board pursuant to the same procedures as for a debarment hearing.

12.9 The District Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The District 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 District Hearing Board.

12.10 These terms shall also apply to Subcontractors of County District s.

13.0 DISTRICT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The District acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The District understands that it is the County's policy to encourage all County District s to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the District's place of business. The District will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the District with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

14.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The District 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 V of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

15. FACSIMILE REPRESENTATIONS: The County and the District hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

16.0 FORCE MAJEURE

16.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

16.2 Notwithstanding the foregoing, a default by a subcontractor of District shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both District and such subcontractor, and without any fault or negligence of either of them. In such case, District shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit

District to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

16.3 In the event District 's failure to perform arises out of a force majeure event, District agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

17.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

17.1 The District certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

17.2 The District shall certify to, and comply with, the provisions of Exhibit IV - District's EEO Certification.

17.3 The District shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

17.4 The District certifies and agrees that it will deal with its subcontractors, bidders, or

vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 17.5 The District certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 17.6 The District shall allow County representatives access to the District's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 17.6 when so requested by the County.
- 17.7 If the County finds that any provisions of this sub-paragraph 17.7 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the District has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the District has violated the anti-discrimination provisions of this Contract.
- 17.8 The parties agree that in the event the District violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option,

be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

18.0 NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

19.0 NOTICE OF DISPUTES: The District shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the District regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, or designee shall resolve it.

20.0 TERMINATION FOR CONVENIENCE:

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

21.0 TERMINATION FOR IMPROPER CONSIDERATION

21.1 The County may, by written notice to the District, immediately terminate the right of the District to proceed under this Contract if it is found that consideration, in any form, was offered or given by the District, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract

or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the District's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the District as it could pursue in the event of default by the District.

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

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

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

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

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

25.0 AUTHORIZATION WARRANTY: District represents and warrants that the person

executing this Agreement on its behalf is an authorized agent who has actual authority to bind District to each and every term, condition, and obligation of this Agreement and that all requirements of District have been fulfilled to provide such actual authority.

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

27.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY

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

28.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 27.0 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

29.0 NOTICES:

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

To District _____

Attention: _____

To County County of Los Angeles _____
Department of Mental Health _____
Contracts Development and Administration Division _____
550 S. Vermont Avenue _____
Los Angeles, California 90020 _____

Attention: Richard Kushi, Chief _____

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

COUNTY OF LOS ANGELES

By _____

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

DISTRICT

By _____

Name _____

Title _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

MONTEBELLO SERVICE DELIVERY SITE LISTING

EXHIBIT I

	Name of School and Address	DMH Facility Providing Mental Health Service
1	La Merced Elementary School	Roybal Mental Health Center
	724 North Poplar Avenue	
	Montebello, CA 90640	
2	Winter Gardens Elementary School	Roybal Family Mental Health
	1277 S. Clela Avenue	
	Los Angeles, CA 90022	
3	La Merced Intermediate School	Roybal Mental Health Center
	215 E. Avenida De La Merced	
	Montebello, CA 90640	
4	Montebello High School	Roybal Family Mental Health
	2100 W. Cleveland Avenue	
	Montebello, CA 90640	

EXHIBIT II

DESCRIPTION OF SERVICES SCHOOL DISTRICT ON SITE MENTAL HEALTH SERVICES

1. GENERAL: Department of Mental Health staff shall provide mental health services throughout the School District at designated school sites.
2. PERSONS TO BE SERVED: Students and families of the School District as designated by the School District to receive services.
3. SERVICE DELIVERY SITE(S): School Campus sites designated by the School District (are) located at: Site(s) as identified on the Service Delivery Site Exhibit.
 - A. School District agrees to provide a private office and accoutrements at service delivery site for the provision of psychotherapy and a locked cabinet for storage of client confidential records.
 - B. School District agrees to allow site visits by authorized County or State personnel to certify and/or audit client records
4. PERSONNEL: Personnel provided by DMH to provide services shall be properly trained to prevailing professional standards, licensed or waived, and legally certified to perform services.
5. PROGRAM ELEMENTS AND SERVICES: DMH will provide as it determines:
 - A. Mental Health Services – which include; individual, group, and/or family therapy
 - B. Case Management services
 - C. Crisis Intervention Services
 - D. Referrals for additional or adjunctive care when indicated.
 - E. DMH will be responsible for the cost and maintenance of equipment deemed necessary for the provision of psychotherapy, and/or psychological assessments.

DISTRICT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

DISTRICT ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

DRAFT

DISTRICT'S EEO CERTIFICATION

District Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the District, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

District 'S SPECIFIC CERTIFICATIONS

- 1. The District has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The District periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The District has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. Where problem areas are identified in employment practices, the District has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Authorized Official's Printed Name and Title

Authorized Official's Signature

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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?

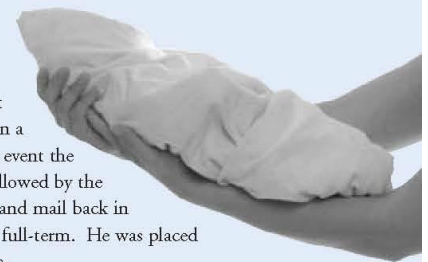
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los 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 brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

