MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Sachi A. Hamai, Executive Officer-
Clerk of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

At its meeting held December 18, 2007, the Board took the following action:

39

The following item was called up for consideration:

The Chief Executive Officer's recommendation to approve and authorize the Director of Mental Health to prepare and execute a sole-source Fiscal Intermediary Agreement with The Regents of the University of California, Berkeley, effective July 1, 2007 through June 30, 2008, for the purpose of providing stipends to 196 social work students matriculating at 17 colleges/universities throughout the State of California for Fiscal Year 2007-08, for a total contract amount of $5,818,340 fully funded with Fiscal Year 2005-06 and 2006-07 unspent Mental Health Services Act Community Services and Support one-time funds.

Dr. Marvin Southard, Director of Mental Health responded to questions posed by the Board.

Krystal Williams addressed the Board.

After discussion, on motion of Supervisor Yaroslavsky, seconded by Supervisor Knabe, unanimously carried, the Board approved the Chief Executive Officer's aforementioned recommendation, with the condition that the Director of Mental Health be authorized to execute the contract, contingent upon receipt of $5.8 million from the State Department of Mental Health.

09121807_39

Copies distributed:
Each Supervisor
Chief Executive Officer
County Counsel
Director of Mental Health

County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

DMH

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

December 18, 2007

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

Dear Supervisors:

DEPARTMENT OF MENTAL HEALTH: APPROVAL TO EXECUTE A NEW SOLE SOURCE FISCAL INTERMEDIARY AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, BERKELEY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign and execute a sole source Fiscal Intermediary Agreement with The Regents of the University of California, Berkeley, effective July 1, 2007 through June 30, 2008, substantially similar to Attachment I, for the purpose of providing stipends to 196 social work students matriculating at 17 colleges/universities throughout the State of California for Fiscal Year (FY) 2007-08. For FY 2007-08 the Agreement will have a Total Contract Amount (TCA) of $5,818,340 fully funded with FY 2005-06 and 2006-07 unspent Mental Health Services Act (MHSA) Community Services and Support (CSS) one-time funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of the recommended actions will allow the Department of Mental Health (DMH) to implement a stipend program with The Regents of the University of California, Berkeley for FY 2007-08, to ensure continued funding of student stipends for this current academic year.

The State Department of Mental Health (SDMH) administered this stipend contract with UC Berkeley in Fiscal Years 2005-06 and 2006-07. The State Department of Finance subsequently ruled that the SDMH needed to engage in a budget authority approval process in order to continue administering this program at the state level. Because this program is one of many MHSA programs needing to go through this process, SDMH determined that the time line for legislative consideration and approval would jeopardize funding student stipends for the current year. In late September 2007, discussions occurred between SDMH and The California Mental Health Director's Association's (CMHDA) Governing Board (of which LACDMH is a member) whereby it was agreed that Los Angeles County was the logical choice to take responsibility for this stipend program, since it easily had the most student stipends in jeopardy. CMHDA endorsed this plan to ensure the stipend program would be funded this fiscal year. In early October 2007, SDMH contacted LACDMH requesting a Fiscal Intermediary Agreement for Academic Training be developed between LACDMH and The Regents of the University of California, Berkeley. LACDMH's Executive Management Team agreed to support this effort since it directly benefits the County's mental health network of care and addresses a Statewide shortage of qualified mental health professionals.

Due to the late nature of the request from the SDMH and the varying academic year start dates, an effective date of July 1, 2007 was selected to ensure stipends are available for currently enrolled graduate students.

The social work stipend program reflects the immediate need throughout the State and in Los Angeles County, to increase the number of social workers who are trained in a series of competencies based on the Mental Health Services Act. Only the Schools/Departments of Social Work that are members of the California Social Work Education Center (CalSWEC) provide training in these competencies. Such competencies support and promote recovery and wellness through independence, hope, personal development and resiliency for children, adults, and older adults with serious emotional and behavioral disorders. Additionally, DMH and its contract providers need social workers who are culturally and linguistically competent, provide services that are sensitive and responsive to the needs of local communities, and focus on issues of ethnicity, age, gender, sexual orientation and religious/spiritual beliefs. Consistent with the shared vision of the mental health partnership, social workers must be trained to provide services in the least restrictive and most appropriate setting, with attention to consumer and family involvement at all levels of the mental health system. Social workers must be able to address the special mental health needs of persons with co-occurring substance abuse and emotional disorders and be able to recognize that these individuals and their families are at risk for diverse bio-psycho-social factors which can affect their functioning.

DMH proposes continuing to work, through a Fiscal Intermediary Agreement for Academic Training, with The Regents of the University of California, Berkeley to provide stipends to 196 social work students enrolled at 17 Schools/Departments of Social Work throughout the State of California who embraced the competencies outlined above and have begun implementing them in classroom and field work settings. Los Angeles County has the largest number of second year MSW graduate students participating in the stipend program. Once these individuals graduate, they are committed to work within one of DMH's directly operated or contracted programs for a minimum of one (1) year, providing a much needed and appropriately trained expansion of Los Angeles County's public mental health workforce.

Of the 196 stipends, 57 are allocated to universities within Los Angeles County (USC, UCLA, CSU Long Beach and CSU Los Angeles). Each stipend is $18,500. The total amount of stipends awarded statewide will be $3,626,000. In addition to the 196 stipends, the funding will provide for Program Coordinators at each of the participating schools. The program coordinators will work to ensure that students entering the second-year MSW programs are committed to the values and principles of the MHSA and are working in community public mental health agencies.

The Los Angeles County Department of Mental Health (LACDMH) has current stipend contracts with other colleges and universities in the Los Angeles area; however, these campuses cannot train sufficient numbers of second-year graduate MSW students in a fashion consistent with the values and principles of the MHSA, nor can it expand the curriculum to other campuses.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County's Organizational Goal No. 2, "Workforce Excellence" and Goal No 3 "Organizational Effectiveness", within the Countywide Strategic Plan. Providing training opportunities will allow DMH to recruit qualified employees and enhance the quality and productivity of the County workforce. Board approval of the recommended actions are expected to improve delivery, efficiency and effectiveness of mental health services across the county, as well as increasing the size and knowledge of the employee base that provides these services.

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The Total Contract Amount (TCA) of $5,818,340 includes $3,626,000 for the 196 student stipends; $1,673,865 for Program Coordinators and support staff at each of the 17 participating universities; and $518,475 of indirect costs. The TCA will be fully funded from unspent FY 2005-06 and 2006-07 MHSA CSS one-time funding.

FACTS AND PROVISIONS/LEGAL REQUIRMENTS

The MHSA-CSS Plan is a conceptual framework designed to create a culturally, competent mental health system that promotes recovery and wellness for adults and older adults with severe mental illness and resiliency for children and youth with serious emotional disorders and their families. The MHSA-CSS plan was approved by SDMH and the Board of Supervisors on February 14, 2006 and May 9, 2006 respectively.

LACDMH is in the process of implementing its MHSA-CSS Plan. Social work is an integral part of that plan. However, the Department does not currently employ nor is it able to contract with sufficient number of social workers who are trained in service provision that is in accordance with the values and principles of the MHSA. As a result, to implement the CSS services in a manner consistent with the values and principles of the MHSA, the Department has an urgent need to properly train additional MSWs.

The services provided by the graduate social workers will advance the goals of recovery, resiliency and wellness as guiding concepts of the MHSA. The graduate social workers will be trained in a service delivery that goes beyond traditional mental health interventions to include support for all realms of a person's life: from education and employment to legal issues, from medical needs to improving family communication.

The attached Agreement has been reviewed and approved as to form by County Counsel. The Chief Executive Office and DMH's Fiscal and Program Administration staff have reviewed and approved the proposed actions. Administrative staff at DMH will administer and supervise the Agreement and ensure that Agreement provisions are being followed. The Regents Agreement format includes revised Board mandated language regarding "Notice to Employees Regarding the Safely Surrendered Baby Law"

to define the reference to "employees" to mean those whose duties directly relate to the subject matter of this Agreement. In addition, the standard provision regarding Termination of Agreement, which permits termination by either party upon 30 days prior written notice has been modified and the notice period extended to 90 days in consideration of the nature of this Agreement.

CONTRACTING PROCESS

On October 30, 2007, DMH notified the Board of its intent to enter into sole source contract negotiations with The Regents of the University of California, Berkeley, who will serve as fiscal intermediary for a stipend program with CalSWEC (see Attachment II).

The State Department of Mental Health (SDMH) contacted LACDMH in early October 2007 requesting a Fiscal Intermediary Agreement for Academic Training be developed between LACDMH and The Regents of the University of California, Berkeley.

The Regents of the University of California, Berkeley, was selected because of its relationship with CalSWEC. The 17 campuses participating in CalSWEC can train a sufficient number of second-year MSWs in a manner that is consistent with the values and principles of the MHSA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Mental health service providers throughout the State have experienced severe problems in recruiting clinical personnel with advanced degrees who are pursuing or are eligible to pursue professional clinical licensure.

Your Board's authorization to expend MHSA one-time funds will enable DMH to further implement the MHSA-CSS Plan and continue to create and support a culturally competent mental health system that promotes recovery and wellness of adults and older adults with severe mental illness and resiliency for children and youth with emotional disorders.

CONCLUSION

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

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH
SAS:DS:bjs

Attachments (2)

c: County Counsel
Auditor-Controller
Director, Department of Mental Health
Chairperson, Mental Health Commission

121807_DMH_Regents

CONTRACTOR:

The Regents of the University of California, Berkeley

Business Address:
2150 Shattuck Avenue, Suite 313

Berkeley, CA 94720-5940

TBD
Contract Number

N/A
Reference Number

Supervisorial District Out-of-County

COUNTY OF LOS ANGELES

FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING AND STUDENT PROFESSIONAL DEVELOPMENT PROGRAM

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
	PREAMBLE	1
1.	SERVICES PROVIDED	5
2.	TERM	5
3.	TERMINATION OF AGREEMENT	6
4.	COMPENSATION	6
5.	ADMINISTRATION	7
6.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	7
7.	INDEMNIFICATION AND INSURANCE	7
8.	RECORDS	9
9.	CONFLICT OF INTEREST	9
10.	AUTHORIZATIONREPRESENTATION	9
11.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	10
12.	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	10
13.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	10
14.	REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES	12
15.	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	13
16.	LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS	13
17.	COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS	14
18.	DELEGATION AND ASSIGNMENT BY CONTRACTOR	14
19.	ALTERATION OF TERMS	15
20.	COMPLIANCE WITH APPLICABLE LAW	15
21.	PERFORMANCE STANDARDS AND OUTCOME MEASURES	16
22.	SUBCONTRACTING	16
23.	INVOICING	16
24.	NOTICES	17

EXHIBITS

Exhibit A:	Statement of Work
Exhibit B:	Budget Detail and Payment Provisions
Exhibit C:	Safely Surrendered Baby Law Fact Sheet (In English and Spanish)
Exhibit D:	Charitable Contributions Certification

COUNTY OF LOS ANGELES

FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING AND STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the

COUNTY OF LOS ANGELES
(hereafter "COUNTY") and

The Regents of the University of California, Berkeley

(hereafter "CONTRACTOR").

Business Address:

2150 Shattuck Avenue, Suite 313

Berkeley, CA 94720-5940

RECITALS

WHEREAS, it is the purpose of this Agreement to establish a fiscal intermediary for academic training and student professional development programs between COUNTY and CONTRACTOR. CONTRACTOR will be responsible for dispersing funds provided under this Agreement to universities throughout the state for the student interns to be identified by each individual university;

NOW, THEREFORE, COUNTY AND CONTRACTOR agree as follows:

PREAMBLE

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

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

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

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

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

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

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.

- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and

families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

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

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

Service Access

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

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development

- Follow-up to ensure appropriate delivery of services

Service Environment

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

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

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

1. SERVICES PROVIDED: CONTRACTOR shall provide services as set forth in **Exhibit A (STATEMENT OF WORK)**, which is attached hereto and incorporated herein by reference.

2. TERM:

A. The term of this Agreement shall commence on **July 1, 2007** and shall continue in full force and effect through **June 30, 2008**.

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

C. DISPUTE RESOLUTION: In the event of a dispute under the terms of this agreement, the

parties agree to negotiate a settlement in good faith. In the event the parties are unable to resolve the dispute within thirty (30) days of negotiation, the parties agree to refer to non-binding mediation. The parties shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither party shall unreasonably withhold consent to the selection of the mediator. The parties shall share equally the costs of mediation. If the dispute is unresolved following mediation, it shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court giving jurisdiction.

3. TERMINATION OF AGREEMENT:

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

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

C. Notwithstanding any other provision of this Agreement, the failure of CONTRACTOR to comply with the terms of this Agreement or future directives by the COUNTY or the State Department of Mental Health regarding use of the funds that are the subject of this Agreement, may constitute a material breach thereof, thereby justifying immediate termination or suspension of this Agreement. In the event of any such future directives, the parties agree to negotiate in good faith any amendments to this Agreement in order to satisfy such directives.

D. In the event of termination, CONTRACTOR shall be entitled to payment for all allowable costs authorized and in accordance with the scope of work, the terms and conditions, and exhibits under this Agreement, including non-cancelable obligations incurred prior to receipt of the notices of termination or cancellation, provided such expenses do not exceed that stated maximum amounts payable.

4. COMPENSATION: In consideration of the performance by CONTRACTOR in accordance with the services described in **Exhibit A** and the terms and conditions of this Agreement, COUNTY shall pay

CONTRACTOR as follows:

A. For the term beginning on **July 1, 2007** through **June 30, 2008,** total compensation for all services furnished hereunder shall not exceed the sum of **$5,818,340**.

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

5. ADMINISTRATION: The Director of DMH or his authorized designee (hereafter collectively "Director") shall have the authority to administer and monitor this Agreement on behalf of COUNTY. CONTRACTOR shall designate in writing a person who shall have the authority to administer this Agreement on behalf of CONTRACTOR.

6. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates, as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to the services under this Agreement. CONTRACTOR shall further ensure that all of its officers, employees, and students, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder.

7. INDEMNIFICATION AND INSURANCE:

A. Indemnification: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the performance of this Agreement, but only in

proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, or agents.

B. General Insurance Requirements: Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain the following programs of insurance and/or self-insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense. Coverage shall be provided by underwriters with an A.M. Best rating of not less than A:VII unless COUNTY's prior approval is obtained, except that this provision shall not be applicable to that portion that is satisfied by self-insurance. Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to Department of Mental Health, Contracts Development and Administration Division, 550 S. Vermont Avenue, 5th Floor, Los Angeles, CA 90020, ATTN: Chief of Contracts, prior to commencing services under this Agreement. CONTRACTOR also shall notify COUNTY within 24 hours of occurrence of, or CONTRACTOR's knowledge of, (1) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of monies entrusted to CONTRACTOR under the terms of this Agreement, and (2) any other accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

C. Insurance Coverage Requirements:

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

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

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

Employee Dishonesty:	$ 100,000

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

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

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

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

8. RECORDS: All records of each party in any way concerning the performance of this Agreement shall be available during normal business hours for inspections and audit by the other party.

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

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

11. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The CONTRACTOR shall notify and provide to its employees whose duties directly relate to the subject matter of this Agreement, and shall require each subcontractor to notify and provide to its employees whose duties directly relate to the subject matter of this Agreement, 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 C** of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

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

13. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

C. The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,

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

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

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

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

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

evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the COUNTY.

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

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

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

14. REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

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

Upon advance approval of the COUNTY Project Manager, COUNTY may provide CONTRACTOR with reasonable use of certain COUNTY resources, such as reasonable clerical support and use of COUNTY facilities, as determined by the COUNTY Project Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of COUNTY resources by CONTRACTOR shall not relieve CONTRACTOR of its responsibility to provide services and complete all work under this Agreement in a

manner satisfactory to COUNTY, and shall not affect CONTRACTOR's status as an independent contractor.

COUNTY's Project Manager shall be:

Dennis Murata, M.S.W., Deputy Director

Program Support Bureau

Los Angeles County Department of Mental Health

550 S. Vermont, Los Angeles, CA 90020

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

James Midgley, Professor

School of Social Welfare

University of California

Berkeley, CA 94720-7400

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

16. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Agreement during this or any of COUNTY's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should COUNTY, during this or any subsequent fiscal year impose

budgetary restrictions which appropriate less than the amount provided for in this Agreement, COUNTY shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such changes in allocation of funds at the earliest possible date.

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

18. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

B. In the event subcontractors are not public entities, the Shareholders, partners, members, or other equity holders of subcontractors may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of a subcontractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of COUNTY

in accordance with applicable provisions of this Agreement.

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

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

The County's Board of Supervisors or Chief Administrative Officer or designee may request the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The COUNTY reserves the right to request changes to such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the CONTRACTOR and by the Director of Mental Health.

20. COMPLIANCE WITH APPLICABLE LAW:

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

B. The provisions of paragraph 7A, Indemnification, shall apply.

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

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

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

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

22. SUBCONTRACTING: CONTRACTOR may not subcontract this Agreement, except that CONTRACTOR may enter into agreements with the seventeen participating schools of social work listed in **Exhibit B** (Budget Detail and Payment Provisions), in order to effectuate the purpose of this Agreement. However, no such agreement with any participating school of social work shall bind or purport to bind COUNTY. Further, CONTRACTOR shall include paragraph 7A, Indemnification, in all such agreements with participating schools of social work, requiring such contractors to indemnify and hold the COUNTY, its officers, employees, and agents, harmless with respect to the activities of such participating schools of social work. CONTRACTOR shall remain fully liable and responsible for any and all performance required of it under this Agreement. Written consent of the COUNTY is required in order for CONTRACTOR to enter into an agreement with a school of social work that is not listed in **Exhibit B**.

23. INVOICING: Invoicing under this Agreement shall be as set forth in **Exhibit B** (Budget Detail and Payment Provisions), which is attached hereto and incorporated herein by reference.

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

To CONTRACTOR: James Midgley, Professor
School of Social Welfare
University of California
Berkeley, CA 94720-7400

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

Attention: Richard Kushi, Chief

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

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

The Regents of the University of California, Berkeley
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

Exhibit A

STATEMENT OF WORK

FISCAL INTERMEDIARY AGREEMENT FOR ACADEMIC TRAINING

1. Objective:

1.1 The Regents of the University of California represented by School of Social Welfare on the Berkeley campus (Contractor) agrees to provide to the Los Angeles County, Department of Mental Health (DMH) an educational stipend program that shall fund a maximum of 196 social work graduate students at seventeen schools of social work located throughout the State of California as described herein that enter into an agreement with the Contractor.

The educational stipend program is intended to help support efforts to develop curricula and methods of teaching that appropriately integrate theory and practice, and promote the values of wellness, recovery and resilience as expressed in the Mental Health Service Act; to help support efforts to increase consumer and family member employment in the public mental health workforce; and to help support efforts to contribute to a diverse, culturally sensitive and competent public mental health workforce.

2. Description of Program:

2.1 Only full-time students shall be eligible for a stipend under this contract. Students employed in public or private agencies must be on full-time leave from those agencies to receive a stipend.

2.2 Only eligible second-year students may apply to participate in the stipend program. Application shall include a statement of career objectives. Students participating in the stipend program shall complete appropriate mental health courses and a field placement in a mental health agency providing public mental health services. Each School shall seek to ensure that students receiving awards meet general requirements for employment in a county mental health department, or with a contractor of a county mental health department.

2.3 Students participating in the stipend program shall be required to sign a student stipend contract (Payback Agreement) requiring them to be employed upon graduation by a county public mental health agency, or a community-based organization under contract to a county public mental health agency. The employment shall be for a total of one calendar year for each academic year the student received a stipend.

2.4 Students must provide evidence of qualifying employment to the Contractor within one hundred and twenty (120) days of the end of the academic school year for which they were paid a stipend.

2.5 Students who begin, but do not finish, an academic school year, or who withdraw from the stipend program shall be required to repay stipend funds received.

2.6 The services shall be provided during academic school hours including hours dictated by the requirements of field placements.

2.7 Funds from this agreement shall support 1 Full Time Equivalent (1.00 FTE) program coordinator at each school of social work for each 18 or more participating students. For schools with 13 to 17 students participating, the agreement shall support three quarters (.75) FTE. For schools with 8-12 students participating, the agreement shall support one half (.50) FTE coordinator, and if 7 students or less are participating, the agreement shall support one-quarter (.25) FTE coordinator. Any variations of coordinator-to-student ratio require prior written approval of the DMH Contract Administrator. The responsibilities of the program coordinator may include, but are not limited to: recruitment, admission, field arrangements, curriculum development, job placement, student advisement, teaching, student tracking and agency liaison.

2.8 This agreement shall provide funding for one quarter (.25) FTE support staff at each school of social work and funds for operating expenses. The agreement also provides five (5.0 FTE for the Contractor's central CalSWEC office, a portion of which may be subcontracted if deemed necessary, and funds for operating expenses.

3. DMH's Responsibilities:

DMH will provide a mechanism for allowing MHSA dollars to be provided to the Regents of the University of California, Berkeley to provide this stipend program.

4. Contractor's Responsibilities:

The Regents of the University of California shall perform the services at the Regents' offices at UC Berkeley.

4.1 The Contractor shall distribute educational stipends in the amount of $18,500 per year to a maximum of 196 full-time second-year social work graduate students (of a two-year program) who shall be expected to graduate with a Master of Social Work (MSW) degree before the end of July 2008. Participating students shall attend one of the participating 17 schools of social work listed in Exhibit B.

4.2 Information regarding the availability of the stipend shall be sufficiently distributed so as to reach potential applicants who reflect the diverse populations served by local mental health agencies. The Contractor shall review the awards process of the participating graduate social work programs.

4.3 The Contractor is responsible for assuring that all students in the stipend program sign a Payback Agreement. The Payback Agreement shall contain specific and legally binding repayment provisions should the student not fulfill the employment commitment provisions within a specified period of time. The Contractor shall design and distribute the Payback Agreement, and require its use by participating schools. The Payback Agreement must be signed in advance of the student receiving stipend funds. The signed Payback Agreement must be kept on file at the participating college or university for at least two years after the student is granted a Master of Social Work degree.

4.4 The Contractor is responsible for monitoring the employment status of graduates of the educational stipend program subsequent to completion of the MSW degree, and for determining, and reporting to DMH, the completion of each stipend employment commitment. Persons who do not comply with stipend employment commitment provisions shall be required to repay all stipend funds received. Persons who complete a partial employment commitment shall have to repay stipends on a pro-rata basis.

4.5 The Contractor is required to develop and utilize mechanisms to collect stipend repayments from individuals who do not complete the program pursuant to the Payback Agreement. Legal and collection services required in such collections shall be the responsibility of the Contractor. Repayments will be treated as a refund and deducted from the invoice cost.

4.6 The Contractor shall institute a mechanism to evaluate a student's effort to secure qualifying employment. If the student has not secured employment, and if it is determined that a good faith effort to secure employment has been made, the Contractor may modify the time frame by which qualifying employment must be obtained. Such modified agreements must be specific, and shall require a showing of good faith effort by the student to find qualifying employment.

4.7 Although the Contractor is held responsible for meeting the requirements under Exhibit A, Section 4 of this Agreement, management of this educational stipend agreement may be delegated to CalSWEC. The work shall be performed in the 17 schools of social work listed in Exhibit B.

4.8 The Contractor shall have full responsibility for coordination with the schools of social work, and shall hold these schools accountable for all coordination regarding this stipend with their social work students.

4.9 The Contractor shall be held fully accountable for proper use of this money in accordance with this agreement.

4.10 The Contractor shall communicate and convene with schools of social work to monitor the progress of students supported by a stipend. The Contractor is deemed to have met the agreement requirements when it is confirmed that each student supported by a stipend funded through this agreement has secured employment in a county public mental health agency or community based organization under contract to a county public mental health agency or has initiated the collection process for stipend repayments from individuals who do not complete the program pursuant to the Payback Agreement.

4.11 By April 1, 2008 the Contractor shall notify LAC DMH of the number of students receiving stipends pursuant to this agreement, and shall provide reports and tables with the following information:

A. A report by school providing the coordinator's name and contact information, the names of students participating in the program, and the students' county of residence.
B. A table by school providing data on self-reported student racial and ethnic identification.
C. A table by school providing data on self-reported language proficiency other than English
D. A table by school providing the number of students placed in field placement agencies and agency names.
E. Other information as agreed upon by the Contractor and DMH.
F. Status reports, including the number of students continuing in or completing the program, and securing employment in accordance with the stipend agreement shall be made by the following dates: April 1, 2008, and June 30, 2008. Any pertinent information regarding the administration of the agreement should be included in a narrative with these progress reports, as well as information requested by DMH as agreed upon in 4.11E.
G. Status report 120 days after completion of the contract. This report would include the number of students continuing to be employed within public mental health systems.

4.12 The Contractor shall monitor the post-graduation employment of social work graduates funded through stipends provided for in this contract. Final data on completion of stipend requirements shall be provided to the Department of Mental Health upon request. This data shall be organized in a fashion that allows easy understanding of the number of graduate students who become employed by public and contract mental health organizations, a listing of the organizations, and the number of students who fulfilled or did not fulfill the appropriate employment time commitment required by their stipend.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears.

   C. Payment shall not be due until the later of: (a) The date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.

2. **Instructions to Contractor**

   A. To expedite the processing of invoices submitted to the Los Angeles County Department of Mental Health (LACDMH or County) for payment, all invoice(s) will be submitted to the DMH Contract Manager for review and approval at the following Bill To Address:

      Department of Mental Health
      Attention: Dennis Murata, MSW
      Deputy Director, Program Support Bureau
      550 S. Vermont Avenue, 12th Floor
      Los Angeles, CA 90020

   B. Invoices shall be submitted as one original and three copies.

   C. The following items are required on all invoices:

      1. On printed letterhead with Contractor name and address, or on invoice template provided by LACDMH Contract Manager
      2. Bill To Address (see section A. above)
      3. DMH Contract Manager's name
      4. Services or Products provided should be properly itemized
      5. Dates of Services provided
      6. DMH Contract Number
      7. Invoice Date
      8. Invoice Total
      9. Authorizing Signature

3. **Budget Contingency Clause**

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

4. **Budget**

Charges/rates shall be computed in accordance with the budget detail included in Exhibit B. If major budget categories are listed in the budget detail section of Exhibit B, the cost of each major budget category may vary up to 15% within each Fiscal Year (FY) without County approval so long as the total amount budgeted for the FY is not exceeded.

5. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 92.

EXHIBIT B
Budget Detail
FY 2007-08

	Stipends		Coordinator		Staff					
	#	@ $18,500/ea	FTE	Cost	FTE	Cost	Supplies & Exp.	Total Direct	Indirect*	Total
Berkeley										
UC Berkeley (Instructional Program) **1**	10	$185,000	0.50	$50,000	0.25	$13,750	$4,000	$252,750	$16,938	$269,688
CalSWEC-Implementation at Berkeley **2** and **4**			1.00	110,000	3.00	156,000	20,750	286,750	171,688	458,438
CalSWEC-Implementation at Loma Linda **3** (subcontract)			1.00	99,965	-	-	-	99,965	24,991	124,956
SUBTOTAL	10	$185,000	2.50	$259,965	3.25	$169,750	$24,750	$639,465	$213,617	$853,082
Subcontracting Schools										
CSU Bakersfield	5	$92,500	0.25	$25,000	0.25	$13,750	$2,000	$133,250	$10,188	$143,438
CSU Chico	9	166,500	0.50	50,000	0.25	13,750	3,600	233,850	16,838	250,688
CSU East Bay	15	277,500	0.75	75,000	0.25	13,750	6,000	372,250	23,688	395,938
CSU Fresno	10	185,000	0.50	50,000	0.25	13,750	4,000	252,750	16,938	269,688
Humboldt State University	5	92,500	0.25	25,000	0.25	13,750	2,000	133,250	10,188	143,438
CSU Long Beach **	20	370,000	1.00	100,000	0.25	13,750	8,000	491,750	30,438	522,188
CSU Los Angeles **	7	129,500	0.25	25,000	0.25	13,750	2,800	171,050	10,388	181,438
CSU Sacramento	20	370,000	1.00	100,000	0.25	13,750	8,000	491,750	30,438	522,188
CSU San Bernardino	15	277,500	0.75	75,000	0.25	13,750	6,000	372,250	23,688	395,938
CSU Stanislaus	5	92,500	0.25	25,000	0.25	13,750	2,000	133,250	10,188	143,438
Loma Linda Univ (Instruction)	10	185,000	0.50	50,000	0.25	13,750	4,000	252,750	16,938	269,688
San Diego State University	15	277,500	0.75	75,000	0.25	13,750	6,000	372,250	23,688	395,938
San Francisco State University	10	185,000	0.50	50,000	0.25	13,750	4,000	252,750	16,938	269,688
San Jose State University	10	185,000	0.50	50,000	0.25	13,750	4,000	252,750	16,938	269,688
UCLA **	10	185,000	0.50	50,000	0.25	13,750	4,000	252,750	16,938	269,688
USC **	20	370,000	1.00	100,000	0.25	13,750	8,000	491,750	30,438	522,188
	186	$3,441,000	9.25	$925,000	4	$220,000	$74,400	$4,660,400	$304,858	$4,965,258
Total	**196**	**$3,626,000**	**11.75**	**$1,184,965**	**7.25**	**$389,750**	**$99,150**	**$5,299,865**	**$518,475**	**$5,818,340**

Indirect Costs
25% MTDC State Contracts
BASE
Modified total direct costs consisting of all salaries & wages, fringe, materials, supplies, services, and travel and MTDC excludes equipment, rent, and stipends.

1 __ Indirect 25% MTDC on $67,750
2 __ Indirect 25% MTDC on $286,750
3 __ Indirect 25% MTDC on $99,965
4 __ Indirect 25% MTDC on up to first $25,000 of each subcontract

**** Los Angeles County Universities**

EXHIBIT C

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.
No blame.
No names.

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

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

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

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

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

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

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

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

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

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

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

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

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

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

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

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

Sin pena.

Sin culpa.

Sin peligro.

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

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

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

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

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

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

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

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

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

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

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

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

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

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

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

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

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

EXHIBIT D

CHARITABLE CONTRIBUTIONS CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (Official Name, Official Title)

Please print

ATTACHMENT II

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Acting Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

BOARD OF SUPERVISORS
GLORIA MOLINA
YVONNE B. BURKE
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: (213) 738-4601
Fax (213) 386-1297

October 30, 2007

TO: Each Supervisor

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

SUBJECT: **NOTICE OF INTENT TO ENTER INTO SOLE SOURCE NEGOTIATIONS WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, BERKELEY**

This memo is to comply with the Board of Supervisors' Policy 5.100 regarding sole source contracts. It is the Los Angeles County Department of Mental Health's (LACDMH) intent to enter into sole source negotiations with The Regents of the University of California, Berkeley, located at 2150 Shattuck Avenue, Suite 300, University of California, Berkeley; CA 94720-5940.

The State Department of Mental Health (SDMH) has offered an exceptional opportunity to LACDMH. The SDMH has requested that LACDMH develop a Fiscal Intermediary Agreement for Academic Training between the LACDMH and The Regents of the University of California, Berkeley. This contract will provide stipends to 196 social work students matriculating at 17 colleges/universities throughout the State of California. Los Angeles County has a significant need for social workers trained at the master's level with competencies that support and promote recovery and wellness. LACDMH also has a need for social workers who speak a variety of languages, including Spanish and multiple Asian languages.

The social work stipend project reflects LACDMH's immediate need to increase the number of social workers, not only for its county operated programs, but for its contract agencies, who are trained in a series of competencies based on the Mental Health Services Act (MHSA). Only the Schools/Departments of Social Work that are members of the California Social Work Education Center (CalSWEC) provide training in these competencies. Such competencies support and promote recovery and wellness through independence, hope, personal development and resiliency for children, adults, and older adults with serious emotional and behavioral disorders. Additionally, LACDMH and its contract providers need social workers who are culturally and linguistically competent, provide services that are sensitive and responsive to the needs of local communities, and focus on issues of ethnicity, age, gender, sexual orientation and religious/spiritual beliefs.

This contract will allow LACDMH to recruit throughout the State for the best possible candidates to fill numerous MHSA vacancies. As the fiscal intermediary, The Regents of the University of California, Berkeley, who has a relationship with CalSWEC, will serve as the agency to write checks to CalSWEC. In turn, CalSWEC will provide stipends to second-year graduate level Masters of Social Work (MSW) students.

The SDMH administered this stipend contract with University of California, Berkeley in Fiscal Years 2005-06 and 2006-07. The State Department of Finance subsequently ruled that SDMH needed to engage in a budget authority approval process in order to continue administering this program at the state level. Because this program is one of many MHSA programs needing to go through this process, SDMH determined that the time line for legislative consideration and approval would jeopardize funding student stipends for the current year. The California Mental Health Directors Association's (CMHDA) Governing Board endorsed this interim plan to ensure this stipend program would be funded this fiscal year. In discussions with SDMH and CMHDA, which occurred in late September 2007, it was agreed that Los Angeles County was the logical choice to take responsibility for this stipend program since it easily has the most student stipends in jeopardy.

SDMH contacted LACDMH in early October 2007 requesting a Fiscal Intermediary Agreement for Academic Training be developed between LACDMH and The Regents of the University of California, Berkeley. The reasons for this request are discussed above. The terms of this agreement will be effective July 1, 2007 and will terminate June 30, 2008.

There will be no need to amend our current performance contract with SDMH since we will not be exceeding the $269,193,375 total from our current contract with SDMH. LACDMH has the ability to spend, from our existing performance contract, the dollars needed for this Fiscal Intermediary Agreement for Academic Training. The Total Compensation Amount for the Fiscal Intermediary Agreement for Academic Training is $5,818,340 which will be funded from MHSA Community Services and Supports (CSS) Plan one-time funding for expenditures associated with academic year 2007-08, i.e., July 2007 through June 2008. These funds are available due to FY 2005-06 implementation delays in the MHSA CSS programs.

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

MJS:ED:ed

c: Health Deputies
Chief Executive Office
County Counsel
Robin Kay, Ph.D.
Dennis Murata