COUNTY OF LOS ANGELES

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BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

http://dmh.co.la.ca.us

June 17, 2004

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

▶79 JUN 29 2004

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVALS OF REQUEST TO SUPERSEDE THREE AFFILIATION AGREEMENTS FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS; REVISED AFFILIATION AGREEMENT FORMAT FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS; AND EXECUTION OF NEW AFFILIATION AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the supersession of the Affiliation Agreements for Student Professional Development Programs (AASPDP) with three existing contractors, using a revised format of the AASPDP, substantially similar to Attachment I, and as listed in Attachment II. Upon Board approval, these agreements will be effective July 1, 2004 through June 30, 2005, with four automatic one-year renewal periods. The contract term will expire June 30, 2009. There is no contract amount, and there is no fiscal impact to the County, as the AASPDP format solely provides students with a clinical practicum and an internship experience at DMH facilities.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute new AASPDPs with qualified educational institutions with student professional development programs, including those listed in Attachment IIA, after the Department of Mental Health (DMH) has prepared these agreements in accordance with Attachment I.

3. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to Affiliation Agreements, provided that: 1) approval of County Counsel and the Chief Administrative Office (CAO) or their

designees is obtained prior to any such Amendment; and 2) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is requested to supersede three existing AASPDPs with the revised AASPDP format which includes revised or new mandated provisions for all County contracts. Use of this revised AASPDP format will enable DMH to expand contractual agreements with interested and qualified universities and professional schools for student training programs in the core disciplines of nursing, occupational therapy, psychiatric technician, psychology, public administration, recreational therapy, social work, and vocational rehabilitation. Board approval is also required for delegated authority to the Director of Mental Health to execute new AASPDPs with six educational institutions listed in Attachment IIA as well as other prospective educational institutions.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County's Organizational Goal No. 2, "Workforce Excellence," within the Countywide Strategic Plan. Through the collaborative efforts of DMH and educational institutions, the provision of training opportunities will allow DMH to recruit qualified employees and enhance the quality and productivity of the County workforce.

FISCAL IMPACT/FINANCING

There is no net County cost. The AASPDPs do not have funding and any contract amount.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, DMH provides supervised field placement for students enrolled in nursing, occupational therapy, psychiatric technician, psychology, public administration, recreational therapy, social work, and vocational rehabilitation programs. DMH's goal is to recruit prospective employees from the pool of students interning at DMH sites. These student interns are interested in DMH as a field placement and are motivated to develop skills and experience working with the severely and persistently mentally ill.

DMH's clinical and administrative staff are assigned to supervise and administer agreements; evaluate programs to ensure that quality services are being provided to

clients; and ensure that agreements, provisions, and departmental policies are being followed.

CAO, County Counsel, and DMH's Fiscal and Program Administrations have reviewed the proposed actions. The Agreement, substantially similar to Attachment I, has been approved as to form by County Counsel. The AASPDP format includes provisions required in all County contracts, except Child Support Compliance, Six Months Notification of Agreement Expiration, and when 75% of the MCA is incurred, Health Insurance Portability and Accountability Act (HIPAA), Jury Service, and No Payment for Services Following Expiration/Termination since these provisions do not apply. Many of the provisions do not apply because once the students are placed at DMH facilities, the students register with DMH as volunteers.

CONTRACTING PROCESS

Upon Board approval, three existing AASPDPs will be superseded to include new and revised mandated provisions to allow program growth and streamline the qualifying process. The Director of Mental Health or his designee will also have delegated authority to execute new AASPDPs with other interested and qualified educational institutions.

Qualified universities and professional schools providing similar services have been forthcoming to DMH, but have been reluctant or unwilling to sign DMH's current Agreement format due to lengthy contract provisions which were frequently misunderstood. Pursuant to the approvals by County Counsel and CAO Risk Management Operations, the revised Agreement format establishes reduced insurance limits. As mandated by your Board, DMH evaluates the performance of all contractors on an annual basis to ensure the contractors' compliance with all contract terms and performance standards.

IMPACT ON CURRENT SERVICES

Through the collaborative efforts of DMH and educational institutions, DMH will augment its ability to recruit trained and experienced students as prospective employees and, thus, enhance DMH's capability in providing accessible and culturally appropriate mental health services to children, adults, older adults, and families. DMH will also have the capability to expand affiliations with numerous educational institutions and professional schools and train students to serve the severely and persistently mentally ill population within Los Angeles County.

CONCLUSION

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

Respectfully submitted,

C. Fullmore for M J. Southard

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

MJS:MY:RK:KT:ca

Attachments (3)

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

CONTRACTOR:

_____

_____

Business Address:

_____

_____

_____

_____
Contract Number

_____
Reference Number

Supervisorial District _____

COUNTY OF LOS ANGELES

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

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PO: ASOC ____ TCCB ____ Other ____ Mental Health Service Area(s) ____ Countywide ____

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COUNTY OF LOS ANGELES

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

THIS AGREEMENT is made and entered into this _____ day of _____, 200__, by and between the

COUNTY OF LOS ANGELES
(hereafter "COUNTY") and

_____

_____
(hereafter "CONTRACTOR").

Business Address:

_____

_____

_____

_____

RECITALS

WHEREAS, pursuant to California Health and Safety Code Section 1441, COUNTY has established and operates, through its Department of Mental Health (hereafter "DMH"), a network of County mental health facilities (hereafter "FACILITY"); and

WHEREAS, COUNTY educates and trains students through placement experiences which are a required and an integral part of professional academic curriculums; and

WHEREAS, COUNTY is responsible for student professional development programs, and academic institution/professional school (hereafter "CONTRACTOR") desires an affiliation with COUNTY in training students through placement experiences at COUNTY's FACILITY; and

WHEREAS, CONTRACTOR and COUNTY have found it to be in the public and in their mutual interest to, from time to time, provide an affiliation for the training of students from various academic institutions/professional schools in the core disciplines of nursing, occupational therapy, psychiatric

technician, psychology, public administration, recreational therapy, social work, marriage and family therapy and vocational rehabilitation; and

WHEREAS, it is the purpose of this Agreement to provide students with specialized training at COUNTY's FACILITY working with dually diagnosed, severely, and persistently mentally ill and acutely ill populations, CalWORKs participants, and consumers in both hospital settings and community-based agencies and to provide mental health services, including individual/group, case management, rehabilitation and continuing care services, to consumers and families affected by mental illness; and

WHEREAS, COUNTY'S Department of Mental Health will provide all students with the required number of hours per week of on-site training at specified program sites; and

WHEREAS, this Agreement is authorized by California Government Code Section 26227 and otherwise.

NOW, THEREFORE, CONTRACTOR and COUNTY agree as follows:

PREAMBLE

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

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

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

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

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

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

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

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

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

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and

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

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

Personal Service Delivery

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

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

Service Access

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

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

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

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

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

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

2. TERM: The term of this Agreement shall commence on _____ and shall continue in full force and effect through _____. Thereafter, this Agreement shall be automatically renewed for four successive one-year periods, the first commencing _____and continuing through _____, the second commencing _____ and continuing through _____, the third commencing on _____ and continuing through _____ and the fourth commencing on _____ and continuing through _____, unless the desire of either party to terminate this Agreement is given in writing to the other party on or before May 31 of any COUNTY fiscal year (July 1 through June 30) in which this Agreement is in effect.

3. TERMINATION OF AGREEMENT:

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

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

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

of this Agreement.

4. 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. Director and CONTRACTOR may, in writing, agree from time to time among themselves regarding the policies and procedures necessary to implement and otherwise carry out the purposes of this Agreement and shall provide copies of such writings to each other in accordance with Paragraph 19 (NOTICES). Such policies and procedures shall include, but are not limited to:

A. Procedures to implement Paragraph 5 (NOTIFICATION OF TRAINING PROGRAMS).

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

C. Policies regarding student training hours.

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

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

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

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 COUNTY's FACILITY(IES) and services under this Agreement. CONTRACTOR shall further ensure that all of its officers, employees, and students, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates

which are applicable to their performance hereunder.

7. INDEMNIFICATION AND INSURANCE:

A. Indemnification: CONTRACTOR shall indemnify, defend and hold harmless COUNTY and COUNTY Special Districts, and their elected and appointed officers, employees, and agents, from and against any and all liability or expense, including defense costs and legal fees, arising from or connected with claims for damages or workers' compensation benefits relating to CONTRACTOR's operations or its services, which result from bodily injury, death, personal injury, or property damage or loss of CONTRACTOR's property in the care, custody or control of CONTRACTOR except to the extent of COUNTY's or COUNTY Special Districts' negligent acts or omissions.

B. General Insurance requirements: Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Mental Health, Contracts Development and Administration Division, Attn: Chief, 550 S. Vermont, Los Angeles, 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and

employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

(c) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(d) any loss, disappearance, destruction, misuse or theft of any kind

whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

C. Insurance Coverage Requirements:

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

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

8. TRAINING AND SUPERVISION: COUNTY shall provide training to and supervision of CONTRACTOR's students at FACILITY.

9. RESTRICTION, TERMINATION, AND CERTIFICATION OF STUDENT TRAINING:

A. Restriction: Receiving Party may impose restrictions (e.g., suspension from training program, requirement of supervision, limitation of clinical activities, etc.) on the training of any of CONTRACTOR's students by giving written notice of the nature and duration of such restriction to CONTRACTOR. Receiving Party shall send written reasons for such training restriction to CONTRACTOR within ten days after the date any such restriction is imposed. The requirement of written notice and written reasons described in this Subparagraph A shall not limit the right of COUNTY to impose immediate restrictions upon the clinical activities of such students when required in the interests of patient care.

B. Termination: COUNTY may immediately terminate the training of any of CONTRACTOR's students by giving written notice of such termination to CONTRACTOR. COUNTY shall send written notice stating the reason for such termination to CONTRACTOR within thirty days

after the date of termination.

C. Certification of Training Completion: COUNTY shall have the right to refuse to certify that a student of CONTRACTOR has successfully completed COUNTY's training program. All certifications of successful completion of training programs and all refusals of such certifications shall be done in accordance with any policies and procedures regarding certification agreed upon pursuant to Paragraph 4 (ADMINISTRATION).

D. Procedures for Student Disputes: Resolution of any dispute by any of CONTRACTOR's students against CONTRACTOR or COUNTY as a result of any action taken by CONTRACTOR or COUNTY under Subparagraphs A, B, or C above or otherwise, shall be the sole responsibility of CONTRACTOR and shall be in accordance with the policies and procedures, if any, established by CONTRACTOR. Upon written request of CONTRACTOR, COUNTY shall cooperate and assist in such resolution by providing nonconfidential records or information pertinent to such dispute and otherwise as appropriate and necessary.

10. STATUS OF STUDENTS: Notwithstanding any other provision of this Agreement, the parties agree that each student shall at all times remain the student of CONTRACTOR. In this connection, and except as otherwise provided in Paragraph 9 (RESTRICTION, TERMINATION, AND CERTIFICATION OF STUDENT TRAINING), Subparagraph D (Procedures for Student Disputes), CONTRACTOR's students shall at all times be subject to CONTRACTOR's administrative rules and regulations. Each student shall, however, be required to comply with all rules, regulations, and standards of COUNTY's facility unless specifically in conflict, as mutually agreed by COUNTY and CONTRACTOR. The parties shall cooperate to acquaint students with the rules and regulations of FACILITY.

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

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

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

C. Semester/quarter reports of:

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

2. The year of training of each such student.

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

12. CONFLICT OF INTEREST:

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

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

13. STUDENT AGREEMENTS: CONTRACTOR may require its students to execute the Agreement Regarding Participation in Affiliated Training Program attached hereto as EXHIBIT C, or any similar agreement, and a volunteer package provided by the Training and Cultural Competency Bureau as a condition for participation.

/

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

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

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 not to exceed 3 years, and terminate any or all existing Agreements the Contractor may have with the County.

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

D. If there is evidence that the Contractor may be subject to debarment, the Department

will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

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

16. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

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

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in

other cases the Office of Inspector General (OIG) has the discretion not to exclude.

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

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit E as part of its obligation under this Paragraph 16.

Failure by Contractor to meet the requirements of this Paragraph 16 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

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

18. 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.

19. 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: _____

_____

_____

_____

Attention: _____

To COUNTY: County of Los Angeles

Department of Mental Health

Contracts Development and

Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: 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

_____
CONTRACTOR

By _____

Name _____

Title _____

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

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

STUDENT PROFESSIONAL DEVELOPMENT PROGRAM AGREEMENT

BETWEEN THE COUNTY OF LOS ANGELES

AND

_____

EXHIBIT A

STATEMENT OF WORK

1. Objectives:

   A. To join Contractor and the Los Angeles County Department of Mental Health, hereinafter called "County," to provide training for students through clinical and administrative experiences at Los Angeles County Department of Mental Health's facilities.

   B. Contractor and County mutually agree:

      (1) Selection of students for placement in DMH programs will be the joint responsibility of the Training and Cultural Competency Bureau, the Program Manager of the DMH field placement facility, and the Director of Field Education of the educational institution.

      (2) Placements will not be renewed without review by the Training Coordinator, and no new placements will be negotiated without the knowledge of the Training Coordinator, the Program Manager of the DMH field placement facility, and the Director of Field Education of the educational institution.

2. Definition of Students:

   A. Students who are enrolled in an accredited academic institution with which there is a valid, executed affiliation agreement will be placed to meet the requirements of a credit course offered by that academic institution, or as part of a practicum or internship leading to a specific degree.

   B. Placement-eligible students will be enrolled in programs leading to State certification, registration, or licensure from an accredited academic institution.

3. Contractor's Responsibilities:

   Placement of students within any DMH facility requires the approval of the Training and Cultural Competency Bureau.

The following conditions apply:

A. There must be in place an executed **Affiliation Agreement** between the Department of Mental Health and the Contractor.

B. Contractor must submit a **Notice of Student Placement** (Exhibit C) to the Training and Cultural Competency Bureau prior to intended start date.

C. Upon acceptance into the Student Professional Development Program, a "volunteer" packet will be given to selected students for completion. The Training and Cultural Competency Bureau will make all required paperwork available to Contractor, who will distribute to selected students.

D. The Contractor shall notify the Training and Cultural Competency Bureau of any students withdrawing from school.

4. County's Responsibilities:

A. To designate as Training Coordinator a staff member who will be responsible for planning and implementation of the student professional development program placement experience.

B. To designate as Primary On-Site Supervisor an appropriately licensed staff member who will personally provide the student's weekly, formally scheduled supervision.

C. To advise the Contractor immediately of any changes in its personnel, policies, or operations which may significantly affect the clinical training of the student.

D. To inform the student of the County's existing pertinent policies, procedures, rules, and regulations with which the student is expected to comply, and to otherwise orient the student to the County and its operations.

E. To evaluate the performance of the student on a regular basis, using the forms provided by the Contractor for evaluation purposes. The Primary On-Site Supervisor will provide two such evaluations of the student per year.

F. To advise the Contractor promptly of any serious deficit noted in the ability of the student to progress toward completion of the training experience. It will then be the responsibility of the Contractor and County to attempt to devise a plan by which the student may be assisted to achieve the objectives of the training experience.

G. To have the right to terminate any student in training whose performance is:

(1) Determined to be detrimental to the well-being of clients;

(2) Knowingly unethical and unprofessional; and/or

(3) Determined to be so substandard that additional guidance is not likely to help the student toward achievement of practicum or internship objectives.

Prior to terminating the student, the County agrees to confer with the Contractor's Director of Field Education and/or academic liaison to discuss the reasons for the planned termination.

H. To comply with all Federal and State laws, rules, and regulations concerning the confidentiality of student records.

I. To comply with all Federal and State laws, rules, and regulations and with all professional and ethical guidelines concerning human research if students participate in research activities at the facility.

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
Training and Cultural Competency Bureau

NOTICE OF STUDENT PLACEMENT

Listed below are the names of students, mailing addresses, phone numbers, email addresses, expected graduation date, and DMH agency which has agreed to accept these students:

Student	Mailing Address	Phone Number	Email Address	Grad. Date	DMH Agency

Unless otherwise indicated, all students will be expected to start their placement on: _____ complete their placements on: _____

Students will be expected to be at their placement ____ hours per week, for ____ weeks, for a total of ____ hours.
Check one: ( ) Academic Year, ( ) Semester/Quarter, ( ) Summer Block

Please note: Students may not begin their placement with DMH until authorized by the Training and Cultural Competnecy Bureau and processed through Human Resources.

Academic Institution:	**Field Placement Representative:**	**Date:**

Send completed form to: jcunningham@dmh.co.la.ca.us

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

BETWEEN THE COUNTY OF LOS ANGELES

AND

_____

EXHIBIT C

AGREEMENT REGARDING PARTICIPATION IN

STUDENT PROFESSIONAL DEVELOPMENT PROGRAM

In consideration of my eligibility to participate in affiliated student professional development programs established by [Sending Party] _____ and the Los Angeles County Department of Mental Health, I, _____, hereby agree and consent to the following:

ADHERENCE TO RULES AND REGULATIONS

1. I acknowledge and agree that I will adhere to all policies, procedures, rules and regulations of any Los Angeles County Department of Mental Health facility in which I may receive training during my participation in such affiliated professional development program. I agree to be bound by the policies and procedures established by [Sending Party] _____ to resolve any disputes, including disciplinary actions, between myself and [Sending Party] _____ or the County of Los Angeles Department of Mental Health facility in which I may receive training pursuant to the affiliated student professional development program.

RIGHTS OF MENTAL HEALTH FACILITIES

2. I acknowledge and agree that the mental health facility in which I may receive training pursuant to the affiliated training program shall have the right to restrict or terminate my participation in the training program and/or to refuse to certify that I have successfully completed the training program. I understand that any such restriction, termination or refusal to certify shall be based upon my actions and performance during the training program and shall be taken in accordance with any and all relevant policies and procedures of such training program.

AUTHORIZATION TO OBTAIN INFORMATION

3. I authorize [Sending Party] _____ and the mental health facility in which I may receive training pursuant to such a training program to consult at any time with the administration and members of the faculty of any County of Los Angeles Department of Mental Health facility with which I have been associated who may have information bearing on my professional competence, character, physical and mental health status, ethics, and other qualifications, as may reasonably be related to eligibility to perform services in such training mental health facilities. I hereby possess qualifications, as may reasonably be related to my eligibility to perform services in such training mental health facilities. I hereby further consent to the release by the administration of [Sending Party] _____ to County's Director of Mental Health or his designee of such records and documents relating to my education and training at [Sending Party]_____ as may be material to an evaluation of my professional qualifications and competence for satisfactory participation in any such mental health facilities' student professional development programs pursuant to such a training program.

CONFIDENTIALITY OF MEDICAL RECORDS AND PATIENT INFORMATION

4. I understand and agree that medical records and patient information are confidential under the law and that I will not release any such information. I agree to seek guidance should I have any questions about confidentiality.

RELEASE FROM LIABILITY

5. I hereby release from liability all employees, agents, and representatives of [Sending Party] _____, County of Los Angeles, and any County of Los Angeles Department of Mental Health facility in which I may receive training hereunder, including their respective professional staff and staff representatives, for their acts performed in good faith and without malice as an incident to any communication, action, proceeding, performance evaluation, certification, or review undertaken pursuant to this Agreement or otherwise related to my participation in such a training program. I further expressly agree that the above releases shall apply to any act, communication, report, recommendation, or disclosure; and with respect to the named parties in whose favor such releases are given, are intended to and shall include all their officer, employees, and agents; and that, in addition to the above specific releases, such parties shall be entitled, to the fullest extent permitted by law, to absolute immunity from liability arising from any such act, communication, report, recommendation, or other disclosure. In furtherance of the foregoing, I agree that, upon request of [Sending Party] _____ or the mental health facility to which I may be assigned under such a training program, I will execute releases in accordance with the tenor and import of this Agreement in favor of any individual or organization specified herein.

I understand that my execution of this Agreement indicates that I have read, understood, and agreed to be bound by the foregoing and by any and all provisions of California Law applicable to the subject matter addressed herein.

_____ DATE:_____

NAME OF STUDENT (PRINTED)

_____

SIGNATURE OF STUDENT

KT:ZIP:AFFIL.K-STUDENTPROF.DEV.PROG.EX.B.doc
06/16/2004 5:10 PM

AFFILIATION AGREEMENT FOR STUDENT
PROFESSIONAL DEVELOPMENT PROGRAMS

EXHIBIT D

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

[illegible]
[illegible]

Health [illegible] Services Agency
[illegible] Secretary

[illegible] Services
[illegible] Director

Los Angeles County Board of Supervisors
[illegible] Supervisor, First District
Yvonne [illegible] Supervisor, Second District
[illegible] Supervisor, Third District
[illegible] Supervisor, Fourth District
Michael [illegible] Supervisor, Fifth District

[illegible] Initiative [illegible] SILA and [illegible]

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.

Local Condado de Los Angeles
1-877-BABY-SAFE
[illegible]
www.babysafela.org

[illegible]

Agencia de Salud [illegible] Humanos

[illegible]

Departamento [illegible]

Consejo de Supervisores del Condado de Los Angeles
[illegible] Supervisora, Primer Distrito
Yvonne [illegible] Supervisora, Segundo Distrito
[illegible] Supervisor, Tercer Distrito
[illegible] Supervisor, Cuarto Distrito
Michael [illegible] Quinto Distrito

[illegible] First 5 LA y INFO LINE de [illegible]

¿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.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Affiliation Agreement For Student Professional Development Programs Agreement's Paragraph 17 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

COUNTY OF LOS ANGELES -- DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

ATTACHMENT II

SUPERSESSION OF AFFILIATION AGREEMENTS FOR
STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

Contract Administrator: C. Alexander

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Present Contract #	Agreement Term	Fiscal Year				
					FY 2003-2004	FY 2004-2005	FY 2005-2006	FY 2006-2007	FY 2007-2008
1	Fielding Graduate Institute 2112 Santa Barbara Street Santa Barbara, CA 93105 Judith Schoeneholtz-Read, Ed.D. Associate Dean for Clinical Training	All	DMH-01022	5 Years	N/A	N/A	N/A	N/A	N/A
2	Phillips Graduate Institute 5445 Balboa Boulevard Encino, CA 91316 Lisa Porche-Burke President	All	DMH-01623	5 Years	N/A	N/A	N/A	N/A	N/A
3	California School of Professional Psychology dba Alliant International University 1000 S. Fremont Avenue, Unit 5 Alhambra, CA 91803 Ellin Bloch, Director	All	DMH-01017	5 Years	N/A	N/A	N/A	N/A	N/A

COUNTY OF LOS ANGELES -- DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

PROPOSED NEW AFFILIATION AGREEMENTS FOR
STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

Contract Administrator: C. Alexander

ITEM No.	CONTRACTOR	SUP. DIST. (Sites)	Agreement Term	Fiscal Year				
				FY 2003-2004	FY 2004-2005	FY 2005-2006	FY 2006-2007	FY 2007-2008
1	University of Scranton Department of Occupational Therapy Leahy Hall, 3rd Floor Scranton, PA 18510 Lisa A. Burns, OTR/L	All	5 Years	N/A	N/A	N/A	N/A	N/A
2	Midwestern University 19555 N. 59th Avenue Glendale, Arizona 85308 Dennis J. Paulson, Ph.D Dean, College of Health Sciences	All	5 Years	N/A	N/A	N/A	N/A	N/A
3	National University 9920 S. La Cienega Blvd. Inglewood, CA 90301 Dr. Monica Carbajal Asst. Professor/Lead Faculty	All	5 Years	N/A	N/A	N/A	N/A	N/A
4	Argosy University/Orange County 3745 W. Chapman Avenue Orange, CA 92868 Christine Sells, Ph.D Director of Training	All	5 Years	N/A	N/A	N/A	N/A	N/A
5	Antioch University Los Angeles 13274 Fiji Way Marina Del Rey, CA 90292 Dr. Chloe Reid Interim President	All	5 Years	N/A	N/A	N/A	N/A	N/A
6	California State University, Dominguez Hills 1000 East Victoria Street Carson, CA 90747 Emmit L. Williams Director of Procurement, Contracts, Logisitica and Support Services	All	5 Years	N/A	N/A	N/A	N/A	N/A