



**DEPARTMENT OF MENTAL HEALTH**  
hope. recovery. wellbeing.

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June 18, 2019

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

36 June 18, 2019

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

Dear Supervisors:

  
CELIA ZAVALA  
EXECUTIVE OFFICER

**APPROVAL TO ENTER INTO A SOLE SOURCE COLLABORATIVE CONTRACT WITH THE  
REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF ITS LOS ANGELES  
CAMPUS FOR FISCAL YEARS 2019-20 THROUGH 2023-24  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to enter into a sole source Collaborative Contract (Contract) with The Regents of the University of California, on behalf of its Los Angeles campus (Regents), for the provision of General Clinical Education; Training and Technical Services; Research and Evaluation; and Technology and Innovation services related to mental health.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute a sole source contract, substantially similar to Attachment I, with Regents for the provision of the following four service components: General Clinical Education; Training and Technical Services; Research and Evaluation; and Technology and Innovation. The Contract will be effective July 1, 2019 through June 30, 2024, with two additional one-year optional renewal periods through Fiscal Year (FY) 2025-26. The annual Total Contract Amount (TCA) is \$21.6 million, fully funded by State Mental Health Services Act revenue, 2011 Realignment and Intra-Fund Transfers from the Departments of Health Services and Public Health.
2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the Contract to: add a Statement of Work (SOW) to the identified service components, delete or modify an existing SOW; shift funds between SOWs and funding categories

to allow for the increase or decrease of services, as needed; revise the TCA; and, incorporate federal, State, and County regulatory and/or policy changes provided that: (1) the County's total payment to the contractor for each fiscal year will not exceed an increase of 25 percent of the TCA in Recommendation (2) sufficient funds are available; and (3) the amendments are subject to the prior review and approval as to form by County Counsel, with written notification to the Board and Chief Executive Office (CEO).

3. Delegate authority to the Director, or his designee, to terminate the Contract in accordance with the Contract's termination provisions, including Termination for Convenience with prior written notification to the Board and CEO.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Board approval of Recommendation 1 will allow DMH to execute a Collaborative Contract between DMH and Regents for the provision of General Clinical Education, Training and Technical Services, Research and Evaluation, and Technology and Innovation services for five years.

Board approval of Recommendation 2 will allow DMH to amend the Contract to increase the TCA not to exceed 25 percent of the annual TCA, and add new SOWs to the identified service components, and delete or modify an existing SOW.

Board approval of Recommendation 3 will allow DMH to terminate the Contract in accordance with the Contract's termination provisions, including termination for convenience, in a timely manner, as necessary.

The Contract includes the following four overarching Service Components:

**GENERAL CLINICAL EDUCATION:** UCLA places trainees in DMH programs, where, as part of their training, they provide direct clinical services to mental health clients. This component provides a unique opportunity for UCLA residents and fellows to receive training in a complex public mental health system, and, in turn, helps ensure the availability of highly skilled clinicians in the future.

In addition, DMH also sponsors two Clinician Scholars. This program trains psychiatrists and other clinicians to work closely with culturally diverse communities in program development and collaborative research. Scholars engage in two years of graduate-level study and mentored research. The program's training is designed to address the challenges posed by the U.S. healthcare system, community health and health services research, and involves academic and clinical work.

**TRAINING AND TECHNICAL SERVICES:** This component includes services provided by UCLA to DMH staff (directly operated and contracted providers) and other community stakeholders to strengthen DMH's ability to deliver services to underserved populations in Los Angeles County. This service component will also include the Bilingual and Spanish Interdisciplinary Clinical Training through the Cultural Neuropsychiatric Program (CNP) that is housed within UCLA's Hispanic Neuropsychiatric Center of Excellence.

Additionally, UCLA will coordinate and organize the DMH, DHS, and DPH sponsored Annual Statewide Integrated Care Conference, and the Prevention and Coping with Hope Conferences.

**RESEARCH AND EVALUATION:** UCLA and DMH will collaborate to improve access to, and the effectiveness of, client-centered, culturally competent mental health services in Los Angeles County

through investigation of the clinical, socio-cultural, and operational factors that shape policies and practices in public mental health. Through projects involving the application of rigorous, state-of-the-art research methodologies for examination of key Departmental service designs, this service component is designed to generate results that can be feasibly and effectively implemented to improve the quality of public mental health care in Los Angeles County. This component builds upon two decades of strong collaboration between the DMH and UCLA to produce clinically relevant projects that improve care in the Los Angeles County public mental health system.

**TECHNOLOGY AND INNOVATION:** This component will focus on projects that are both innovative and have a technological component to enhance client care and mental health outcomes. UCLA and DMH will use these funds to improve the mental health of our clients by providing more convenient and secure modes of treatment. This is especially beneficial for clients experiencing challenges with mobility that would otherwise prevent them from seeking and receiving treatment.

### **Implementation of Strategic Plan Goals**

The recommended Board actions are consistent with County Strategic Plan Goal I: Make Investments That Transform Lives, via Strategy I.2 Enhance Our Delivery of Comprehensive Interventions; and Goal III: Realize Tomorrow's Government Today, via Strategies III.1 Continually Pursue Development of Our Workforce, and III.2 Embrace Digital Government for the Benefit of Our Internal Customers and Communities.

### **FISCAL IMPACT/FINANCING**

For FY 2019-20, the TCA is \$21.6 million, fully funded by State Mental Health Services Act revenue, 2011 Realignment and Intra-Fund Transfers from the Departments of Health Services and Public Health. \$14 million is included in the FY 2019-20 Recommended Budget and \$7.6 million will be requested in Supplemental Budget.

For each subsequent fiscal year, the TCA will be \$21.6 million, which will be requested through DMH's annual budget request process.

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

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Through its long-standing affiliation with DMH, UCLA has developed a deep understanding of the County's mental health system giving it the ability to provide customized trainings that meet the unique needs of DMH staff and its client population. This partnership is mutually beneficial and is conducive to the joint effort of applying state-of-the-art knowledge in psychiatry and mental health rehabilitation for the provision of mental health services to the residents of Los Angeles County. Each of the Service Components has objectives designed to achieve the intended purpose of this Contract.

The General Clinical Education component will implement an annual rotation schedule defining the specialty and number of UCLA Trainees to be placed in participating DMH Directly Operated sites and programs that promotes the availability of a qualified candidate pool in the future.

The Training and Technical Services component includes the Integrated Care Conference, which is jointly sponsored by DMH, Departments of Health Services and Public Health. Additionally, this component, through CNP, will aim to develop training and train incoming clinicians and researchers,

to address the need for clinical neuropsychological services in Los Angeles County's Latino community.

The Research and Evaluation component will foster partnership in improving access to, and the effectiveness of, client-centered, culturally competent mental health services in Los Angeles County through investigation of the clinical, socio-cultural, and operational factors that shape policies and practices in public mental health.

The Technology and Innovation component will focus on projects that are both innovative and have a technological component to enhance client care and mental health outcomes.

The attached Contract format has been approved as to form by County Counsel.

As mandated by your Board, the Contract will be evaluated by DMH on an annual basis to ensure compliance with all contract terms and performance standards.

### **CONTRACTING PROCESS**

In compliance with Board Policy 5.100, Sole Source Contracts, DMH notified your Board on May 15, 2019, (Attachment II) of its intent to execute a sole source contract with Regents. In addition, attached is the required Sole Source Contract Checklist (Attachment III), identifying and justifying the need for a sole source collaborative contract that has been approved by the CEO.

The Regents has requested a change to the standard County indemnification provision. The proposed change obligates the Regents to defend and reimburse the County for any loss arising from the contract in proportion to and to the extent of the negligent acts or omission of the Contractor. This varies from the County language in that the Regents would be responsible for any loss caused by the County under the contract unless the County was completely at fault. Since the Regents are a constitutionally created State institution, its proposed indemnification provision is within reason and does not significantly impact the County.

In accordance with your Board Policy Manual, Section 5.120, Authority to Approve Increases to Board Approved Contract Amounts requirements, DMH notified your Board on May 16, 2019 (Attachment IV) identifying and justifying the need for requesting a percentage increase exceeding ten percent.

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

Board approval of the proposed action will strengthen DMH's commitment to the strategic and disciplined use of available resources in order to achieve the goal of helping those experiencing serious and persistent mental illness by delivering quality care, increasing the pool of well-trained and qualified clinical staff with public mental health experience, and further developing the skills of directly-operated clinical staff.

The Honorable Board of Supervisors

6/18/2019

Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JES', is centered on the page.

JONATHAN E. SHERIN, M.D., Ph.D.

Director

JES:ES:SK:yy

Enclosures

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



**DMH/UCLA COLLABORATIVE CONTRACT**

**BY AND BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH**

**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
ON BEHALF OF  
ITS LOS ANGELES CAMPUS**

**CONTRACT No. MH270001**

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**DMH/UCLA COLLABORATIVE CONTRACT**  
**BETWEEN**  
**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF MENTAL HEALTH**  
**AND**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS**  
**LOS ANGELES CAMPUS**

This Contract (“Contract”) made and entered into this 1<sup>ST</sup> day of July, 2019 by and between the County of Los Angeles, hereinafter referred to as County and The Regents of the University of California, on behalf of its Los Angeles campus, hereinafter referred to as Contractor”, located at 10889 Wilshire Boulevard, Suite 700, Los Angeles, CA 90095-1406.

**RECITALS**

WHEREAS, the Contractor is a non-profit, public educational institution with the expertise in providing training and evaluation services; and

WHEREAS, the County is committed to the ongoing development of effective systems of care that use state-of-the-art concepts, technologies, and skills, all focused upon the needs of the communities it serves. County is also committed to providing sites for medical teaching that will help ensure availability of highly skilled clinical staff in the future; and

WHEREAS, UCLA recognizes that one of its missions - preparing its graduates for distinguished careers in medicine, furthering understanding of complex human behavior, and fostering an environment that integrates education and research with exemplary patient care - demand extensive community-based experience, and

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this Contract; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1 APPLICABLE DOCUMENTS**

1.1 Exhibits A, B, D, E, F, G, H, I, K, N, and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

1.1 Exhibit A - Statements of Work

1.2 Exhibit B - Funding Summary

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - Contractor's EEO Certification

1.5 Exhibit E - County's Administration

1.6 Exhibit F - Contractor's Administration

1.7 Exhibit G - Forms Required at the Time of Contract Execution

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

1.10 Exhibit J - Intentionally Omitted

- 1.11 Exhibit K - Attestation Regarding Federally Funded Program
- 1.12 Exhibit L - Intentionally Omitted
- 1.13 Exhibit M - Intentionally Omitted
- 1.14 Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

**SB 1262 - Nonprofit Integrity Act of 2004**

- 1.15 Exhibit O - Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

**2 DEFINITIONS**

**2.1 Standard Definitions:**

**2.1.1** The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

**2.1.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth

the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.4 **DMH Program Lead:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.5 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.6 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.7 **Contractor Authorized Official:** The person designated by the Contractor to execute and administer this Contract.
- 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 **DMH Programs:** Organized systems of mental health care at specific sites directly operated by DMH and supervised by DMH employees, such as

the Edmund D. Edelman Westside Mental Health Center and the Augustus F. Hawkins Mental Health Center.

2.1.1.10 **DMH Voluntary Employees** Those individuals who are required by DMH policy to be, and have been, approved by DMH's Human Resources Bureau employees in order to provide clinical services to County clients in a DMH directly operated program. These individuals are not directly compensated by County for the provision of clinical services. Any DMH requirement for certain UCLA Staff providing services hereunder to obtain DMH Voluntary employee status is not intended to, nor will it, affect any UCLA Faculty member's faculty appointment or employment status or a Trainee's UCLA employment status.

2.1.1.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.1.12 **Joint Mental Health Operations Committee (JHOC):** The Governing Committee composed of the UCLA Chancellor or Designee, and the DMH Director or designee, and such other personnel as they might appoint. The Committee acts as a governing body for the Contract and approves all services in the Contract as well as any new proposals to ensure that the services are in compliance with the overall goals for the Contract. The Committee will have an equal number of



members from UCLA and from DMH and shall meet at least quarterly, and may meet more frequently at the request of either the UCLA Administrator or the DMH Administrator if necessitated by workload.

2.1.1.13 **Los Angeles County Department of Mental Health (LACDMH):** A government department within LA County that provides mental health services for Los Angeles County residents.

2.1.1.14 **MHSA:** California Department of Mental Health (DMH) to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults and families. The Act addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology and training elements that will effectively support this system.

2.1.1.15 **Principal Investigator (PI):** A Principal Investigator is the primary individual responsible for the preparation, conduct, and administration of a project.

2.1.1.16 **Statement of Work:** The directions and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.17 **Subcontract:** An agreement by the contractor to use a subcontractor to provide services to fulfill this contract

- 2.1.1.18 **Subcontractor:** Any sole proprietor, firm, partnership, joint venture, corporation, or other legal entity performing a portion of the statement of work in furtherance of contractor's performance of this contract, at any tier, under written agreement.
- 2.1.1.19 **UCLA Faculty:** Person who are members of UCLA's employed or voluntary faculty with appointments to UCLA.
- 2.1.1.20 **UCLA Staff:** Any person providing services on behalf of UCLA under this Contract and includes, but is not limited to Residents and UCLA Faculty.
- 2.1.1.21 **University:** An educational institution designed for instruction, examination, or both, of students in many branches of advanced learning. For the purpose of this contract "Contractor" and "University" may be used interchangeably.
- 2.1.1.22 **Vendor:** Any individual or person or persons furnishing supplies, services of any nature, equipment, and/or materials to contractor for a fee.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver all tasks, deliverables, services, and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

## 4 TERM OF CONTRACT

### 4.1 TERM:

- 4.1.1 Initial Period: The Initial Period of this Contract shall commence on July 1, 2019, and shall continue in full force and effect through June 30, 2024.
- 4.1.2 Optional Renewal Period(s): After the Initial Period, this Contract may be renewed two (2), additional periods unless either party desires to terminate this Contract in accordance with provision 8.42 (Termination for Convenience).
- (1) First Optional Renewal Period: If this Contract is renewed, the First Optional Renewal Period shall commence on July 1, 2024, and shall continue in full force and effect through June 30, 2025.
- (2) Second Optional Renewal Period: If this Contract is renewed, the Second Optional Renewal Period shall commence on July 1, 2025, and shall continue in full force and effect through June 30, 2026.
- 4.1.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.1.4 The Contractor shall notify Department of Mental Health when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification via electronic mail to Department of Mental

Health at the address herein provided in Exhibit E - County's Administration.

## **5 CONTRACT SUM**

### **5.1 Total Contract Amount (TCA)**

5.1.1 Funding is per category as defined in Exhibit B (Funding Summary). Specific project funding details are defined in each of the attached Statements of Work (Exhibit A).

### **5.2 Written Approval for Reimbursement**

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred approximate seventy-five percent (75%) of the total contract sum under the respective Statement of Work. Upon occurrence of this event, the Contractor shall send written notification via electronic mail to Department of

Mental Health at the address herein provided in Exhibit E, County's Administration.

**5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract and payment of a final invoice submitted within one-hundred and twenty (120) days after the expiration and termination of the Contract. Should the 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 the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County for providing the tasks, deliverables, services, and other work specified in Exhibits A, including A.1 through D.1 - Statements of Work (SOW) and elsewhere hereunder within sixty (60) days after the end of the month of service.

5.5.2 The Contractor shall prepare and submit a DMH provided monthly claim form which includes the deliverables met and/or progress towards the deliverables met within the specified reporting period. The amount requested must be signed by the Principal Investigator identified in the SOW and

shall be submitted with the Contractors' monthly invoice package. The invoice packages shall include the charges owed to the Contractor by the County under the terms of this Contract, the monthly claim form for each SOW and any backup documentation requested by County.

5.5.3 The Contractor's invoices shall be priced in accordance with the specific SOW.

5.5.4 All invoices under this Contract shall be electronically submitted to the following email address: TBD

#### **5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

#### **5.7 Default Method of Payment: Electronic Funds Transfer**

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor confirms it has access to the County's EFT portal. The Contractor agrees to submit payment request using County's EFT portal.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct

deposit shall supersede this requirement with respect to those payments. The County agrees to notify the Contractor of any changes in advance.

#### 5.7.4 Intentionally Omitted

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Project Director or Designee**

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 DMH Program Lead**

6.3.1 The role of the County's DMH Program Lead is authorized to include:

6.3.1.1 Meeting with the Contractor's Principal Investigator on a regular basis; and DMH Program Lead

6.3.1.2 Inspecting any and all tasks, deliverables, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's DMH Program Lead is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.4 County's Contract Project Monitor**

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's DMH Project Director.

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.



## **7.2 Contractor's Authorized Official**

7.2.1 The Contractor's Authorized Official is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Authorized Official.

7.2.2 The Contractor's Authorized Official shall be responsible for the Contract's overall contract administration activities as related to this Contract and shall meet and coordinate with County's Contract Project Monitor on a regular as needed basis.

## **7.3 Approval of Contractor's Staff**

7.3.1 Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the Contract. Based upon whether Contractor's staff pass or do not pass the required County background clearance investigation, County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Principal Investigator.

## **7.4 Contractor's Staff Identification**

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not

have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor shall notify the County within five business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County within three business days after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County within three business days after the employee has been removed from working on the County's Contract.

## **7.5 Background and Security Investigations**

7.5.1 To the extent it is legally able subject to Contractor's University of California Human Resources (HR) Policies and Collective Bargaining Agreements with local labor unions, each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by Contractor or upon County's request, shall undergo and pass a background investigation as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of

Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff who is in a designated sensitive position does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with such County's request at any time during the term of the Contract. Contractor will not provide to County or to County's staff any information obtained through the Contractor's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and

against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from any failure by Contractor, its officers, employees, or agents, , to comply with this Paragraph 7.6, as determined by County in its sole judgment. The aforementioned duty to indemnify and hold harmless shall apply only in proportion to and to the extent of the negligent acts or omissions of the Contractor, its officers, agents and employees. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor is required to sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality

Contract”, Exhibit G-1. Such Acknowledgments shall be executed by Contract’s Authorized Official on or immediately after the commencement date of this Contract.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor’s Authorized Official and by Director of the Department of Mental Health or his designee.

8.1.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor’s Authorized Official and by Director of the Department of Mental Health or his designee.

8.1.3 The Director of the Department of Mental Health, or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor’s Authorized Official and by Director of the Department of Mental Health or his designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, 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 the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such

disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 All Subcontractor(s) included in Contractor's Pricing Schedule are approved by the County. Any new assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, , 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 the Contract which may result in the termination of this Contract. 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.

### **8.3 Authorization Certifications**

8.3.1 The contractor represents and certifies that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract or who has received required Contractor's internal approval and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Budget Reductions**

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with

respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract 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 actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 Complaints**

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigation and responding to complaints.

## **8.6 Compliance with Applicable Law**

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from to any failure by Contractor, its officers, employees, or agents, , to comply



with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. The aforementioned duty to indemnify and hold harmless shall apply only in proportion to and to the extent of the negligent acts or omissions of the Contractor, its officers, agents and employees. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or

be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, “contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either

comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 To the best of the Parties' knowledge, no County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the

County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. The contractor shall submit documentation to the County of employees (current and former State employees) who may present a conflict of interest.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

8.10.1 For the purposes of this Contract, should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall, give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 Consideration of Hiring GAIN-GROW Participants**

8.11.1 For the purposes of this Contract, should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW)

Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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.

### **8.12.2 Chapter 2.202 of the County Code**

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 contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified

period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-responsible contractor**

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 a contract 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.

### **8.12.5 Contractor Hearing Board**

8.12.5.1 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.

8.12.5.2 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.

8.12.5.3 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 Contractor Hearing Board.

8.12.5.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 interests of the County.

8.12.5.5 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 (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the 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.

8.12.5.6 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.

**8.12.6 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

**8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law**

8.13.1 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 contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster, in Exhibit I, in a prominent position at the Contractor’s place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

**8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and

spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the UCLA's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and will during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Contract as specified in the Statements of Work or on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur

consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Damage to County Facilities, Buildings or Grounds**

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or its employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all

covered employees for the period prescribed by law. The County understands that Contractor is not required to provide copies of I-9 Form to the County for review.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract. The aforementioned duty to indemnify and hold harmless shall apply only in proportion to and to the extent of the negligent acts or omissions of the Contractor, its officers, agents and employees.

#### **8.18 Facsimile, Scanned Representations**

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

#### **8.19 Fair Labor Standards**

8.19.1 To the extent permitted by applicable law, the contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and

hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable. .

## **8.20 Force Majeure**

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

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

schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event. The Contractor may terminate this Contract pursuant to subparagraph 8.42 – Termination for Convenience in the event other sources are not available.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work

pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

### **8.23 Indemnification**

8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) 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 this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees. The aforementioned duty to indemnify hold harmless shall apply only in proportion to and to the extent of the



negligent acts or omissions of the contractor, its officers, agents and employees.

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.2 Evidence of Coverage and Notice to County**

8.24.2.1 Certificate(s) of insurance coverage or certificates of self-insurance (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract. Such provision shall apply only in

proportion to and to the extent of the negligent acts or omissions of the Contractor, its officers, agents and employees.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. With the exception of Self-Insurance certificates, certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or

information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Mental  
Health  
Contracts Development and Administration  
Division  
550 S. Vermont, 5th Floor, Room 500  
Los Angeles, CA 90020  
Attention: Administrative Services Division  
Manager

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

**8.24.3 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided

additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County which arises from or relates to this DMH/UCLA Collaborative Contract. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor as specified in Article 8.23. This does not impact the contractor's duty to defend County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

**8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

**8.24.6 Intentionally Omitted**

**8.24.7 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies or self-insurance programs, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

**8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract.

**8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall

be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

**8.24.10 Intentionally Omitted**

**8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**8.24.12 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

**8.24.13 Intentionally Omitted**

**8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**8.25 Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer

organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

##### **8.25.4.1 Sexual Misconduct Liability**

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

##### **8.25.4.2 Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor



understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**8.25.4.3 Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

**8.25.4.4 Intentionally Omitted**

**8.25.4.5 Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$3 million. No exclusion/restriction for

unencrypted portable devices/media may be on the policy.

#### **8.25.4.7 Intentionally Omitted**

#### **8.26 Intentionally Omitted**

#### **8.27 Intentionally Omitted**

#### **8.28 Nondiscrimination and Affirmative Action**

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age (over 40), marital status, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age (over 40), marital status, condition of physical handicap (including HIV and AIDS) or mental handicap, disability,

medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age, condition of physical

handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Contractor shall give written notice of its obligations under this Paragraph 8.28 to labor organizations with which it has a collective bargaining or other contract.

8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records associated with Contractor's staffs paid by this Contract during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28.9 Contractor shall include the provisions of this Paragraph 8.28 in every subcontract or purchase order unless otherwise expressly exempted.

#### 8.28.10 Complaint Procedures

UCLA will establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from UCLA of a complaint with respect to any alleged discrimination in the rendering of services by UCLA's personnel. Such procedures will also include a provision whereby any such person, who is dissatisfied

with UCLA's resolution of the matter, will be referred by UCLA to DMH Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures will also indicate that if such person is not satisfied with DMH's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

### **8.29 Non Exclusivity**

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of mental Health or designee shall resolve it.

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

8.32.1 UCLA will notify its employees, in a method it deems appropriate, and will require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice will be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

8.32.1 UCLA's department(s) receiving funding under this Contract shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

**8.34 Notices**

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of mental Health, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition against Inducement or Persuasion**

8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned



documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.36.3 Notwithstanding the foregoing, Contractor, as part of the University of California system, is subject to certain State regulations and resolutions regarding access to its records. Therefore, the University of California maintains a publicly accessible listing of all proposals and awards and this Contract will be included in that listing, and such listing will not be deemed as breach of agreement. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. Contractor shall not in any way be liable or responsible for the disclosure of any such records, including without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdictions.

### **8.37 Publicity**

8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. Notwithstanding the foregoing sentence and for the avoidance of doubt, the County recognizes the Contractor is a public, educational institution whose primary purpose is to disseminate knowledge through publications and the County

allows this activity by the Contractor. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.1.3 The County understands that the California Education Code Section 92000 provides that the name "University of California" is the property of the State of California and that no person shall use that name without the permission of The Regents of the University of California.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 The contractor shall maintain accurate and complete financial records, employment records and other records relating to its performance of this Contract. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within six (6) months after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this

Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### 8.38.4 Intentionally Omitted

### **8.39 Recycled Bond Paper**

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall

provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 Any entity hired by Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any

subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Mental Health  
Contracts Development and Administration Division  
550 S. Vermont Ave., 5th Floor  
Los Angeles, CA 90020  
Attention: Administrative Services Division Manager

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue

debarment of the contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

8.43.1 The County may, by thirty (30) day's advance written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract;  
or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor.



Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

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

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

#### **8.45 Termination for Insolvency**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall

constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

8.50.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The

rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 Warranty against Contingent Fees**

8.50.1 To the best of its knowledge, the Contractor represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this representation, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor represents and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

**8.53 Time Off for Voting**

8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, or communicate electronically, a notice setting forth the provisions of Section 14000.

**8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the

Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**8.55 Intentionally Omitted**

**8.56 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**8.57 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor acknowledges and certifies receipt and understanding of the CPOE and will notify its, employees and Subcontractors of the same. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and

discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

### **9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

#### **COVERED ENTITY:**

9.2.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

9.2.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect



to contractor's obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

9.2.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.

9.2.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

**BUSINESS ASSOCIATE:**

9.2.5 DMH and UCLA acknowledge and agree that UCLA may be providing services to DMH that requires a Business Associate Agreement as defined by Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). As such, UCLA agrees to the terms of the Business Associate Agreement (Exhibit N).

**9.3 Ownership of Materials, Software and Copyright**

9.3.1 All materials, data and other information of any kind obtained from County personnel are solely the property of County

(County Information). All materials, data, reports and other information of any kind developed by Contractor and delivered to County under this Agreement, are solely the property of County (County Property). Contractor agrees to submit to the County a copy of any proposed publication or other dissemination for review and comment at least thirty (30) days prior to submission for publication. For the purpose of identifying County Information or County Property, the County shall have sixty (60) days to review any proposed publication or other dissemination. Contractor shall obtain County's prior written approval, and such approval shall specify the permitted use by Contractor and approval shall not be unreasonably delayed.

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as

"Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's copyright, or any actual or alleged unauthorized trade secret disclosure, arising from the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such

infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.5 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 Charitable Contributions Certification, Exhibit O, 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)

## **9.6 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88>

[Rev.%201](#)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current

National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. At the request of the County or at the end of the Contract, Vendor shall provide County with written certification, within ten (10) business days that validates that any and all County data stored on electronic storage equipment and devices that will no longer be used for storage of County data was destroyed and is unusable, unreadable, and/or undecipherable.

**9.7 Additional Unique terms and Conditions**

DMH and UCLA acknowledge and agree that UCLA may be providing Research and Evaluation and/or Technology and Innovation services under this Contract and additional Statements of Work will require unique Terms and Conditions, separate from the terms and conditions under the Collaboration Agreement, prior to the approval of any additional Statement of Works.

**9.8 Certification of Drug-Free Workplace**

Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify Director in writing.

**9.9 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)**

In addition to Paragraph 8.12 (Contractor Responsibility and Debarment) the Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

**9.10 Community Disaster Response and Recovery Services**

**9.10.1 DMH Disaster Response Assistance:**

In the event of a major disaster impacting Los Angeles County, County may request clinical or other Contractor agency staff to assist with the County DMH disaster mental health and recovery response efforts. Contractor staff would

be formally requested and deployed in coordination with County DMH to provide disaster mental health services in disaster recovery sites such as shelters, government Disaster Recovery Centers, Family Assistance Centers (FAC), etc. In addition, Contractor staff will be sworn in by County as Disaster Service Workers (DSW) under the California Disaster Services Volunteer Program (California Government Code 3100-3109). County will provide any training/orientation needed Contractor staff as appropriate to the disaster response requested. Participation in DMH Disaster Response Assistance requests is optional. Additional funding for these services will be provided by County as an amendment to the existing contract at time of the disaster assistance request. Contractor will be required to submit documentation within the required time frame established by County at the time of the disaster response request to document services provided as a condition of approval by County for cost reimbursement.

9.10.2 FEMA Crisis Counseling Assistance and Training Program Grant (CCP) (42, U.S.C. § 5183):

Pursuant to Title 42, United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the Federal Emergency Management Agency (FEMA) or the federal Substance Abuse and Mental Health Services Administration (SAMHSA) may award the State of California funding for the Crisis Counseling Assistance and Training Program (CCP). The State of California may award CCP funding to Counties in California that have been impacted by a major disaster, including Los Angeles County. Funding may be awarded to County after a disaster when



residents of the county require mental health services and because of the severity and magnitude of the disaster, state and county resources are insufficient to provide those services. (44 C.F.R. § 206.171(f), (g)(1)(i)) People residing in or located in a major disaster area at the time of the disaster or its aftermath who have a mental health problem that was caused or aggravated by the disaster or its aftermath are eligible to receive CCP services. ((44 C.F.R. § 206.171(f), (h) and 42 C.F.R. § 38.3(c)) The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process.

The CCP is comprised of three funding terms:

- 1) Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration;
- 2) Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
- 3) Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.

County may request assistance with providing CCP services from agency(s) in the communities impacted by the disasters. Participation in the CCP is optional. Additional funding from the CCP grant for these services will be provided by County as

an amendment budget and CCP scope of work to the existing contract. A Contractor who agrees to provide CCP grant services on behalf of County shall comply with all applicable County, federal and state CCP requirements to document services provided. Requirements including special and standard program conditions or terms are specified in the supplemental grant information, and the federal Health and Human Services Grants Policy Statement, 44 Code of Federal Regulations Section 206.171, 42 Code of Federal Regulations Part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.

The CCP is a federal award within the meaning of Title 2, Code of Federal Regulations, Part 200. This contract is a subaward to County. County will remain the CCP program manager. Contractor(s) who agree to provide services under the CCP program on behalf of County will be a subrecipient of CCP grant funding and subject to all applicable requirements in Title 2, Code of Federal Regulations, Part 200 and Title 45, Code of Federal Regulations, Part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2, Code of Federal Regulations Part 200, Subpart F or Title 45, Code of Federal Regulations, Part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to state and Federal oversight, including on-sight program performance reviews and federal audits. (44 C.F.R. § 206.171 (k) and 42 C.F.R. § 38.9)

For your reference, FEMA Crisis Counseling Assistance and Training Program Guidance (FEMA secondary guidance), is

accessible at the following link:  
<https://www.samhsa.gov/dtac/ccp-toolkit>.

### **9.11 Contractor's Exclusion from Participation in a Federally Funded Program**

- 9.11.1 Contractor hereby represents that neither it nor any of its principals is restricted, excluded or suspended 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 or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments 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. This representation and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.
- 9.11.2 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), and State officials have the discretion not to exclude.
- 9.11.3 The mandatory bases for federal 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.

9.11.4 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. Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

9.11.5 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its principal from such participation in a federally funded health care program. Contractor shall

provide the certification set forth in Exhibit K (Attestation Regarding Federally Funded Program) as part of its obligation under this Paragraph 9.11. The aforementioned duty to indemnify, and hold harmless shall apply only in proportion to and to the extent of the negligent acts or omissions of the contractor, its officers, agents and employees.

9.11.6 Contractor shall also comply with DMH Policy 106.04 (Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts) which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

9.11.7 Failure by Contractor to meet the requirements of this Paragraph 9.11 shall constitute a material breach of Contract upon which County may immediately terminate or suspend this Contract.

## **9.12 Effect of Loss of Accreditation**

9.12.1. If any of the following events ("Loss Event") occurs in one or more of the UCLA Training Programs operating at a DMH Program site, then UCLA shall cease providing GME Services related to such training program(s), and DMH's obligations relating to such training program(s) shall cease, except its obligation to pay for services that were rendered

prior to the effect date of cessation of the GME Services related to such training program(s):

- a. The UCLA Training Program(s) covering residents who rotate to DMH sites as part of GME Services loses accreditation by the ACGME; or
- b. The ACGME refuses, whether through removal of accreditation or through other means, to allow the DMH Program or site where UCLA provides GME Services to be used as a training site.

The Parties recognize that, to adequately support the remaining GME Services, certain UCLA Faculty related to a UCLA Training Program or site that has lost ACGME accreditation may need to be retained.

9.12.2. If one or more Loss Events occur so that no Training Program covering residents who rotate to DMH sites as part of GME, Services has ACGME accreditation, or no DMH Program or Site where UCLA provides GME Services may be used as a training site, this all sows that involve accreditation will be terminated on the same date as the last Training Program loses it ACGME accreditation or the last DMH Program or site loses its ability to be used as a training site.

#### 9.12.3 Effects of Termination

9.12.3.1 DMH shall pay UCLA for Academic Services rendered up to the effective date of any termination, subject to the terms and conditions of this Contract.

9.12.3.2 Contractor must identify alternative training sites for all DMH assigned trainees. Contractor must instruct trainees to submit all documentation, notes electronically, and identify a transition plan (i.e. a follow up appointment with another psychiatrist) for each client on trainee's caseload prior to terminating service. If trainee cannot secure an appointment, trainee must notify DMH clinic Supervising Psychiatrist.

**9.13 Reporting of Patient/Client Abuse and Related Personnel Requirements**

9.13.1 Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted by Contractor under this contract, shall comply with WIC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by Sections 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor under this contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

9.13.2 Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor under this contract, shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164,

11165.9, and 11166. Contractor and all persons employed or subcontracted by Contractor under this contract, shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

9.13.3 Contractor Staff:

9.13.3.1 Contractor shall ensure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign, on a form provided by Contractor in accordance with the above code sections, a statement to the effect that such person has knowledge of, and will comply with, these code sections.

9.13.3.2 Contractor shall ensure that clerical and other non-treatment staff who are not legally required to report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

9.13.3.3 For the safety and welfare of elders, dependent adults, and minor children, Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.



9.13.3.4 Contractor shall not employ or continue to employ any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

#### **9.14 Survival**

The following sections of this Contract and/or Statements of Work shall survive its termination and/or expiration: Section 8.38 (Record Retention and Inspection-Audit Settlement); Section 9.2 (Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)); Section 8.23 (Indemnification); 8.49 (Waiver); 9.12 (Reporting Patient/Client Abuse and Related Personnel Requirements); 8.21 (Governing Law, Jurisdiction, and Venues) and applicable Statements of Work Section (Maintenance of Medical Records).

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of Mental Health or his designee thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
JONATHAN E. SHERIN, M.D., Ph.D.

The Regents of the University of  
California, on behalf of its Los Angeles  
Campus

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name Marcia Smith

Title Associate Vice Chancellor

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

**TRAINEES  
STATEMENT OF WORK**

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**1.0 SCOPE OF WORK**

1.1 UCLA Trainees:

- 1.1.1. Contractor will propose an annual rotation schedule defining the specialty and number of UCLA Trainees to be placed in participating DMH Directly Operated sites and programs. The proposed schedule will set forth the services to be provided, broken into specific sessions, and include a description of the personnel (including Trainees) involved, and the service location, time and nature of each session, the sessions may vary in length and the precise length of each session need not be specified in advance. Each DMH Program site will review and revise the applicable proposed schedule as necessary, in collaboration with Contractor.
- 1.1.2. Final rotation schedule, reflecting the level and number of trainees at each DMH Program site for the upcoming academic year will be reviewed and approved by the Joint Mental Health Operation Committee described in Exhibit A (A.1 Trainees) - Attachment 2.
- 1.1.3 DMH shall notify Contractor in writing of the number of training sites (including location) and number of trainee slots by specialty/subspecialty at each specific location no later than March 30<sup>th</sup> of the prior academic year.

1.2 Medical Students:

- 1.2.1. With the approval of DMH, Contractor may rotate medical students to DMH Programs and have them observe, as appropriate, clinical care and participate in the academic training provided at the DMH Program site.
- 1.2.2. Contractor will assure that all Medical Students are adequately supervised, and that any training activities that take place are in accordance with the requirements of the David Geffen School of Medicine at UCLA, or the Liaison Committee on Medical Education (LCME), as applicable.
- 1.2.3. All Medical Students will comply with DMH Policies and Procedures while at DMH Program sites, or performing services in connection with such programs.
- 1.2.4. DMH is not responsible for paying for any services which are intended primarily or exclusively for the education or training of Medical Students.

**2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS**

- 2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

**3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

**4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

**4.1 Scheduled Meetings**

Contractor is required to attend a scheduled meeting as determined by the Joint Mental Health Operations Committee (JMHO). The frequency of meetings will be at the discretion of the JMHO.

**4.2 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

**5.0 DEFINITIONS**

- "ACGME" - The Accreditation Council on Graduate Medical Education, which is the accrediting body for graduate medical education programs, or any successor organizations.
- "DMH Programs" - Organized systems of mental health care at specific sites directly operated by DMH and supervised by DMH employees, such as the Edmund D. Edelman Westside Mental Health Center and the Augustus F. Hawkins Mental Health Center.
- "Graduate Medical Education Services" (GME) - Those residency training and clinical services to be provided by UCLA at DMH Program sites as described in Section 6.4 below.

- “*LCME*” means the Liaison Committee on Medical Education, which is the accrediting body for undergraduate medical educational programs, or any successor organization.
- “*Los Angeles County Department of Mental Health (LACDMH)*” A government department within LA County that provides mental health services for Los Angeles County residents.
- “*Medical Student*” means a graduate student enrolled in a school of medicine or other health services, who has not completed his or her advanced degree.
- “*Trainee(s)*” - Individuals who, as part of their academic training, provide direct services to DMH clients and are employees or affiliated with the Contractor, have completed their advanced degree and possess a valid and active license, registration, or waiver issued by the appropriate State board. Post-graduate trainees, including fellows, must be enrolled in ACGME accredited training programs.
- “*Employee(s)*” means a person(s) employed for wages or salary.
- “*UCLA Faculty*” - Person who are members of UCLA's employed or voluntary faculty with appointments to the UCLA Department of Psychiatry and Behavioral Sciences.
- “*UCLA Staff*” - Any person providing services on behalf of UCLA under this Contract and includes, but is not limited to Trainees and UCLA Faculty.
- “*UCLA Training Program*” - A formal program for the post-graduate education and training of physicians and surgeons, including fellows, which is accredited by the ACGME or other accrediting body.
- “*DMH Volunteer*” Those individuals who are required by DMH policy to be, and have been, approved by DMH’s Human Resources Bureau in order to provide clinical services to County clients in a DMH directly operated program. These individuals are not directly compensated by County for the provision of clinical services. Any DMH requirement for certain UCLA Staff providing services hereunder to obtain DMH Volunteer status is not intended to, nor will it, affect any UCLA Faculty member's faculty appointment or employment status or a Trainee's UCLA employment status.

**6.0 RESPONSIBILITIES**

The County’s and the Contractor’s responsibilities are as follows:

**COUNTY**

**6.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Operation of the DMH Program: DMH will manage the daily operation of the DMH Programs, including assuring that the programs have adequate

**EXHIBIT A**  
**A.1 TRAINEES**

qualified clinical staff, equipment, supplies and administrative support to maintain a high quality teaching environment which meets the relevant requirements of the Accreditation Council on Graduate Medical Education (ACGME).

- 6.1.2 DMH Program Lead: DMH employee responsible for the requirements and services as outlined in this Exhibit as designated in Exhibit A (A.1 Trainees) Attachment 1 – ADMINISTRATION OF CONTRACT/SOW.
- 6.1.3 DMH Supervisors: DMH will assign to each Trainee an appropriate DMH staff person to act as his/her supervisor for purposes related to DMH client care.
- 6.1.4 Clinical Supervision: DMH will provide clinical supervision of the Trainees which will be designed to assure that patients receive appropriate and high quality care. Persons providing such clinical supervision will be licensed and have such other qualifications as are required by the ACGME for accreditation of the residency programs.
- 6.1.5 Maintenance of Medical Records: DMH will maintain for each DMH Program a system of medical records which meet the requirements of law, and any accrediting organization or payor, as applicable. To the extent permitted by law, DMH will give UCLA Staff such access to these medical records or other electronic records systems as will allow such staff to provide services under this Contract.
- 6.1.6 Policies and Procedures: DMH will maintain policies and procedures related to the operation of the DMH Programs and will make those policies and procedures available to Contractor's staff.
  - 6.1.6.1 DMH will include Contractor's staff in trainings on such policies and procedures, as appropriate.
  - 6.1.6.2 DMH will provide orientation to Trainees when they first arrive at a DMH Program, which is similar to what is provided to new DMH employees. As part of such orientation, DMH will make training available to Contractor's Staff on DMH's policies and procedures related to infection control and responses to on-the-job injuries in accordance with applicable laws and regulations and ACGME requirements.
- 6.1.7 DMH will cooperate with Contractor to maintain the ACGME accreditation of UCLA's Training Programs and DMH Programs.
- 6.1.8 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.



**6.2 Furnished Items**

- 6.2.1 Space: DMH will provide space at DMH Program sites for both Trainees and UCLA Faculty. DMH will further provide appropriate security services to protect Contractor Staff at its DMH Program sites and sufficient supplies to allow UCLA Faculty and Trainees to perform their obligations related to the services outlined in this Statement of Work.

**CONTRACTOR**

**6.3 GRADUATE EDUCATION (GE) Services Program Lead**

- 6.3.1 Contractor shall provide a GE Services Principal Investigator or designated alternate as specified in Exhibit A (A.1 Trainees) Attachment 1 – ADMINISTRATION OF CONTRACT/SOW. County must have access to the Principal Investigator during DMH clinic hours. Contractor shall provide a telephone number where the Principal Investigator may be reached on an eight (8) hour per day basis.
- 6.3.2 GE Services Principal Investigator shall act as a central point of contact with the County for all GE services outlined in this Exhibit.
- 6.3.4 The Principal Investigator or designee shall have full authority to act for the Contractor on all matters relating to the daily operation of the SOW. Principal Investigator and designee shall be able to effectively communicate, in English, both orally and in writing.

**6.4 Trainees**

- 6.4.1 Contractor will assign to DMH Programs, a sufficient number of Trainees to provide the required services established by the parties pursuant to Section 1.0 above. Contractor will not assign or utilize a Trainee whom DMH, in its sole discretion, asks to be removed or excluded from providing services under this Contract.
- 6.4.2 All Trainees providing services under this Contract will be UCLA employees and Contractor will be solely responsible for compensating (including any benefits, pensions, and employment related taxes) Trainees for services provided at DMH.
- 6.4.3 Trainees must qualify and become volunteers for purposes of providing services under this Contract and must cooperate with DMH's process for achieving this status.
- 6.4.4 Provide clinical care in DMH Programs and appropriately document the same in the medical record and, at DMH's instruction, such other records as would be necessary or convenient to allow DMH to bill for the Trainee's services and support such bills.

- 6.4.4.1 Receive experience with DMH's patient population.
  - 6.4.4.2 Receive academic instruction from UCLA Faculty.
  - 6.4.4.3 To the extent reasonably requested by DMH, participate in DMH quality improvement programs.
- 6.4.5 All services by Trainees under the Contract will be provided in accordance with the policies and procedures of the DMH Program in which they are rendered.

**6.5 UCLA Faculty:**

- 6.5.1 Contractor will assign a sufficient number of UCLA Faculty to provide the scope of services outlined in this SOW. Contractor will not utilize any Faculty which DMH, in its sole discretion, asks to be removed or excluded from providing services under this Contract.
- 6.5.2 Contractor will be solely responsible for compensating (including benefits, pensions and employment related taxes), if appropriate, UCLA Faculty for services provided under this Contract.
- 6.5.3 UCLA Faculty will become volunteers, and must cooperate with DMH's processes for achieving this status. The Parties acknowledge and agree that this volunteer status is not intended to, nor will it, affect any UCLA Faculty Member's University employment or faculty appointment status.
- 6.5.4 UCLA faculty shall provide Academic Supervision and teaching of Trainees sufficient to assure (1) the Trainees are able to develop the clinical skills needed to render high quality patient care and to pass their boards and (2) the Accreditation Council on Graduate Medical Education (ACGME) continues to accredit the training programs. "Academic Supervision" includes, but is not limited to, the following types of tasks: lectures, tutorials, discussion groups, case coordination and one-on-one instruction of Trainees. All such services will be provided at DMH sites, except as otherwise agreed in advance by the parties.
- 6.5.5 Document their services, including where appropriate or necessary, make entries in the DMH Program's medical or other records.
- 6.5.6 Assure that the Contractor Training Programs operated at DMH program sites are, and remain, accredited by the ACGME, any appropriate specialty board or other applicable accreditation bodies, and, in conjunction with DMH, provide such other administrative services as are necessary to maintain the DMH Programs as ACGME accredited training sites.

- 6.5.7 When requested by DMH, participate in DMH quality improvement programs.
- 6.5.8 While present at the DMH Program sites, UCLA Faculty will comply with the policies and procedures of the DMH Programs.
- 6.5.9 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

**6.6 Identification while in DMH Facilities**

- 6.6.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor’s Staff Identification, of the Contract.
- 6.6.2 All of Contractor’s employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
- 6.6.3 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 6.6.4 Contractor shall notify the County within five business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee’s County ID badge to the County within three business days after the employee has terminated employment with the Contractor.
- 6.6.5 If County requests the removal of Contractor’s staff, Contractor shall retrieve and return an employee’s County ID badge to the County within three business days after the employee has been removed from working on the County’s Contract.

**6.6 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

**6.8 Contractor’s Office**

Contractor shall maintain an office with a telephone in the company’s name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor’s performance of the Contract. When the office is closed, an answering service

shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

**7.0 HOURS/DAY OF WORK**

Please see Exhibit A (A.1 Trainees) Attachment 3 - Annual Rotation Schedule for specific work hours/days.

**8.0 INTENTIONALLY OMITTED**

**9.0 GREEN INITIATIVES**

11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County’s Contract Project Monitor of Contractor’s new green initiatives prior to the contract commencement.

**10.0 MONITORING**

DMH shall request from the Contractor and/or review the following for the purpose of monitoring the Contractor’s adherence to the terms outlined in this SOW:

12.1 Monthly trainee certification forms showing the number of sessions provided at each site.

12.2 Number of trainees assigned to DMH, by specialty/subspecialty.

12.3 Units of Service provided and claimed by each Trainee

**11.0 BUDGET**

13.1 For the services described in this SOW, DMH shall pay to Contractor an amount not to exceed \$279,555 annually in accordance with the Rates set forth below. Contractor agrees to provide trainee time certification as supporting document for billing.

Trainee	\$215,576
UCLA Faculty/Personnel	\$8,654
Other direct costs	\$3,684
Travel: Mileage reimbursement at .58 cents per mile	\$15,177
Indirect Costs: 15% of co total costs	\$36,464
<b>Annual Total:</b>	<b>\$279,555</b>

## ADMINISTRATION OF CONTRACT/SOW

### GE SERVICES PRINCIPAL INVESTIGATOR (PI)

Name: Thomas Strouse, M.D.  
Title: Professor, Psychiatry and Biobehavioral Sciences-Medical Director, Stewart and Lynda Resnick Neuropsychiatric Hospital UCLA  
Address: Ronald Reagan UCLA Medical Center  
UCLA Semel Resnick  
Box 957463, 757 Westwood Plaza Rm 4238G RRUMC  
Los Angeles, CA 90095  
Telephone: (310) 825-9989  
Facsimile: \_\_\_\_\_  
E-Mail Address: [TStrouse@mednet.ucla.edu](mailto:TStrouse@mednet.ucla.edu)

### GE SERVICES PI DESIGNATED ALTERNATE

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

### DMH PROGRAM LEAD

Name: David Ruskin, M.D.  
Title: Chief of Psychiatry  
Address: 550 S. Vermont Ave. 12th Floor Los Angeles CA 90020  
Telephone: (213) 351-1924  
Facsimile: \_\_\_\_\_  
E-Mail Address: [DRuskin@dmh.lacounty.gov](mailto:DRuskin@dmh.lacounty.gov)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

# **JOINT MENTAL HEALTH OPERATIONS COMMITTEE**

## 1.0 Composition

1.1 The Joint Mental Health Operations Committee will be composed of the University of California, Los Angeles (UCLA) Chancellor (or designee) and the DMH Director (or designee), and such other personnel as they appoint. The committee will have an equal number of members from UCLA and from DMH, unless mutually agreed upon by the parties.

## 2.0 Duties

2.1 Strategic Planning: The JMHOc will determine the general goals of the services outlined in this Agreement. It is the Parties' intention that the goals provide benefit to both DMH and UCLA.

2.2 Approving the Scope of GE Services: The JMHOc will annually approve the schedules reflecting the scope and extent of Graduate Education (GE) Services developed by the parties pursuant to Appendix A.1 Statement of Work Trainees. UCLA and the DMH Programs may mutually agree to modify the time or location of GE services without further approval from the JMHOc, but may not modify the quantity of such services, including the number of Residents participating, without approval.

2.3 Approve the Addition of Services and/or Components: Before a new training service is added to this Agreement, the JMHOc will review the purpose and scope of the proposed services to determine their appropriateness and consistency with the goals established during the strategic planning process. A specific Appendix may only be added to the Agreement after approval by the JMHOc, which can be given at an ad hoc meeting called especially for that purpose.

2.4 Resolving Conflict: Disputes related to the provision of Academic Services will be addressed by the JMHOc in an attempt to resolve them collaboratively. If there is no resolution, then DMH Director is the final decision maker.

2.5 Evaluations: JMHOc may develop outcome measures to evaluate the effectiveness of the services provided under this Agreement. If outcome data is compiled, the JMHOc will assure that such outcome data is periodically evaluated, and used to improve the quality of the services provided under this Agreement.

2.6 Meetings: The JMHOc will meet at least quarterly, and may meet more

**Exhibit A**  
**A.1 Trainees**  
**Attachment 2**

frequently at the request of either the UCLA or DMH if necessitated by workload. Ad hoc meetings to discuss modifications to the scope of services may occur telephonically. The JMHOC may act in the absence of a quorum provided at least one representative from each Party is represented.

UCLA/DMH Collaborative Agreement  
 Psychiatry Trainees  
 Sample Rotation Schedule

**Exhibit A**  
**(A.1 Trainees)**  
**Attachment 3**

<b>Speciality/Subspecialty</b>	<b>Trainee Year</b>	<b>% effort</b>	<b># of Months</b>
General Resident 1	PG 3	0.10	12
General Resident 2	PG 3	0.10	12
General Resident 3	PG 3	0.10	12
General Resident 4	PG 4	0.10	12
General Resident 5	PG 4	0.10	12
General Resident 6	PG 4	0.10	12
General Resident 7	PG 4	0.10	12
Child Fellow 1	Fellow	0.20	12
Child Fellow 2	Fellow	0.20	12
Child Fellow 3	Fellow	0.20	12
Child Fellow 4	Fellow	0.20	12
Child Fellow 5	Fellow	0.20	12
Child Fellow 6	Fellow	0.20	12
Child Fellow 7	Fellow	0.10	12
Geriatric Fellow 1	Fellow	0.15	12
Geriatric Fellow 2	Fellow	0.15	12
Forensic Fellow 1	Fellow	0.25	12
Forensic Fellow 2	Fellow	0.25	12
Forensic Fellow 3	Fellow	0.25	12



**NATIONAL CLINICIAN SCHOLARS PROGRAM**  
**STATEMENT OF WORK**

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## **1.0 SCOPE OF WORK**

The National Clinician Scholars Program trains psychiatrists and other clinicians to work closely with culturally diverse communities through program development and collaborative research. The program's training is designed to address the challenges posed by the U.S. healthcare system, community health and health services research, and involves academic and clinical work. Through this program Clinician Scholars (Scholars) engage in two years of graduate-level study and mentored research.

- 1.1 Los Angeles County-Department of Mental Health (LACDMH) will sponsor two UCLA Scholars. These Scholars will complete a program goal plan, which will be approved by their academic advisor and LACDMH.
- 1.2 LACDMH will be represented on the Clinical Scholars Program advisory board and will, in collaboration with Contractor, regularly review the Clinical Scholars' progress using their approved program goal plans.

## **2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS**

- 2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

## **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Contractor shall establish and utilize a comprehensive Quality Management Program and Plan including Quality Assurance (QA) and Quality Improvement (QI) processes. The Plan shall be submitted to DMH for approval within 30 days of the effective date of this Contract. The Plan shall be updated and re-submitted for DMH approval as changes occur. The Plan shall include:
  - 3.1.1 a requirement that all research projects involving DMH data be reviewed and approved by the DMH Human Subjects Research Committee (HSRC) and comply with all HSRC requirements for monitoring and continuing review.
  - 3.1.2 a list of staff that will be responsible for QA/QI activities.
  - 3.1.3 a mechanism to identify and prevent deficiencies in the quality of research before the level of performance becomes unacceptable.
  - 3.1.4 Outlined procedure to provide to the LACDMH a record of all adverse research events, any corrective actions taken, and a timeline of the

## Exhibit A

### A.2 National Clinician Scholars Program

corrective action. This procedure shall comply with the requirements of the HSRC.

- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

#### 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

##### 4.1 Scheduled Meetings

Contractor is required to attend a scheduled meeting as needed.

##### 4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 5.0 DEFINITIONS

- **Clinician Scholars** Individuals who are employed by the University and are accepted as Fellows under the National Clinician Scholars Program (NCSP) at UCLA.
- **Clinical Scholars Advisory Board** A board that ensures that the Clinical Scholars Program is conducted in accordance with the standards and policies of LACDMH.
- **LACDMH Human Subjects Research Committee** A committee designed to establish a mechanism for review and approval of human subject's research activities involving staff, clients or data related to Los Angeles County Department of Mental Health (LACDMH or Department) directly-operated programs and legal entity contracted providers.

#### 6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

##### COUNTY

**Exhibit A**  
**A.2 National Clinician Scholars Program**

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 DMH Program Lead: DMH employee responsible for the requirements and services as outlined in this SOW as designated in Exhibit A (A.2 National Clinician Scholars Program) Attachment 1 – ADMINISTRATION OF CONTRACT/SOW. Assigned to supervise the DMH Program Site.
- 6.1.2 DMH Supervisor: DMH will assign to each Scholar an appropriate DMH staff person to act as his/her supervisor for purposes related to DMH client care.
- 6.1.3 Clinical Supervision: DMH will provide clinical supervision of the Scholar(s) which will be designed to assure that patients receive appropriate and high quality care. Persons providing such clinical supervision will be licensed and have such other qualifications as are required by the ACGME for accreditation of the Scholars' program.
- 6.1.4 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.5 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendment.

**CONTRACTOR**

6.2 Principal Investigator

- 6.2.1 Contractor shall provide a full-time Principal Investigator (PI) or designated alternate as specified in Exhibit A (A.2 National Clinician Scholars Program) Attachment 1 – ADMINISTRATION OF CONTRACT/SOW. County must have access to the PI during business hours. Contractor shall provide a telephone number where the PI may be reached on an eight (8) hour per day basis.
- 6.2.2 PI shall act as a central point of contact with the County regarding the services to be provided, program components, and deliverables outlined in this SOW.
- 6.2.3 PI/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of this SOW. PI/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.2.4 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

## Exhibit A

### A.2 National Clinician Scholars Program

#### 6.3 Identification while in DMH Facilities

6.3.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor’s Staff Identification, of the Contract.

#### 6.4 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

#### 6.5 Contractor’s Office

Contractor shall maintain an office with a telephone in the company’s name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor’s performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

### 7.0 SERVICES TO BE PROVIDED

#### 7.1 Scholars will be assigned to DMH program sites and Scholars are expected to:

7.1.1 Provide direct clinical practice at a DMH directly operated site for a maximum 8 hours per week.

7.1.2 Train in required coursework on the implementation, quality, and evaluation of community partnered research and shall engage in at least one research project with LACDMH on an issue of mutual interest.

7.1.3 Participate in research and evaluation planning activities, with regards to approved program goal, for LACDMH

#### 7.2 DMH agrees to compensate Contractor for the following (inclusive of travel costs as outlined in this SOW):

##### 7.2.1 Year One:

7.2.1.1 An approved program goal plan, developed in collaboration between the Scholar, his or her academic advisor, and representatives from LACDMH.

7.2.1.2 All necessary coursework, as determined by the academic requirements of the Scholars’ program.

7.2.1.3 A research protocol proposal on a research project of mutual interest to the Scholar and LACDMH, including a budget, Institutional Review Board (IRB) application and approval (as

**A.2 National Clinician Scholars Program**

needed), and LACDMH Human Subjects Research Committee approval (HSRC), as needed.

- 7.2.1.4 Attend the National Clinician Scholars Program Annual National Meeting.
- 7.2.1.5 Attend 1 – 2 scientific meetings per year, as approved by DMH and Contractor.
- 7.2.1.6 Twenty percent of scholars training time (eight hours per week) in clinical work at the DMH assigned directly operated site.

**7.2.2 Year Two:**

- 7.2.2.1 All necessary coursework, as determined by the academic requirements of the Clinical Scholars program.
- 7.2.2.2 Completion of the research outlined in their previously approved research protocol as set forth in the program goal plan.
- 7.2.2.3 Publications in academic or scientific journals related to mental health.
- 7.2.2.4 Attend the National Clinician Scholars Program Annual National Meeting, where they will present their research project in the poster or podium session of the meeting.
- 7.2.2.5 Attend 1 – 2 scientific meetings per year, as approved by DMH and Contractor.
- 7.2.2.6 Twenty percent of training time (eight hours per week) in clinical work at the DMH assigned directly operated site.

**8.0 GREEN INITIATIVES**

- 8.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 8.2 Contractor shall notify County’s Contract Project Monitor of Contractor’s new green initiatives prior to the contract commencement.

**9.0 MONITORING**

DMH shall request from the Contractor and/or review the following for the purpose of monitoring the Contractor’s adherence to the terms outlined in this SOW:

- 9.1 Monthly Scholar certification forms showing the number of sessions provided at each site.
- 9.2 Number of Scholars assigned to DMH, by specialty.

**Exhibit A**  
**A.2 National Clinician Scholars Program**

9A.3 Units of Service provided and claimed by each Scholar.

**10.0 FUNDING**

10.1 For the services outlined in this SOW, DMH shall pay Contractor in accordance with the following for each Clinician Scholar placed with DMH:

	YEAR 1	YEAR 2
Clinician Scholar: includes the cost of one Scholar and a Faculty Mentor.	\$95,909	\$95,909
UCLA Faculty/Personnel	\$3,102	\$3,102
Materials and Supplies: includes books, projects supplies, other expenses etc.	\$41,815	\$41,815
Research Project Related Travel	\$1,000	\$1,000
Conference Travel: National Clinician Scholars Program Annual Meeting & 1 to 2 Scientific meetings per year.	\$3,600	\$3,600
Indirect Costs:	\$21,814	\$21,814
<b>Annual Total per Scholar:</b>	<b>\$167,240</b>	<b>\$167,240</b>



**ADMINISTRATION OF CONTRACT/SOW**

**PRINCIPAL INVESTIGATOR (PI)**

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**DMH PROGRAM LEAD**

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Title: \_\_\_\_\_  
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E-Mail Address: \_\_\_\_\_

# **INTEGRATED CARE CONFERENCE**

## **STATEMENT OF WORK**

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**1.0 SCOPE OF WORK**

- 1.1 As the Department of Mental Health (DMH) continues to move (i.e. integration of mental health, physical health, and substance use services) toward a more co-occurring capable system of care. Contractor shall work with DMH to build upon existing competencies and reinforce current screening and assessment skills, build capacity in the provision of ongoing treatment, increase management skills in the provision of co-occurring disorders (COD) clinical supervision, and increase competencies in the provision of COD family-involved treatment and recovery. These objectives shall be accomplished through the coordination and production of an Annual State-wide Integrated Care Conference.
- 1.2 Contractor shall provide a new integrated conference agenda each year tailored to the unique needs of all focal populations, as defined and approved by DMH, and will seek out speakers who can present on system changes and/or new needs to ensure that the conference content is responsive to DMH.

**2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS**

- 2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

**3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met.
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

**4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 8.0, County's Quality Assurance Plan.

**4.1 Monthly Meetings**

Contractor is required to attend a scheduled monthly meeting.

**4.2 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this SOW at any time

during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

**5.0 DEFINITIONS**

**COD** – Co-Occurring Disorders describes the presence of both a mental health and substance-use disorder.

**Integrated Care** – Treatment approach which incorporates primary health care, and mental health care, and treatment of substance use in one setting.

**Integrated Care Conference** – conference curriculum represents all DMH age groups, including children, Transition Age Youth (TAY), adults, and older adults.

**Substance Use Disorder** – A substance use disorder, also known as a drug use disorder, is a medical condition in which the use of one or more substances leads to a clinically significant impairment or distress.

**6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

**COUNTY**

**6.1 DMH Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract-County Specific Duties will include:

- 6.1.1 DMH Program Lead: DMH employee responsible for the requirements and services as outlined in this SOW as designated in Exhibit A (B.1 Integrated Care Conference) Attachment 1 – ADMINISTRATION OF CONTRACT/SOW.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

**CONTRACTOR**

**6.2 Principal Investigator**

- 6.2.1 Contractor shall provide a full-time Principal Investigator (PI) or designated alternate as specified in Exhibit A (B.1 Integrated Care Conference) Attachment 1 – ADMINISTRATION OF CONTRACT/SOW. County must have access to the PI during business hours, Contractor shall provide a telephone number where the Principal investigator may be reached on an eight (8) hour per day basis.

- 6.2.2 PI shall act as a central point of contact with the County regarding the services to be provided, program components, and deliverables outlined in this SOW.
- 6.2.3 PI/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of this SOW. PI/alternate shall be able to effectively communicate, in English, both orally and in writing.

**6.3 Speakers**

- 6.3.1 Contractor shall assign a sufficient number of speakers to provide the scope of services for the conference plenary presentations and workshops as outlined in this SOW. Contractor will not utilize any speakers that DMH, in its sole discretion, asks to be removed or excluded from providing services under this SOW.
- 6.3.2 All services by speakers under the Contract will be provided in accordance with the policies and procedures of the DMH Program in which they are rendered.
- 6.3.3 Contractor will be solely responsible for compensating (including benefits, pensions and employment related taxes), if appropriate, speakers and/or staff for services provided under this SOW.
- 6.3.4 Contractor speakers and staff shall become volunteers, and must cooperate with DMH's processes for achieving this status. The Parties acknowledge and agree that this volunteer status is not intended to, nor will it, affect any UCLA Faculty Member's University employment or faculty appointment status.
- 6.3.5 Contractor shall be required to background check their employees, consultants and contracted staff as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

**6.4 Identification while in DMH Facilities**

- 6.4.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 Contractor's Staff Identification, of the Contract.

**6.5 Materials, Equipment and Space**

- 6.5.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.5.2 Space: Contractor will secure space for the Annual Integrated Care Conference by ensuring the deposit payment is paid in advance of each Conference and can be invoiced at the time the expense is incurred.

**B.1 Integrated Care Conference**

6.5.3 All purchases of equipment, materials and space for the Conference shall be approved in advance by DMH prior to Contractor remitting payment to the vendor. DMH reserves the right to deny payment for purchases made Contractor without prior approval.

**7.0 DESCRIPTION OF SERVICES:**

7.1 Integrated Care Conference Coordination

Contractor shall coordinate, organize and implement an annual Statewide Integrated Care Conference. The Conference agenda and speakers shall be determined with input from DMH identified subject matter experts. In addition, the Contractor will review client outcomes and data to identify targeted training needs for each clinic target population. This agenda will include education and skills training to address real-world challenges of mental health staff and community partners. The Conference theme and agenda must be preapproved by DMH.

Contractor shall take the lead on coordinating and organizing the Integrated Care Conference by providing the following services:

- Develop a detailed proposed conference budget for presentation and approval by the DMH Program Lead in advance of the first planning meeting for each annual conference.
- Facilitate and develop a DMH preapproved conference agenda, including workshop topics.
- Ensure the conference agenda represents all DMH age groups, including children, Transition Age Youth (TAY), adults, and older adults.
- Identify and procure workshop and nationally recognized speakers.
- Identify, in collaboration with DMH, key community stakeholders for participation on the conference planning committee. Planning committee members must include representatives from DMH, Department of Health Services and Department of Public Health.
- Identify volunteers and staff to assist with conference logistics.
- Secure the required continuing education/continuing medical education for all applicable professional boards.
- Purchase of conference materials (e.g. bags, booklets, flyers, etc.) and payment for conference location (including food).

**8.0 GREEN INITIATIVES**

8.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

8.2 Contractor shall notify County’s Contract Project Monitor of Contractor’s new green initiatives prior to the contract commencement.

**9.0 MONITORING**

9.1 Contractor will provide DMH with:

- 9.1.1 Summary of conference attendees by program
- 9.1.2 Invoices and documentation which support that Contractor stayed within the financial allocation.

**10.0 ANNUAL STATEWIDE INTEGRATED CARE CONFERENCE**

For the services described in section 7.0, sub-section 7.3 of this SOW and provided by non-DMH staff, DMH shall pay to Contractor an amount not to exceed **\$280,000** annually:

<b>Component</b>	<b>Rate</b>
<b>Conference Agenda Development and Coordination of Conference Logistics:</b> develop conference theme, agenda and workshop topics, identify and procure conference speakers, research best practices, etc.; identify and secure venues, prepare training materials, identify, train, and provide oversight for all conference volunteers, and secure CME and CE credits, etc.	<b>Up to \$97,934</b> (inclusive of salary and fringe benefits)
<b>Conference Direct Costs:</b> <sup>2</sup> Venue/Space, AV equipment and labor/set-up, and parking fees	<b><sup>1</sup>Cost Reimbursement (up to \$138,196)</b>
<b>Supplies and other Expenses</b> printing, photocopying, and postage	<b>\$7,348</b>
<b>Indirect Costs:</b> paid in 12 payments at a 15% rate of total costs.	<b>\$36,522</b>

**NOTE:**

Speaker fees will be covered by other revenue generated by registration fees, exhibit table fees, and other agency contributions. A maximum of \$30,000 is budgeted for speaker fees for plenary presenters (\$10,000 per speaker x 3 speakers). Contractor will consult with and receive permission from County’s Contractor Program Manager before making formal offers to plenary speakers.

<sup>1</sup> For reimbursement of space, materials, etc. (subject to the requirements outlined in section 6.6.3), Contractor shall submit copies of paid invoices from all merchants to DMH along with the monthly invoices.

<sup>2</sup> There is an expected growth rate of no more than 5% annually for venue, personnel, and operational costs associated with the Conference.



**ADMINISTRATION OF CONTRACT/SOW**

**PRINCIPAL INVESTIGATOR (PI)**

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**DMH PROGRAM LEAD**

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**CENTER OF EXCELLENCE: TRAUMA AND  
RESILIENCE INFORMED TRAINING PROGRAM**

**STATEMENT OF WORK**

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**B.2 Center of Excellence: Trauma and Resilience Informed Training Program****1.0 SCOPE OF WORK**

- 1.1 Contractor will use a *community-partnered participatory approach* for identification of community needs, training content development and implementation of trauma-informed practices. The Trauma Informed Prevention Training Center of Excellence will *build collaborative Learning Communities* to share best practices across County systems, break down silos, and strengthen the network of support for children, families, and adults in Los Angeles County. The Center of Excellence (CoE) will adopt a *continuous improvement process* to ensure that training content provides scientifically rigorous, up-to-date, and culturally-attuned information and skills development consistent with and supportive of the practices being implemented by the Department of Mental Health (DMH). The CoE will also provide implementation and evaluation support to high quality prevention and early intervention programming through consultation within designated LA County systems with attention to diverse populations across the lifespan. The CoE will *utilize innovative technology* to support implementation and sustained dissemination of evidence-based and community-informed programs and practices across LA County and partner agency providers and systems. This will include the customization of an advanced learning management system that will be aligned with existing Learning Management System (LMS) resources, but expanded to meet the updated and expanded workforce development needs of the County and incorporate continuous data monitoring process to support interactive learning communities and personalized learning.

**2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS**

- 2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

**3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

**B.2 Center of Excellence: Trauma and Resilience Informed Training Program****4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

**4.1 Scheduled Meetings**

Contractor is required to attend a scheduled meeting as needed.

**4.2 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

**5.0 DEFINITIONS**

1. **"DMH Programs"** - Organized systems of mental health care at specific sites directly operated by DMH and supervised by DMH employees, such as the Edmund D. Edelman Westside Mental Health Center and the Augustus F. Hawkins Mental Health Center.
2. **Center of Excellence-** The Trauma and Resilience-Informed Prevention Center of Excellence provides training and implementation support for programs to adopt a trauma-informed and culturally attuned approach to service diverse clients in Los Angeles County (LAC) and supports system transformation initiatives designed to integrate prevention practices within LAC systems of support, including schools, libraries, juvenile justice, child welfare and others.
3. **Learning Management System-** is a software application for the administration, documentation, tracking, reporting, and delivery of educational courses, training programs, or learning and development programs.
4. **Champions-** Natural leaders that are drawn from the workforce and identified through supervisors and managers, as well as by training facilitators who may recognize adept skills and or enthusiasm for the principles taught in training.
5. **Curricula for Professional Wellbeing and Resilience-** Training curriculum and innovative tools that supports screening, education and self-care for providers at risk-for secondary traumatic stress.
6. **DBPH-** Division of Population Behavioral Health (UCLA program division housed within the Semel Institute and Department of Psychiatry)—serves as primary entity within UCLA for the CoE but leverages active partnerships with other UCLA schools (including Graduate School of Education and Information Studies, Luskin School of

**B.2 Center of Excellence: Trauma and Resilience Informed Training Program**

Public Affairs, as well as an organizational affiliation with the UCLA's Pritzker Center for Strengthening Children and Families, the Nathanson Family Resilience Center and the Child Anxiety and Resilience Education and Support Center, providing a diverse interdisciplinary network for expertise aligned with CoE activities.

**6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

**COUNTY****6.1 DMH Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract-County Specific Duties will include:

6.1.1 DMH Program Lead: DMH employee responsible for the requirements and services as outlined in this SOW as designated in Exhibit A (B.2 Center of Excellence: Trauma and Resilience Informed Training) Attachment 1 – ADMINISTRATION OF CONTRACT/SOW and for providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.2 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

**CONTRACTOR****6.2 Principal Investigator**

6.2.1 Contractor shall provide a full-time Principal Investigator (PI) or designated alternate. County must have access to the PI during business hours. Contractor shall provide a telephone number where the PI may be reached on an eight (8) hour per day basis.

6.2.2 PI shall act as a central point of contact with the County regarding the services to be provided, program components, and deliverables outlined in this SOW.

6.2.3 PI/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of this SOW. PI/alternate shall be able to effectively communicate, in English, both orally and in writing.

**6.3 Trainers**

6.3.1 Contractor shall assign a sufficient number of trainers to provide the scope of services outlined in this SOW. Contractor will not utilize any trainers which DMH, in its sole discretion, asks to be removed or excluded from providing services under this Contract.

**B.2 Center of Excellence: Trauma and Resilience Informed Training Program**

- 6.3.2 All services by trainers under the Contract will be provided in accordance with the policies and procedures of the DMH Program in which they are rendered.
- 6.3.3 Contractor will be solely responsible for compensating (including benefits, pensions and employment related taxes), if appropriate, Contractor trainers, Faculty and/or staff for services provided under this SOW.
- 6.3.4 Contractor trainers and staff shall become volunteers, and must cooperate with DMH's processes for achieving this status. The Parties acknowledge and agree that this volunteer status is not intended to, nor will it, affect any UCLA Faculty Member's University employment or faculty appointment status.
- 6.3.5 When requested by DMH, participate in DMH quality improvement programs.
- 6.3.6 While present at the DMH Program sites, Contractor trainers and staff will comply with the policies and procedures of the DMH Programs.
- 6.3.7 Contractor shall be required to background check their employees, consultants and contracted staff as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

**6.4 Identification while in DMH Facilities**

- 6.4.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract.

**6.5 Materials and Equipment**

- 6.5.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.5.2 While the current Division of Population Behavioral Health (DPBH) Online Learning Center has well-developed training content ready to launch basic training capabilities, *a critical step towards achieving our strategic mission of the DMH UCLA CoE is to expand the Learning Center into a fully interactive and personalized educational and training experience*, with an embedded quality improvement capability.
  - 6.5.2.1 The CoE's enhanced interactive LMS will be aligned with the existing DMH learning management system in coordination with the LACDMH Chief Information Office Bureau. We plan to strengthen the learning experience by applying the best practices of adult learning, including interactive web-based design and

**B.2 Center of Excellence: Trauma and Resilience Informed Training Program**

products (modeling videos, interactive learning materials, etc.), user friendly interface design, and a robust monitoring system. This will ensure that we promote interactive self-learning, reflect optimal literacy levels, accommodate different learning styles and experiences, and increase interactive feedback and problem-solving using a range of learning tools. The most successful adult learning platforms impart not just information and skills, but also application of knowledge through problem-solving and critical thinking.

6.5.2.2 The Online Learning Management Platform will serve as the mechanism to establish multiple learning communities. These would support the dissemination of best practices so that there is consistency across systems, help illustrate the many systems that impact individuals and families, and facilitate intra-agency referrals. They would embody the core principles of trauma- and resilience-informed care: trust and transparency, peer support, collaboration and mutuality, and cultural and historical appropriateness.

**7.0 SERVICES TO BE PROVIDED:**

The Center of Excellence will include the following service components:

**7.1 Curriculum Development**

Using a community partnered participatory approach to training development, each training curriculum will be created with input from key informant interviews, subject matter experts, focus groups, and/or observation and shadowing of local context. The curricula will include education and skills training to address real-world challenges of diverse mental health and community providers and staff. All training modules, from Trauma & Resilience-Informed Foundations to specific preventive interventions and practices will include a workforce self-care component, including skill building to support individual and team resilience. These tools help to reduce burnout and moral distress among front line professionals who experience secondary trauma regularly in their roles. Tailored needs assessments within agencies and communities will assist in understanding the unique stressors for diverse personnel and customization of content so that training is culturally relevant and attuned to diversity, equity and inclusion. Tiered curricula to support professional wellbeing through self-assessment, resilience training and peer support has demonstrated improved resilience and increased support for health care professionals. A research-based mobile application (“Connected”) which provides personalized, machine learning capabilities, self-assessment, resources and tools to support well-being across the workforce, is included.



**B.2 Center of Excellence: Trauma and Resilience Informed Training Program****7.2 Training**

CoE trainings and professional development will be offered online and in person. Online delivery will be through an interactive and personalized LMS aligned in coordination with the LACDMH Chief Information Office Bureau. The learning platform will be customized to meet the varied needs of diverse providers across LA County systems using enhanced capabilities to deliver personalized learning and to support on-line learning communities across LAC and agency teams. Online trainings will vary in format, including webinars from subject matter experts, story-based videos, animated messaging, interactive knowledge checks to promote integration of key messaging, access to current scientific literature, and downloadable handouts and tip sheets. In person trainings will be led by expert facilitators who come from a range of diverse backgrounds and have lived and/or professional experience with the content area or target audience. All training content (online and in person) will incorporate multiple modalities for learning and will include engaging activities to help participants experience and apply the content principles within their own practices. Trainings may range from hour-long overview trainings or briefings to more in-depth practice-based trainings that allow for more extensive review and application of learning objectives and will be integrated into workforce professional development and training contexts.

7.2.1 Professional Development/Trainings may include a variety of topics based on input from DMH leadership and identified needs by community partners. Trainings may include, but are not limited to, the following topics:

- Trauma and resilience informed practices
- Aging and relationships: Maintaining connection across lifespan
- Enhancing resilience in classrooms
- Adopting family-centered engagement and prevention approaches in healthcare settings
- Understanding multiple causes of homelessness in adolescence
- Developing a community approach to school readiness for young children and their families
- Strategies to address moral distress
- Strengthening awareness of implicit bias
- Understanding the needs of Military and Veteran families
- Building resilience in LGBTQ youth
- Professional well-being addressing issues of diversity and working within systems which are not designed to promote the well-being of diverse communities
- Building bridges across LA County Service Systems
- Pillars of resilience for public health nurses
- Supporting Protective Factors across the lifespan
- The power of nature-based settings in improving family relationships

**B.2 Center of Excellence: Trauma and Resilience Informed Training Program**

- Creative strategies for strengthening sibling relationships
- Positive parenting practices
- Helping families manage tantrums (at libraries, parks, and medical visits)
- Understanding the child welfare system
- The impact of adverse child experiences on development and well-being
- How trauma impacts relationships and how relationships heal
- Helping families navigate adversities (eg, grief, separations, homelessness, medical illness, cognitive decline)

7.2.2 The CoE will continue to provide trainings for the sectors already being served (including Education, Los Angeles County of Education (LACOE), Los Angeles Unified School District (LAUSD), Mental Health, Prevention & Aftercare Networks, Home Visiting Programs, Child Welfare). In addition, training in Year 2 will include expansion of training to new sectors.

- The CoE will support the DMH/LAUSD community school initiative, through the provision of curriculum development, technical assistance, consultation and training. Training will include trauma-responsive schools, SEEDS (Strategies for Enhancing Early Development Success) early education workforce development, SEEDS parent engagement, and FOCUS resilience curriculum. Consistent with the recommendations from the California Assembly Blue Ribbon Commission on Early Childhood Education, the program will address:
  - Professional development for service providers who work with parents to include best practices on family engagement.
  - Training and support on the impact of trauma and adverse child and family experiences will be developed and made widely available.
  - Strategies for early education centers and elementary schools to develop a whole family approach.
- The CoE will support the DMH/LACOE Trauma-Informed Schools initiative. In 2018, the CoE partnered with DMH and LACOE to build a curriculum on Promoting Student Success and Safety. The initial roll out included a back to school kickoff event and regional trainings across the county. In 2019-2020, the CoE will support additional trainings utilizing the partnership curriculum and develop advanced trainings with the DMH/LACOE team, including topics

**B.2 Center of Excellence: Trauma and Resilience Informed Training Program**

such as recognizing implicit bias, prevention of nonsuicidal serious self-injurious behavior, and promoting a resilient school community.

- The CoE will work with DMH to develop of an Early Childhood Training Institute within the CoE that will include curriculum development, engagement of early childhood luminaries as faculty members and consultants, and facilitation of retreat-style workshops that will bring together teams of participants across disciplines for an intensive learning process. The curriculum will go beyond knowledge transfer and address the training-application gap. Participants will engage in a leadership project whereby they will work to address a challenge or problem within their own organization/sector. Coaching and consultation will be provided for application of skills between workshops.
- The CoE will support program development and training for Juvenile Justice work force. Curriculum development, leadership consultation and implementation support will be provided to partner agencies that support the Juvenile Justice sector, including Probation, DMH, Department of Health Services (DHS), LACOE. In addition, we will work with stakeholders to develop culturally-relevant programming to better support parents and youth through family engagement, parenting support and youth peer training programming.
- The CoE will support the Department of Children and Family Services (DCFS) transformational mission to become a trauma-responsive child welfare system. The CoE will participate in advisory boards as requested by DCFS and provide consultation and technical assistance to DCFS leadership during their evaluation and strategic planning. Professional development seminars and coaching will support the DCFS Contractor in leading the child welfare workforce and community partners through their adoption of a trauma-informed and resilience-centered lens. The CoE will support the expansion of screening and prevention services within the Child Welfare hubs to align with DMH and DHS goals of improved screening and referral processes for Adverse Childhood Experiences.

7.2.3 The CoE will support a two-day multi-disciplinary conference designed to address key prevention topics to support our most vulnerable populations. Innovative, charismatic keynotes and workshop presenters will identify barriers which impact communities; bring research based, best practice and compelling approaches to inspire participants and enhance service

**B.2 Center of Excellence: Trauma and Resilience Informed Training Program**

delivery for the birth to five populations, children, youth and families. The intent is to have day one of the conference to focus on data and services available and system gaps. Then on day two focus on strategies for filling the gaps and encourage the call to action. The conference and workshops will acknowledge the gaps in services and supports to offer strategies geared to mitigate the disparities and galvanize a call to action for *All Los Angeles Communities to Thrive*.

7.2.4 The CoE will provide professional development seminars to increase awareness and identification of Fetal Alcohol Spectrum Disorders for Juvenile Justice staff at 10 camps and 3 halls. The seminars will teach staff how to recognize potential signs that a youth may have been exposed to alcohol prenatally and how to provide developmentally appropriate strategies that support youth engagement in services. Topics include how to provide sustained behavioral consultation that includes coaching skills, targeted school and provider consultation, advocacy assistance, and connection to community linkages. As a result of participating in the seminar, staff will be better equipped to help parents reframe and understand their child's neurological impairment and process emotions, and change attitudes in a more positive, realistic direction. The initial awareness and identification campaign is a first step and necessary prerequisite for the more advanced training that will be rolled out in future years (i.e., Families Moving Forward or other evidence-based interventions).

**7.3 Coaching, Consultation, Technical Assistance, Evaluation & Population Health Measurement**

7.3.1 Regular consultation calls and meetings will support the learning communities (see below) while helping to ensure that information shared during online and in person trainings is applied to work in the community. Frequency can be determined in concert with DMH leadership and local supervisors. Consultation may also focus on supervisors and managers to help them support active implementation. Individual coaching will support service providers in need of more detailed assessment and support to improve acquisition of knowledge, skills and abilities and customization to the local context. Consultation will include management of on-line learning communities through the LMS.

7.3.2 Both consultation and coaching will also be employed to help build local champions with LAC and agency team. Champions are natural leaders that are drawn from the LAC workforce (i.e. DMH directly operated clinic staff and contract providers' staff) and are identified by LAC workforce supervisors and managers, as well as by Contractor's training facilitators who may recognize adept skills and or enthusiasm for the principles taught in training. A focus on further developing these champions will

**B.2 Center of Excellence: Trauma and Resilience Informed Training Program**

assist with local uptake of skills and strategies and support mentorship by champions for other team members needing extra support. Champions may also become key informants for future trainings and eventually assume roles in training facilitation; thereby assisting in expansion of local training capacity.

- 7.3.3 Technical Assistance will support program development, implementation and training evaluation efforts. Technical assistance may include reviewing existing curricula or program efforts and providing guidance about how to design program improvements, evaluation metrics, data analysis, training pedagogy, or other program supports. This type of support will be instrumental in supporting new programming for Year 2, such as the Early Childhood Training Institute, the DMH/LAUSD Community Schools Initiative, and Juvenile Justice peer program development.
- 7.3.4 Training evaluations will include in-person and on-line training quality improvement metrics including participation, knowledge and practice change and impact metrics, user and community feedback and continuous improvement analytics to support ongoing training and implementation quality improvement processes, developing a learning system of practice.
- 7.3.5 Population health measurement will include the design and implementation of four system level evaluations for prevention practice initiatives in designated sectors in partnership with the UCLA Luskin School evaluation team and with DMH and LAC partners (including LAUSD/LACOE, Juvenile Justice, and DHS), with a focus on assessment of impact on individual, family and system level outcomes. Contractor shall use a participatory evaluation framework. Practical participatory evaluation is grounded in an organizational learning framework that adopts strategies intended to enhance the learning capacity of organizations. Evaluations designed under this framework strive to understand programs with the expressed intention of informing and improving their implementation and the use of evidence. A constant theme in Contractor's proposed study is that the complexity and diversity of educational/social initiatives operating in their real world environments are treated as opportunities to generate findings that are relevant to stakeholders. Contractor will use a mixed methods approach because the preventive interventions being implemented are in multiple settings and across complex social environments with features that affect its success. A mixed methods approach is well-suited to gathering information about what community initiative stakeholders know about and have participated in, what they perceive as challenges faced by communities in these endeavors, and what successful and sustainable strategies they have identified to inform DMH and LAC leadership and policy makers.
- 7.3.6 Through consultation and technical assistance, Contractor will support DMH with the ongoing implementation of several initiatives:

**B.2 Center of Excellence: Trauma and Resilience Informed Training Program**

- DMH has developed a Mental Health Strike Team (MHST) comprised of existing county employees and DMH contracted consultants that will focus on the development and implementation of new innovative programs that seek to improve services and well-being for diverse communities in Los Angeles County. Contractor will support the DMH MHST in their work with identifying opportunities for successful coordinated efforts among various county departments and philanthropy in addition to special projects identified by the executive team. Contractor will facilitate the DMH MHST's acceleration of the timelines for developing and implementing mental health programs targeting vulnerable children and families. The DMH MHST leverages private and public funding in support of collaborative partnerships among County Departments, and Contractor will champion these endeavors in order to shift the paradigm of mental health delivery to the diverse communities of Los Angeles County.
- In addition, the CoE will support a pilot training project that brings together the LA County Department of Health Services, the Center for Youth Wellness (CFYW), DMH and First 5 LA and leverages public-private partnerships to initiate screening for adverse childhood events (ACEs) during comprehensive health assessments for children involved in the child welfare system. Staff in two selected Medical Hubs will be trained in ACEs screening, and consultation/technical support will be provided to support the implementation of a screening and referral pathway. The CoE will provide support through strategic planning, curriculum development, adaptation of CFYW for the local community, training and evaluation. This pilot will support the integration of CFYW training processes within the CoE on-line learning platform to support a scalable and sustainable model.

**7.4 Public-Private Partnership**

The CoE and its partner, the UCLA Pritzker Center for Strengthening Children and Families, will collaborate with DMH on projects that leverage public-private partnerships to shift the paradigm of mental health delivery to the diverse communities of Los Angeles County. This effort will target opportunities to fund the development of innovative program design; use data supported planning; champion flexible and responsive approaches to community and system needs; and address shared objectives of Los Angeles County, philanthropy and other partners in improving the wellbeing of our constituents. Public-private partnerships supported by this collaboration will lead to increased, flexible funding streams; more effective systems of service delivery; higher quality and timely provision of services; and create synergy between the expertise and experience of multiple public and private sectors. Specifically, the CoE will provide support through project management, strategic planning, convening philanthropic foundations and county leadership, and engagement of subject matter experts and consultants.

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**7.5 Policy and Advocacy**

The CoE will provide technical support for DMH’s efforts to develop and advocate for improved mental health initiatives whether it be at the local, State or federal level. It is envisioned that this collaborative approach will improve the health of all people in our county by incorporating mental well-being considerations into decision-making across a broad array of sectors and policy areas. The goal of this work, is to ensure that all decision-makers are informed about the mental health consequences of various policy options during the policy development process. This work will touch the intersections of various other county departments (e.g., Juvenile Justice, Child Welfare, Public Health, etc.), as well as other sectors (e.g., philanthropy, non-profit, business, etc.), and aims to create an environment where diverse sectors take responsibility for the well-being of all of the County’s residents. Specifically, the CoE will provide support by matching county advocacy needs with policy and subject matter experts based at UCLA, policy analysis, provision of briefings to State and local government officials, and the development of a communications toolkit to assist in advocacy.

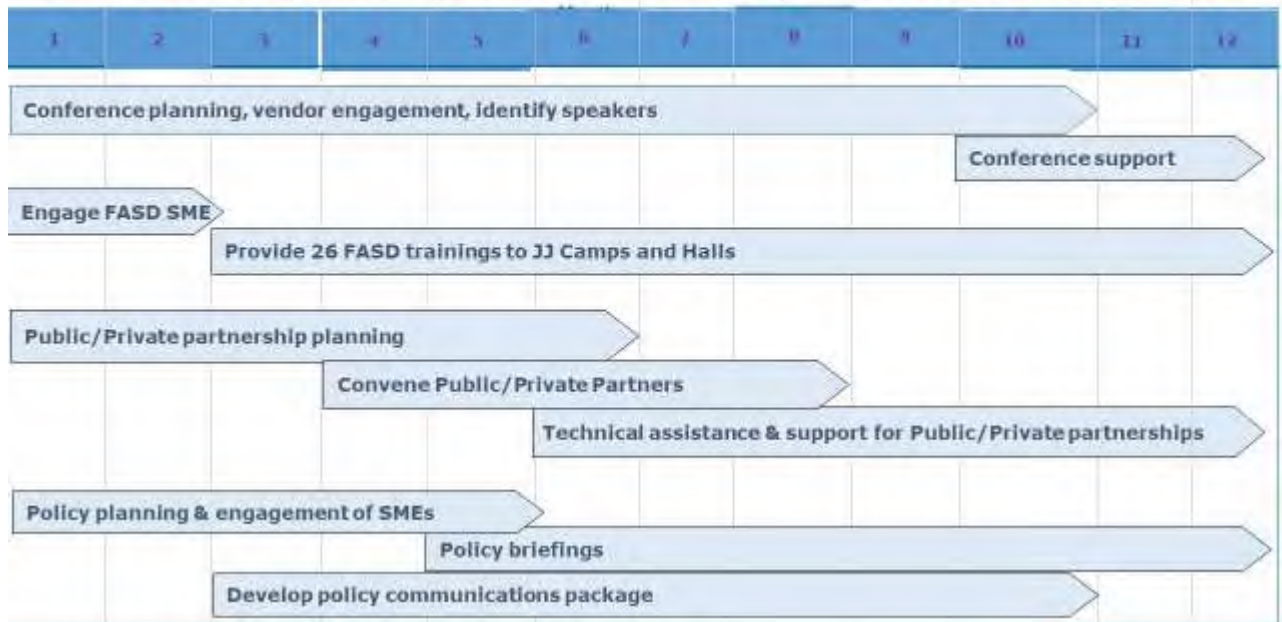
**8.0 OBJECTIVES**

- 8.1 The timeline below depicts targeted timeframes for the key activities that need to be accomplished in order to meet the goal of implementing trauma and resilience-informed training County-wide while developing a robust LMS and strategic planning for future years of training.
- 8.2 Additional objective charts will be developed for future years, with input from stakeholders following planning meetings and lessons learned from the previous year.



B.2 Center of Excellence: Trauma and Resilience Informed Training Program

*UCLA Prevention Training Center of Excellence: Year Two*



8.3 There are eleven primary objectives year 2, which are outlined below with key activities that map onto the Year Two timeline (above). Additional objective charts will be developed for future years, with input from stakeholders following planning meetings and lessons learned from the previous year.

Measurable objective	Key Activities	Measure of Success (Indicators)	Timeline
Advance the Learning Management System for learning personalization, evaluation and analytics, and agile reporting features for managers	Maintenance of LMS	Operations, hosting, security, tool management, ongoing solution design, management of platform and user licenses	Months 1-12
	Program advanced functionality and features	Phase 2 personalization of integrated delivery and evaluation tools & reporting including on-line learning community design, gamification, personalized learning enhancements.	Months 3-12
	User testing of advanced LMS enhancements	User testing will be completed and quality improvements initiated	Months 3-12
Develop and Adapt Curricula	Facilitate meetings with key stakeholders	Identification of training needs, target audiences, and delivery locations	Months 1-10
	Identification of subject matter experts	Local and National experts representative of diverse backgrounds and experiences will be identified and engaged to inform training content and/or deliver advanced online trainings	Months 2-10



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	Plan and develop new training curricula	Based on input from subject matter experts, new content will be developed and launched. All curricula will be culturally relevant and attuned to diversity, equity and inclusion (in person and on-line)	Months 3-10
	Key informant interviews, field assessments & customization of curriculum to local context	New content will be customized for local context with input from key informants	Months 3-10
	Produce story-based online trainings	Videos will be produced to enhance online learning curricula and reflect the diversity of LA County	Months 3-12
	Produce on-line courses	Training courses will be authored and posted online	Months 3-12
Provide training in waves (including adapted Trauma- & Resilience-Informed Care for workforce type/sectors; peer workforce training in designated sector, early childhood, parent engagement/prevention practices, etc)	Facilitate meetings with key stakeholders to identify most pressing training needs for immediate roll out	Training needs and target audiences will be identified	Months 1-4
	Provide training to DMH providers & identified partners and county agencies	Training will be completed in waves	Months 1-12
Facilitate Prevention Evidence Based Prevention Practice Trainings	Stakeholder meeting to determine need	Identify key service area or sector for preventive practice trainings	Months 1-2
	Facilitate trainings	FOCUS, SEEDS, STRIVE, or other identified evidence-based prevention trainings will be delivered	Months 3-7
	Provide implementation support	Regular consultation calls will be scheduled and coaching sessions provided as requested for previously trained providers and new providers	Months 1-12
Coaching, consultation & Technical Assistance for DMH providers, partner providers and local champions	Provide group or individual consultation sessions to enhance implementation of applied strategies	250-300 consultation sessions will be delivered via phone/online/in person meetings	Months 1-12
	Provide individual coaching sessions for providers that need additional assistance in strategy implementation	50-100 coaching sessions will be facilitated to support implementation in the field	Months 1-12
	Identify local champions	Through meetings with stakeholders, supervisors/managers, natural team leaders will be identified and engaged	Months 1-12

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	Provide Champion development consultation calls	150-200 consultation calls will be facilitated to build local champions	Months 1-12
	Provide individual coaching for local Champions to support retention and leadership development	50-100 individual coaching sessions will enhance and deepen the skill acquisition and implementation expertise for local champions	Months 1-12
	Provide Technical Assistance for program and curriculum development	Up to 500 hours of technical support will be provided to support developing programs, including, but not limited to, DMH training programs, Juvenile Justice youth and family peer support, strategic planning for early childhood training institute, and community school initiatives. May include document review, curriculum review, and feedback/guidance.	Months 1-12
Training Evaluation & Quality Improvement	Design evaluation plan	Map evaluation questions onto training objectives, identify methods for capturing feedback	Months 1-2
	Program analytics	Program surveys into LMS, survey platforms, and/or mobile applications	Months 2-6
	Incorporate quality improvements	Synthesize findings into quality improvement recommendations; make needed adjustments to curricula	Months 1-12
Population Health Evaluation	Meet with key stakeholders to identify program evaluation needs	Identify 4 units of evaluation support, including community residents who can inform design and data interpretation	Months 1-6
	Provide evaluation plans	Delivery program evaluation plans and strategies, facilitate evaluation activities including qualitative and quantitative design and data collection	Months 3-8
	Facilitate evaluation	Conduct evaluation analysis and interpretation on behalf of DMH or partner programs	Months 4-12
	Provide evaluation reports	Provide written evaluation reports	Months 8-12
Prevention Conference	Meet with County leadership	Determine target audience and provide strategic planning support to identified County conference planning leads.	Months 1-3
	Engage vendors	Hire vendors and create necessary agreements with event planners, venues, and caterers.	Months 3-6
	Identify subject matter experts	Based on identified conference goals, identify and engage local and national experts in prevention science and systems of care.	Months 6-10

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	Event support	Provide support as needed during the conference and engage in debriefing with County leads following the conference	Months 11-12
Fetal Alcohol Spectrum Disorder Training	Engage vendors	Identify local subject matter experts in FASD and Families Moving Forward; complete necessary agreements for UCLA vendor process	Months 1-2
	Provide trainings	Provide 26 trainings to staff at 3 juvenile halls and 10 juvenile camps	Months 3-12
Public/Private Partnerships	Engage stakeholders	Work with DMH leadership to identify unmet or underfunded mental health needs in LA County	Months 1-2
	Provide strategic planning	Develop innovative solutions to bridge gaps in scientific expertise and systemic processes	Months 2-6
	Convene meetings	Bring local philanthropist and County leadership together to discuss potential partnerships to support solutions	Months 3-8
	Provide technical assistance	Provide logistical and technical assistance to support innovative partnerships	Months 6-12
Policy and Advocacy	Engage stakeholders	Work with DMH leadership to identify advocacy and policy needs	Months 1-2
	Identify subject matter and policy experts	Identify and match UCLA schools, professors, researchers, and experts with the identified policy needs	Months 3-5
	Provide policy briefings	Provide logistical assistance to support the partnership between UCLA experts and county leadership	Months 5-12
	Develop communications toolkit	Engage appropriate policy analysts and communication firms to develop a communications package to support advocacy and sharing of the LA County approach to mental health prevention strategies	Months 2-10

**9.0 GREEN INITIATIVES**

- 9.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 9.2 Contractor shall notify County’s Contract Project Monitor of Contractor’s new green initiatives prior to the contract commencement.

**B.2 Center of Excellence: Trauma and Resilience Informed Training Program**

**10.0 RATES AND PAYMENT PROCEDURES**

For deliverables and tasks that are not completed within any given fiscal year, Contractor may request approval from DMH to complete those tasks in subsequent fiscal years and DMH may roll over the funds associated with the completion of such deliverables and tasks. The roll-over of funds is subject to funding availability and may require an Amendment.

For the services described in Section 7.0, Services to be provided, of this SOW, DMH shall pay to Contractor the annual funding amounts specified in the table below in accordance with the following fee schedule:

Description	Qty.	Cost per Unit	Audience	Unit Description and Core Activities	Cost
Local training customization per sector and training topic	40	\$11,000	N/A	Stakeholder meetings, key informant interviews, curriculum customization per context and topic	\$440,000
LMS Maintenance		\$128,000	Up to 20,000 users	Platform licenses & user licenses	\$213,000
		\$35,000	N/A	Operations, hosting, security, tool management	
		\$50,000	N/A	Ongoing solution design	
LMS Personalization	Phase 2 personalization of integrated delivery tools & reporting including on-line learning community design, gamification, personalized learning enhancements.				\$ 275,000
		\$80,000	Training participants	Advanced learning community	
		\$65,000	Training participants	Gamification	
		\$100,000	Training Participants	Enhanced User experience/User Interface design	
		\$30,000	Training participants	Advanced personalization	
Leadership planning, quality improvement meetings	1	\$100,000	DMH-identified leaders	Monthly meetings with DMH leadership, weekly check-ins, quarterly meetings with advisory groups, additional meetings as requested	\$ 100,000
Analytics & Reporting	1	\$150,000	DMH Leadership	Programming of LMS analytics & quarterly reporting	\$150,000
Production of story-based trainings for on-line training	5	\$150,000	DMH staff & partners	Foundational content for online and in-person training, includes script writing, filming, production, editing, course creation, communication tools, outreach & engagement and packaging.	\$ 750,000
Preventive Practice Trainings	250	\$ 11,500	Up to 50 trainees per training	2-6 hour trainings (trauma & resilience, professional wellness, parent engagement, peer programming, etc) for existing sectors and new initiatives (early childhood, community schools, juvenile justice, etc.)	\$2,875,000
Prevention EBP trainings	10	\$28,000	Up to 25 trainees per training	Training in prevention evidence-based practices (e.g., FOCUS, SEEDS, STRIVE)	\$280,000

**B.2 Center of Excellence: Trauma and Resilience Informed Training Program**

Technical Assistance and Program Development Support	500	\$425	DMH staff & partners	Unit hour of support for program mapping, selection, and program development, training guidance, reviewing and providing feedback	\$212,500
Consultation and Coaching	500	\$350	DMH staff & partners	Unit hour of telephone/online/in person consultation	\$175,000
Champion Consultation and Coaching	300	\$350	Local Sector Champions	Unit hour of telephone/online/in person coaching	\$105,000
Evaluation of prevention training initiatives and TI-prevention dissemination for designated sector(s) (e.g. school based, juvenile justice)	4	\$280,000	DMH and Partner Sectors	Development and conduct strategic evaluation of expansion of prevention practices and training in partnership with designated county agencies	\$1,120,000
Public Private Partnership	2	\$250,000	DMH and Partner Sectors	Planning initiatives: Planning, convening's, implementation, project management support with consultancies.	\$500,000
Policy and Advocacy	10	\$64,500	DMH and Partners Sectors	Policy and advocacy initiatives to include systems data analysis, communication tools, representation.	\$645,000
Prevention Conference	1	\$532,000	Conference Participants	Conference planning support and expenses	\$532,000
FASD Seminars for Juvenile Justice	26	\$16,000	Training Participants	Trainings to increase awareness and identification of FASD in Juvenile Justice involved youth and strategies to promote better engagement in services	\$416,000
<b>Direct Costs</b>					<b>\$8,788,500</b>
<b>Indirect Costs</b> F&A Rate 15%					<b>\$1,318,275</b>
<b>TOTAL COSTS</b>					<b>\$10,106,775</b>

The deliverable fee schedule above is included for DMH's reference, only. UCLA agrees to submit milestone base invoices in accordance with the above schedule. Actual UCLA expenses shall be submitted to DMH in accordance with the following major budget categories:

<b>Budget Category</b>	<b>Allocation</b>
Senior Personnel	\$951,302
Other Personnel:	\$4,211,048
Other direct costs:	\$3,585,550
Travel:	\$40,600
Indirect Costs: 15% of co total costs	\$1,318,275
<b>Annual Total:</b>	<b>\$10,106,775</b>

**ADMINISTRATION OF CONTRACT/SOW**

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**PUBLIC MENTAL HEALTH PARTNERSHIP  
(PMHP)**

**STATEMENT OF WORK**

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## B.3 Public Mental Health Partnership (PMHP)

### 1.0 SCOPE OF WORK

The mission of the UCLA-DMH Public Mental Health Partnership (PMHP) is to implement exemplary training and technical assistance activities focused on vulnerable populations with serious mental illness in ways that build excellence in public mental health care across Los Angeles County (LAC); and to do so in the context of a transparent, trusting partnership with the Los Angeles County Department of Mental Health (DMH) that generates benefits for both the University and public health communities.

The PMHP is comprised of two sections focused on serious mental illness -- the Initiative for Community Psychiatry (ICP) and the Full-Service Partnership (FSP) Training and Implementation Program.

#### 1.1.A. The Initiative for Community Psychiatry

The UCLA-DMH Initiative for Community Psychiatry (ICP) will provide technical support and consultative services to aid the expansion of and strategic planning for specialized homeless outreach teams that [i.e., Homeless Outreach and Mobile Engagement (HOME) teams] that “provide comprehensive intensive community field based mental health services designed to meet the unique needs of individuals that have a severe and persistent mental illness (SPMI) who are homeless.” These teams focus on the most vulnerable chronically homeless individuals who need specialized support to access housing. Most individuals served by HOME will need sustained engagement, inpatient psychiatric hospitalization, conservatorship under the authority of the Office of the Public Guardian, and supportive housing (including supportive transitional shelter and Adult Residential Facility placement) to achieve housing stability. The ICP will establish and refine the HOME model of mental health care for the chronically homeless and then coordinate and optimize the work of all teams working with this model to care for homeless individuals across (LAC) Los Angeles County. The work of the ICP will draw on evidence-based models including Assertive Community Treatment and Housing First but will develop and refine a trailblazing innovation for the chronically homeless population.

The ICP will pursue 4 key tasks. First, the ICP will describe the role for HOME teams that serve the chronically homeless within the continuum of mental health services in LAC by producing a comprehensive set of policies and practices to guide teams. Through partnered strategic planning and technical support, ICP will describe the teams’ target population, estimate the resources needed on teams to optimally serve this population, and engage in strategic planning to map teams’ consultation, referral and enrollment functions. Second, the ICP will provide consultative and quality assurance services to ensure that those individuals who need HOME services to achieve housing receive it. It will do so by pursuing activities that build team capacity to serve this population and by partnering with the array of homeless outreach teams collaborating with HOME. Third, the ICP will provide comprehensive training experiences for homeless outreach teams across the continuum of care while maintaining a special focus on the training needs of HOME teams. The aim of these training experiences will

**B.3 Public Mental Health Partnership (PMHP)**

be to build the capacity of homeless outreach providers to coordinate care for the most vulnerable. Fourth, the ICP will produce recommendations regarding additional system-level best practices that can improve serves for the target population.

**1.1.B. Full-Service Partnership Training and Implementation Program**

The LACDMH FSP program has expanded considerably in the years since its inception. While DMH has provided guidelines for FSP operations including a comprehensive FSP Tool Kit, many of the FSP teams in operation today have not fully implemented the recommendations and suggestions provided in the toolkit. The variations in FSP implementation were the result of multiple factors including differences in mission and practice of host agencies, differences in knowledge and practice skills among staff, and scarce resources for training and technical support across teams. As the FSP program undergoes rebidding of contracts in 2020, FSP clinicians and programs need support to help them move toward consistency in service design and in treatment provision. The purpose of the FSP Training and Implementation Program (FTI) is to provide the training and technical assistance resources that will improve the practice and operation of FSP programs in both directly-operated and contract clinics across LAC in order to maximize client outcomes including housing stability, community integration, and symptom stability.

The FTI will pursue four key tasks toward these objectives. First, the FTI will employ FSP Implementation Specialist to provide expertise and coaching about best practices to FSP teams. Second, the FTI will support staff and clinicians who work within the FSP program to develop and lead training experiences that benefit their colleagues. Third, the FTI will produce and provide workshops, training tools (e.g., online courses and video aids), and other educational experiences to build capacity and advance the professional development of FSP staff and clinicians. Fourth, the FTI will collect fidelity data to describe key processes and outcomes on FSP teams in order to aid quality improvement activities across the program. Fifth, the FTI will support policy advancements that can improve the ability of the FSP program as a whole to achieve its outcomes for its target population.

**2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS**

2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

**3.0 SERVICES TO BE PROVIDED**

3.1 The Initiative for Community Psychiatry will coordinate and optimize the work of all HOME teams through the following activities:

3.1.1 Training & Consultation:

3.1.1.1 Training and providing consultative support to all HOME clinicians.

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- 3.1.1.2 Providing monthly training workshops for HOME clinicians to share information and improve strategies.
- 3.1.1.3 Providing core curricular training workshops within each Service Area for homeless outreach teams and homeless service staff who work with HOME clients.
- 3.1.1.4 Providing comprehensive consultation to homeless outreach leaders, clinicians, and agencies to improve collaboration with HOME teams.
- 3.1.1.5 Providing as-needed expert consultation and coaching to all HOMEs on complex clinical questions.
- 3.1.1.6 Producing training materials (e.g., videos, manuals, other resources) to expand knowledge about the HOME approach.
- 3.1.1.7 Organizing and hosting site visits, shadowing experiences, and travel to conferences to improve learning across the HOME program.

3.1.2 Quality Assurance:

- 3.1.2.1 Collaborating with LAC stakeholders to refine an estimate of HOME service needs and disseminate a description of the target population.
- 3.1.2.2 Identifying the ways in which HOME needs differ across diverse communities within LAC.
- 3.1.2.3 Monitoring and improving the referral, triage and enrollment on all HOME teams.
- 3.1.2.4 Recommending team staffing and supporting workforce capacity-building activities to expand access to HOME services.
- 3.1.2.5 Refining validated measurement tools to fit the features of the LAC HOME model.
- 3.1.2.6 Generating annual reports for every HOME team that define performance targets.

3.1.3 Innovating for Performance Improvement:

- 3.1.3.1 Assessing HOME team models that differ in staff composition (e.g., peer-led *versus* nurse-led) and target populations (e.g., Skid Row *versus* rural homeless individuals) across all DMH programs.

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- 3.1.3.2 Designing and implementing innovative and ethical policies and procedures to address clinically-complex scenarios encountered in HOME (e.g., decision to apply for conservatorship).
- 3.1.3.3 Collaborating with DMH quality improvement efforts and policy initiatives to support access for HOME clients to appropriate housing, inpatient psychiatric care, and other services.
- 3.1.3.4 Offering feedback and guidance to DMH leadership to other policy makers to support HOME and homeless services optimal advancement in LAC.
- 3.1.3.5 Conducting brief assessments of innovative models for serving the HOME target population to offer policy and practice lessons and principles to LAC.

**3.2 FSP Training and Implementation**

The FSP Training and Implementation Program defines a comprehensive program designed to improve FSP teams’ operations and clinical practice to achieve uniformly positive, system-wide outcomes for these consumers and their families. The FSP Training and Implementation Program (FTI) will develop a cutting-edge program that will support all extant FSP teams to improve the quality and consistency of their services across LAC. The FTI shall accomplish the following objectives:

**3.2.1 Training and Consultation:**

- 3.2.1.1 Producing and providing online training supports (i.e., online courses, webinars, videos) to FSP clinicians and staff of both DMH directly operated clinics and contractors.
- 3.2.1.2 Providing in-person training and coaching delivered by a dedicated FTI-employed Implementation Specialist, primarily on-site at clinics.
- 3.2.1.3 Developing and supporting FSP clinicians and staff to develop and deliver trainings to their colleagues.
- 3.2.1.4 Providing additional high-quality, evidence-based in-person and technology-enabled training and coaching opportunities to FSP teams.
- 3.2.1.5 Hosting at least two large-capacity workshops for FSP providers featuring training and support activities
- 3.2.1.6 Organizing and hosting site visits, shadowing experiences, and travel to conferences to improve learning across the FSP program

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3.2.2 Quality Assurance:

- 3.2.2.1 Refine and disseminate a shared vision and fidelity instrument that unites all FSP clinicians under a common theoretical and practical understanding of the FSP intervention.
- 3.2.2.2 Producing materials that report back to FSP teams data about their performance in order to support local quality improvement activities.
- 3.2.2.3 Providing detailed information and guidance about the team-based model of FSP service delivery that will be forwarded in new FSP contracts.

3.2.3 Innovating for Performance Improvement:

- 3.2.3.1 Providing training and professional development activities to build capacity for Peer Specialists to advance within the FSP program.
- 3.2.3.2 Collaborating with and supporting DMH and Health Agency system-level quality improvement efforts and policy initiatives in order to increase increase FSP clients' access to community integration, appropriate housing, inpatient psychiatric care, and other services.
- 3.2.3.3 Providing an 11-session, 33-hour co-occurring disorder training for up to 60 DMH Substance Abuse Counselors that increases their understanding of SMI and supports their advancement in the FSP program.
- 3.2.3.4 Providing didactic seminars and journal clubs to DMH providers who serve older adults in order to improve the quality of care for older adults within the FSP program and the step-down programs that serve them.
- 3.2.3.5 Supervising trainees at DMH clinic sites and providing individualized training and consultation for DMH providers on special topics as requested by DMH. Special topics may include treatment considerations in forensics, HIV/STD prevention and care, Obsessive Compulsive Disorder, Eating Disorders, gender identity, quality improvement, neurocognition, or other topics as identified. Such training opportunities will include FSP providers as well as providers within step-down programs that may serve these special populations.
- 3.2.3.6 Continuing an evaluation of one of the department's specialized FSP programs (i.e. Assisted Outpatient Treatment). Over the last three years, the UCLA Center for Social Medicine team has

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tracked the progress and outcome of clients; documented in detail positive and negative client experiences; and made some preliminary recommendations for improvement; and evaluated the impact of any program changes and enhancements on both the LACDMH system and the community in Los Angeles County. For this final phase of the evaluation and for FY 2019-20, only Contractor will complete the evaluation and data collection and finalize its analysis and present its findings to DMH leadership in real time to inform LACDMH policy and help make this a program a model for other US cities.

**3.3 Specific Deliverables**

The Initiative for Community Psychiatry will provide the following activities to support HOME teams:

**3.3.1 Training & Consultation:**

- 3.3.1.1 Ten day-long training workshops for HOME clinicians to share information and improve strategies.
- 3.3.1.2 Eighty day-long core curricular training workshops (10 within each Service Area) for homeless outreach teams and homeless service staff who work with HOME clients.
- 3.3.1.3 As-needed consultation to homeless outreach leaders, stakeholders, and agencies to improve collaboration with HOME teams.
- 3.3.1.4 As-needed expert consultation and coaching to all HOME teams across all eight SPAs.
- 3.3.1.5 Training materials (e.g., two videos, a HOME manual, a study guide, as-needed study aids) to expand knowledge about the HOME approach.
- 3.3.1.6 Two days of site-visiting and shadowing experiences for 16 HOME staff to see exemplar sites in other municipalities and train in best practices.
- 3.3.1.7 Travel for 6 HOME team members to attend conferences to improve learning across the HOME program

**3.3.2 Quality Assurance:**

- 3.3.2.1 A final estimate of HOME service needs, a description of the target population, and a scale to be used to identify the target population.

**B.3 Public Mental Health Partnership (PMHP)**

3.3.2.2 A protocol to implement consistent referral, triage and enrollment on HOME teams in all Service Areas.

3.3.3 Innovating for Performance Improvement:

3.3.3.1 Profiles of six innovative homeless service sites or municipalities that reflect the HOME team model.

3.3.3.2 Standard protocols for ethical procedures to address clinically-complex scenarios encountered in HOME including the decision to apply for conservatorship.

3.3.3.3 Guidance regarding future-directed strategies and policies for quality assurance and quality assurance in the HOME program.

3.4 The FSP Training and Implementation Program will provide the following activities to support FSP teams:

3.4.1 Training, Consultation and Evaluation:

3.4.1.1 Continued access to an online core curriculum for all FSP providers.

3.4.1.2 A Training Champions program in every Service Area that supports two exceptional FSP clinicians per Service Area to deliver trainings to colleagues.

3.4.1.3 Eight Implementation Specialists and two Peer Specialists focused on delivering, a total of, 100 in-person training and coaching sessions for FSP providers within each Service Area.

3.4.1.4 Quarterly in-person Learning Collaborative in each Service Area (32 total) facilitated by FTI staff in partnership with Training Champions and Implementation Specialists.

3.4.1.5 Eighteen day-long or half-day trainings delivered to FSP clinicians on emergent topics or coupled to current clinical interventions.

3.4.1.6 An annual FSP educational conference with a capacity to deliver at least one day of in-person training, including multiple concurrent sessions, for up to half of the FSP workforce.

3.4.1.7 A second day-long educational conference for a smaller number of providers with unique educational needs, such as Peer Specialists or Psychiatrists

3.4.1.8 A luncheon for contract providers that support the FSP program

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3.4.1.9 Training materials (e.g., two videos, a HOME manual, a study guide, as-needed study aids) to expand knowledge about the FSP program, housed on an accessible online portal.

3.4.2 Quality Assurance:

3.4.2.1 A fidelity instrument that unites all FSP clinicians under a common theoretical and practical understanding of the FSP intervention.

3.4.2.2 Report backs to FSP teams that describe their performance and quality assurance opportunities.

3.4.3 Innovating for Performance Improvement:

3.4.3.1 A training program for Peer Specialists and Employment Specialists that increases the capacity and competence of the workforce to support community integration and employment.

3.4.3.2 Guidance regarding future-directed strategies and policies for quality assurance and quality improvement in the FSP program.

3.4.3.3 An 11-session, 33-hour training curriculum for up to 60 DMH Substance Abuse Counselors to improve their knowledge of SMI and treatment of co-occurring disorders.

3.4.3.4 Up to 12 didactic trainings, four CME seminars, and six journal clubs delivered to DMH providers who serve older adults.

3.4.3.5 Individualized in-person and technology-enabled supervision of trainees and training and consultation for DMH providers in both FSP and other programs on special populations and topics as requested by DMH.

3.4.3.6 Qualitative Data Collection and Analysis: Contractor shall complete its evaluation of LACDMH’s AOT Program and will finish the final Analysis and Reporting Phase, including:

3.4.3.A Collect de-identified data: IS/IBHIS data on client demographics, diagnoses, and utilization of services and Outcome Measures Application data (OMA), provided quarterly by DMH-Clinical Informatics.

3.4.3.B Collect administrative data on AOT program referrals, court orders, and Full Service Partnership (FSP) referrals and enrollments and Enriched Residential Services (ERS) enrollments provided quarterly by DMH.



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3.4.3. C Track client flow, attrition rates, frequently and impact of court orders, duration and utilization of services, client progress and outcomes, and frequency of and duration of hospitalizations, arrests and incarcerations, and report to DMH, AOT oversight and Accountability meeting, and other stakeholders.

3.4.4 D Develop and submit quarterly reports to DMH during the contract period summarizing all analysis completed during the quarter. The last quarterly report of any given fiscal year shall include a summary of all analyses completed during the fiscal year.

3.4.4 E Develop and submit a draft comprehensive report to DMH contract period 60 days before the end of the contract period.

3.4.4 F Develop and submit a final comprehensive report to DMH summarizing all analysis completed during the contract period at the end of the contract period.

**3.5** All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

**4.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

4.1 Method of monitoring to ensure that Contract requirements are being met;

4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

**5.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor’s performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County’s Quality Assurance Plan.

**5.1 Meetings**

Contractor is required to attend a scheduled meeting as needed.

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**5.2 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor’s performance.

**6.0 DEFINITIONS**

*Assertive Community Treatment:* An evidence-based, multidisciplinary model of intensive, field-capable outpatient care for individuals with severe and persistent mental illness (SPMI).

*Full-Service Partnership:* This intensive outpatient service is field based service capable, providing an array of services including targeted case management, mental health services, and, if a client elects medication support.

*HOME team:* Homeless Outreach and Mobile Engagement provides comprehensive intensive community field-based mental health services designed to meet the unique needs of individuals that have a Severe Mental Illness (SPMI) who are homeless.

**7.0 RESPONSIBILITIES**

The County’s and Contractor’s responsibilities are as follows:

**COUNTY**

**7.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0 Administration of Contract - County. Specific duties will include:

- 7.1.1 DMH Program Lead: DMH employee responsible for the requirements and services as outlined in this SOW as designated in Exhibit A (B.3 Public Mental Health Partnership) Attachment 1 – ADMINISTRATION OF CONTRACT/SOW.
- 7.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 7.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

**CONTRACTOR**

**7.2 Principal Investigator**

- 7.2.1 Contractor shall provide a full-time Principal Investigator (PI) or designated alternate. County must have access to the PI during work hours. Contractor shall provide a telephone number where the PI may be reached on an 8am to 5pm weekday hour per day basis.

**B.3 Public Mental Health Partnership (PMHP)**

- 7.2.2 PI shall act as a central point of contact with the County regarding the services to be provided, program components, and deliverables outlined in this SOW.
- 7.2.3 PI/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of this SOW. PI/alternate shall be able to effectively communicate, in English, both orally and in writing.

**7.3 Trainers**

- 7.3.1 Contractor shall assign a sufficient number of trainers to provide the scope of services outlined in this SOW. Contractor will not utilize any trainers which DMH, in its sole discretion, asks to be removed or excluded from providing services under this Agreement.
- 7.3.2 All services by trainers under the Agreement will be provided in accordance with the policies and procedures of the DMH Program in which they are rendered.
- 7.3.3 Contractor will be solely responsible for compensating (including benefits, pensions and employment related taxes), if appropriate, Contractor trainers, Faculty and/or staff for services provided under this SOW.
- 7.3.4 Contractor trainers and staff shall become volunteers, and must cooperate with DMH's processes for achieving this status. The Parties acknowledge and agree that this volunteer status is not intended to, nor will it, affect any UCLA Faculty Member's University employment or faculty appointment status.
- 7.3.5 When requested by DMH, participate in DMH quality improvement programs.
- 7.3.6 While present at the DMH Program sites, Contractor trainers and staff will comply with the policies and procedures of the DMH Programs.
- 7.3.7 Contractor shall be required to background check their employees, consultants and contracted staff as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

**7.4 Identification while in DMH Facilities**

- 7.4.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract.
- 7.4.2 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

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7.4.3 Contractor shall notify the County within five business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee’s County ID badge to the County within three business days after the employee has terminated employment with the Contractor.

7.4.4 If County requests the removal of Contractor’s staff, Contractor shall retrieve and return an employee’s County ID badge to the County within three business days after the employee has been removed from working on the County’s Contract.

**7.5 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

**7.6 Contractor’s Office**

Contractor shall maintain an office with a telephone in the company’s name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor’s performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

**8.0 GREEN INITIATIVES**

8.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

8.2 Contractor shall notify County’s Contract Project Monitor of Contractor’s new green initiatives prior to the contract commencement.

**9.0 INTENTIONALLY OMITTED**

**10.0 FUNDING AND DELIVERABLES**

For the services described in this SOW, DMH shall pay to Contractor the annual funding amount not to exceed **\$ 7,313,684**.

For deliverables and tasks that are not completed within any given fiscal year, Contractor may request approval from DMH to complete those tasks in subsequent fiscal years and DMH may roll over the funds associated with the completion of such deliverables and tasks. The roll-over of funds is subject to funding availability and may require an Amendment.

For the services described in Section 3.0, Services to be provided, of this SOW, DMH shall pay to Contractor the annual funding amounts specified in the table below in accordance with the following fee schedule:

**Exhibit A**  
**B.3 Public Mental Health Partnership (PMHP)**

<b>PMHP OVERALL FUNDING ALLOCATION</b>					
<b>Number</b>	<b>Deliverable Name</b>	<b>Allocation</b>			
ICP01	Initiative for Community Psychiatry: Training and Consultation	\$1,453,875	ICP01	ICP01 - ICP03	ICP01 - ICP03 and FTI01 - FTI03
ICP02	Initiative for Community Psychiatry: Quality Assurance	\$839,093	ICP02		
ICP03	Initiative for Community Psychiatry: Innovating for Performance Improvement	\$886,746	ICP03		
FTI01	FSP Training and Implementation: Training and Consultation	\$1,639,519	FTI01	FTI01 - FTI03	
FTI02	FSP Training and Implementation: Quality Assurance	\$1,228,896	FTI02		
FTI03	FSP Training and Implementation: Innovating for Performance Improvement	\$1,265,555	FTI03		
<b>TOTAL</b>		<b>\$7,313,684</b>			

The deliverable fee schedule above is included for DMH’s reference only. UCLA agrees to submit milestone base invoices in accordance with the above schedule. Actual UCLA expense shall be submitted to DMH in accordance with the following major budget categories:

<b>PMHP COSTS BY CATEGORY</b>								
<b>DELIVERABLE</b>								
<b>Category</b>	<b>ICP01</b>	<b>ICP02</b>	<b>ICP03</b>	<b>FTI01</b>	<b>FTI02</b>	<b>FTI03</b>	<b>TOTAL</b>	
Personnel	319,827	319,827	319,827	554,220	554,220	554,220	2,622,141	Personnel
Consultants	352,500	146,250	22,500	298,300	74,300	48,300	942,150	Consultants
Supplies	16,581	16,581	16,581	16,581	16,581	16,581	99,486	Supplies
Travel	99,938	9,638	9,638	10,301	10,301	10,301	150,117	Travel
Other Expenses	475,393	85,643	149,393	546,266	51,606	81,607	1,389,908	Other Expenses
Subawards		151,707	253,145		361,597		766,449	Subawards
Subdeliverables 3.4.3.3 - 3.4.3.6 (below)						389,474	389,474	Subdeliverables 3.4.3.3 - 3.4.3.6 (below)
<b>Subtotal Direct Costs</b>	<b>1,264,239</b>	<b>729,646</b>	<b>771,084</b>	<b>1,425,668</b>	<b>1,068,605</b>	<b>1,100,483</b>	<b>6,359,725</b>	<b>Subtotal Direct Costs</b>
<b>Total Indirect Costs</b>	<b>189,636</b>	<b>109,447</b>	<b>115,663</b>	<b>213,850</b>	<b>160,291</b>	<b>165,072</b>	<b>953,959</b>	<b>Total Indirect Costs</b>
<b>Total Costs</b>	<b>1,453,875</b>	<b>839,093</b>	<b>886,747</b>	<b>1,639,518</b>	<b>1,228,896</b>	<b>1,265,555</b>	<b>7,313,684</b>	<b>Total Costs</b>

**Exhibit A**  
**B.3 Public Mental Health Partnership (PMHP)**

<b>INCLUDES COST BREAKDOWNS FOR THE FOLLOWING SUB-DELIVERABLES:</b>			
		<b>Direct Cost</b>	<b>Indirect Direct Total</b>
3.4.3.3	UCLA Extension Course (Freese)	41,700	6,255 47,955
3.4.3.4	Training & Consult for Older Adult Population (Kaufman)_	30,000	4,500 34,500
3.4.3.5	Faculty Coaching & Consultation (Strouse)	57,600	8,640 66,240
3.4.3.6	AOT Evaluation (Braslow)	260,174	39,026 299,200
		<b>389,474</b>	<b>58,421</b> <b>447,895</b>

PMHP (Bromley)	5,970,251	895,538	6,865,789
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**3.4.3.3 UCLA Extension Course: Includes the tuition cost for 60 Substance Abuse Counselors to attend an 11-week course, not to exceed \$47,955**

Rate Per Student	Quantity	Total Allocation
\$695 + overhead @ 15%	60	\$41,700

**3.4.3.4 Training and Consultation for Older Adult Population: For services described in this section, DMH shall pay to Contractor an amount not to exceed \$34,500 annually in accordance with the rates set below:**

SERVICE	RATE
A. Curriculum and Training Development and Coordination	\$200 Per Hour + overhead @ 15%
▪ Identify/recruit UCLA faculty to train and consultant	
▪ Develop clinical training curricula	
▪ Research best practice strategies	
▪ Other training related activities	
B. Consultation Sessions	\$500 Per Session+ overhead @ 15%
C. Didactic Trainings	\$800 Per Training+ overhead @ 15%
D. OACT MD/Journal Clubs	\$800 Per Session+ overhead @ 15%
E. OACT MD Seminars	\$1000 Per Seminar+ overhead @ 15%

**3.4.3.5 Faculty Coaching & Consultation: For services described in this section, DMH shall pay Contractor an amount not to exceed \$66,240 annually in accordance with the rates set forth below:**

SERVICE	RATE
Supervision (2-4 hours)	\$600/session + overhead @ 15%
Consultation & Coaching	\$600 per hour + overhead @ 15%
Half-day didactic training	\$2,000 + overhead @ 15%
Full-day didactic training	\$4,000 + overhead @ 15%

**Exhibit A**  
**B.3 Public Mental Health Partnership (PMHP)**

**3.4.3.6 Qualitative Data Collection & Analysis FY 2019-20, only For services described in this section, DMH shall pay to Contractor an amount not to exceed \$299,200 in accordance with the rates set below:**

<b>Planning and Data Collection Phase</b>	<b>Number of Units</b>	<b>Cost Per Unit</b>	<b>Total Cost</b> (per unit quantity, including placement fees and overhead expenses)
Research Proposal for HSRC Renewal	1	\$2,700	\$2,700
<b>Analysis and Reporting Phase</b>	<b>Number of Units</b>	<b>Cost Per Unit</b>	<b>Total Cost</b> (per unit quantity, including placement fees and overhead expenses)
Quarterly Report	3	\$73,500	\$220,500
Comprehensive Final Report Draft	1	\$25,500	\$25,500
Comprehensive Final Report	1	\$50,500	\$50,500

**ADMINISTRATION OF CONTRACT/SOW**

**PRINCIPAL INVESTIGATOR (PI)**

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**PI DESIGNATED ALTERNATE**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
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**DMH PROGRAM LEAD**

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**BILINGUAL AND SPANISH INTERDISCIPLINARY  
CLINICAL TRAINING (BASIC-T)**

**STATEMENT OF WORK**

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## **1.0 SCOPE OF WORK**

UCLA's Hispanic Neuropsychiatric Center of Excellence (HNCE) will partner with Los Angeles County (LAC) Department of Mental Health (DMH), to develop a two-pronged implementation strategy, i.e. a Pipeline Program and a Continuing Education Program, that will address the assessment needs of LAC and, thereby, directly address the goals of the Cultural Competency Committee (CCC) concomitantly. Specifically, this two-pronged approach aims to build a pipeline of culturally and linguistically proficient providers and to educate and train staff to meet the needs of the increasingly diverse population of LACDMH by developing a continuing education program geared toward assessment needs of this population that can be immediately deployed to current LACDMH staff.

While LAC includes a diverse Latina/o population, there is a significant lack of appropriately trained bilingual and bicultural professionals who can meet the specific mental health needs of this community. This often means that many Latina/os do not receive the same standard of care with regard to neuropsychological assessment that is available to other community members. The end result is that interventions geared toward delaying further neurocognitive decline is significantly delayed.

With this in mind, in 2018 the Hispanic Neuropsychiatric Center of Excellence (HNCE) addressed the issue with the creation of a program aimed directly at providing bilingual and culturally responsive clinical assessment and intervention services for Spanish-monolingual and Spanish-English bilingual patients. Concurrently, the HNCE aims to develop trainings and train incoming clinicians and researchers, in order to ensure that the need for clinical neuropsychological services in the Latina/o community within LAC is addressed.

## **2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS**

2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

## **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

#### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

##### **4.1 Scheduled Meetings**

4.1.1 Contractor is required to attend a scheduled meeting as needed.

4.1.2 Monthly meetings with the committee geared toward facilitating cultural and organizational change to shift current perceptions regarding the role of assessment by psychologists within LACDMH, and more concretely by designing scalable assessment protocols and pathways for the different populations LACDMH serves.

##### **4.2 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### **5.0 DEFINITIONS**

**Cultural Competency Committee (CCC)** The Cultural Competency Committee (CCC) was elevated to Committee status in May 2010 after the State DMH specified it as a cultural competence plan requirement. The overarching goal of the CCC is to promote cultural awareness and sensitivity in The Department's response to the needs of diverse and underserved populations. It is comprised by DMH staff, contracted providers and consumers who are interested in seeing the Department make further progress in the provision of culturally and linguistically competent services.

**HNCE's Cultural Neuropsychology Program (CNP) and Spanish-Speaking Psychosocial Clinic (SSPC)** clinical programs that provide a broad spectrum of integrated clinical services, including psychiatric evaluation, psychotherapy, pharmacotherapy, and neuropsychological assessment for individuals with a variety of medical, neuropsychiatric, and developmental conditions that impact cognition and daily functioning across the lifespan (pediatric, adult, & geriatric).

**Bilingual and Spanish Interdisciplinary Training Program (BASIC-T)** will foster culturally and linguistically responsive workforce development by introducing cultural neuropsychology into the LACDMH workforce as a form of disruptive innovation to incorporate more specialized assessment practices and deployment of targeted evidence-based treatments within an integrated model that coordinates neuropsychological assessment and social work services.

**BASIC-T Pipeline Program**-will focus on building a pipeline of culturally and linguistically proficient providers through mainstream postdoctoral training in

neuropsychology, postgraduate training in social work, and potentially residency training in psychiatry that incorporates bilingualism and a focus on health disparities.

**BASIC-T Continuing Education Program-** will provide ongoing training experiences for current LACDMH providers that will help to revitalize their clinical specialties and build greater specialized assessment capacity in the already diverse LACDMH workforce.

**Resilience Building Check-in (RBC)-** will provide collective training that includes processing the emotional impact of working with historically underrepresented and marginalized patient populations, as well as, building competence in the importance of self-care and network building as long-term adaptive coping strategies. In sum, participating in RBCs will affirm that building resilience is as important as any other form of professional competence, thereby insuring long-term sustainability in meeting the future needs of the exponentially growing multilingual Latina/o patient population.

**UCLA Hispanic Neuropsychiatric Center of Excellence (HNCE)** The Center addresses issues of mental health equity and expands the cadre of highly-trained mental health professionals equipped to provide excellent services to culturally diverse, Spanish-speaking and bilingual/English-speaking persons and their families. As such, the HNCE offers integrative training for psychiatric residents, psychology and neuropsychology interns and post-doctoral fellows, and social work interns

**Cultural Competence Plan (CCPR)** The Cultural Competence Plan Requirements (CCPR) establish new standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. Contractor will assist DMH in meeting its goal.

## **6.0 RESPONSIBILITIES**

The County's and Contractor's responsibilities are as follows:

### **COUNTY**

#### **6.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 DMH Program Lead: DMH employee responsible for the requirements and services as outlined in this SOW as designated in Exhibit A (B.4 BASIC-T) Attachment 1 – ADMINISTRATION OF CONTRACT/SOW.

- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

## **CONTRACTOR**

### **6.2 Principal Investigator**

- 6.2.1 Contractor shall provide a full-time Principal Investigator (PI) or designated alternate. County must have access to the PI during business hours. Contractor shall provide a telephone number where the PI may be reached on an 8 am to 5 pm weekday hour per day basis.
- 6.2.2 PI shall act as a central point of contact with the County regarding the services to be provided, program components, and deliverables outlined in this SOW.
- 6.2.3 PI/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of this SOW. PI/alternate shall be able to effectively communicate, in English, both orally and in writing.

### **6.3 Trainers**

- 6.3.1 Contractor shall assign a sufficient number of trainers to provide the scope of services outlined in this SOW. Contractor will not utilize any trainers which DMH, in its sole discretion, asks to be removed or excluded from providing services under this Contract.
- 6.3.2 All services by trainers under the Contract will be provided in accordance with the policies and procedures of the DMH Program in which they are rendered.
- 6.3.3 Contractor will be solely responsible for compensating (including benefits, pensions and employment related taxes), if appropriate, Contractor trainers, University Faculty and/or staff for services provided under this SOW.
- 6.3.4 Contractor trainers and staff shall become volunteers, and must cooperate with DMH's processes for achieving this status. The Parties acknowledge and agree that this volunteer status is not intended to, nor will it, affect any UCLA Faculty Member's University employment or faculty appointment status.
- 6.3.5 When requested by DMH, participate in DMH quality improvement programs.

6.3.6 While present at the DMH Program sites, Contractor trainers and staff will comply with the policies and procedures of the DMH Programs.

6.3.7 Contractor shall be required to background check their employees, consultants and contracted staff as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

#### **6.4 Identification while in DMH Facilities**

6.4.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor’s Staff Identification, of the Contract.

#### **6.5 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

### **7.0 SERVICES TO BE PROVIDED**

The Bilingual and Spanish Interdisciplinary Training Program (BASIC-T) will foster culturally and linguistically responsive workforce development by introducing cultural neuropsychology into the LACDMH workforce as a form of disruptive innovation to incorporate more specialized assessment practices and deployment of targeted evidence-based treatments within an integrated model that coordinates neuropsychological assessment and social work services.

BASIC-T will accomplish these goals with a two-tiered strategy that: 1) focuses on building a pipeline of culturally and linguistically proficient providers through mainstream postdoctoral training in neuropsychology, postgraduate training in social work, and potentially residency training in psychiatry that incorporates bilingualism and a focus on health disparities (BASIC-T Pipeline Program); and 2) ongoing training experiences for current LACDMH contract providers’ staff and LACDMH employees that will help to revitalize the clinical specialties and build greater specialized assessment capacity in its already diverse workforce (BASIC-T Continuing Education Program).

#### **7.1 BASIC-T Pipeline Program**

The focus of the educational pipeline program will be to train professionals through traditional means which incorporate a bilingual and bicultural model of practice throughout all training experiences. This integrated approach ensures that trainees develop parallel expertise in the evidence-based skillset of their particular discipline while concomitantly developing unique cultural competence and humility. This will be applied within a framework focused on achieving excellence that sets a new standard of care for working with the diverse Latino population. Ultimately, the BASIC-T Pipeline Program will develop a new cadre

of professionals to be introduced into the LACDMH workforce capable of expanding services beyond their current capacity.

Through transdisciplinary colloquium an interdisciplinary didactic curriculum focused on cultural competency and humility will be developed that engages neuropsychology, social work, and psychiatry trainees all together to facilitate ongoing teambuilding and a culture of shared responsibility and support.

### 7.1.1 Neuropsychology

7.1.1.1 Postdoctoral Fellows As a postdoctoral discipline, clinical neuropsychology requires a rigorous program of didactic and clinical practicum training that is well established by the American Academy of Clinical Neuropsychology. The BASIC-T Pipeline Program will further this training by explicitly focusing on the provision of culturally and linguistically responsive assessment services to the diverse LACDMH population. Hands on training in clinical service delivery through neuropsychological assessment will be complimented by an evidence-based didactic curriculum. The end goal is for these uniquely trained postdoctoral fellows (at least two Fellows) to then be deployed within the LACDMH workforce to build capacity in neuropsychological assessment for LACDMH. It is our intention to secure at least a 2-year commitment with LACDMH once their training is completed, thereby ensuring a steady stream pipeline of these much needed providers.

7.1.1.2 Early Entry Neuropsychologists The Early Entry Neuropsychology arm of the BASIC-T Pipeline Program will train one (1) neuropsychologist, who will simultaneously be providing supervision of the neuropsychology postdoctoral fellows, with the skillset necessary to develop and deploy a bilingual assessment service tailored by the unique needs of a particular community (i.e., different districts within LACDMH).

7.1.2 Social Workers (two MSW trainees): Mentored experience for early entry MSWs to accumulate hours for licensure will follow a similar model to that described above. A particular focus on developing a greater understanding of the unique neurobehavioral needs of bilingual patients served by neuropsychologists will be emphasized. The pairing of high-level assessment with targeted treatment planning and evidence-based implementation strategies will drive further coordinated workforce development for LACDMH capacity.

7.1.3 Psychiatry Residents In the subsequent cycle, a bilingual rotation in UCLA's Psychiatry Residency will be pursued to potentially expose current psychiatry residents to an integrated model of care that consistently incorporates targeted neuropsychological assessment for diagnostic clarification and targeted behavioral intervention through social work. Early exposure of bilingual psychiatry residents to the LACDMH



population within the broader framework of the HNCE will help to foster a more direct pipeline for bilingual psychiatrists into the LACDMH workforce. A bilingual rotation in UCLA's Psychiatry Residency will be pursued in the future to potentially expose current psychiatry residents to an integrated model of care that consistently incorporates targeted neuropsychological assessment for diagnostic clarification and targeted behavioral intervention through social work. Early exposure of bilingual psychiatry residents to the LACDMH population within the broader framework of the HNCE will help to foster a more direct pipeline for bilingual psychiatrists into the LACDMH workforce.

## **7.2 BASIC-T Continuing Education Program**

The focus of the second arm of the program will be to build greater capacity and expertise in evidence-based neurocognitive and psychodiagnostic assessment practices within the current LACDMH workforce through ongoing educational program and mentored supervision.

### **7.2.1 Consultation**

7.2.1.1 Following consultation with LACDMH's Chief of Psychology and the committee co-chairs, will assist to develop a phased triage and clinical assessment pathway to be strategically deployed throughout LACDMH.

### **7.2.2 Curriculum Development and Adaptation**

7.2.2.1 Following an initial needs assessment to gauge LACDMH staff capacity for conducting linguistic and culturally competent assessments, a training menu with unique learning opportunities focused on the intersection of cultural and linguistic competency with a specific foundational knowledge base in assessment would be developed. The following sample menu included are potential trainings, but not limited to the following:

#### **7.2.2.2 Trainings**

7.2.2.2.1 Structural Competency in Clinical Neuropsychology

7.2.2.2.2 Bilingual Assessment Paradigms

7.2.2.2.3 Cultural Neuroscience

7.2.2.2.4 Socially Responsible Neuropsychology (& Medicine)

7.2.2.2.5 Geriatric Assessment of Limited English Proficiency Older Adults

7.2.2.2.6 The Role of Literacy and Quality of Education in  
Neurocognitive Assessment

7.2.3 Peer Consultation

7.2.3.1 In addition to more programmatic educational offerings to further develop assessment skills through traditional didactic means, one-on-one peer consultations provided by experienced bilingual neuropsychologists would be made available to current LACDMH staff.

7.2.3.2 These consultations would assist with navigating complex clinical encounters, assistance with differential diagnosis, and creating individually-tailored enrichment opportunities for furthering skillset within assessment and cultural/linguistic competence in working with the Latino population.

7.2.4 Monthly Resilience Building Check-in (RBC) Open Dialogue Forum

7.2.4.1 The RBC Open Dialogue Forum will form an integral part of training and will include processing the emotional impact that working with historically underrepresented and marginalized patient populations might bring, as well as, the importance of self-care and network building as long-term coping strategies. In sum, this activity will affirm that building resilience is as important as any other form of professional competence, in order to ensure long-term sustainability in meeting the future needs of the exponentially growing multilingual Latina/o patient population.

7.2.5 On-site Consultation

7.2.5.1 Development of Bilingual Assessment Service Direct consultation with each of the eight (8) district offices will be provided to assess the overall need and potential impact of integrated assessment services in helping to triage LACDMH patients and assist with delivering more targeted interventions to maximize positive outcomes. An initial needs assessment will identify assets in current staff as they pertain to building infrastructure for assessment, as well as the need for phased recruitment and ongoing expansion of the necessary skillset to engender a sustainable assessment service. Consultation will also be provided with regard to necessary instrumentation spanning from initial screening to comprehensive assessment.

7.2.6 Annual Latino Mental Health Conference

7.2.6.1 Develop programming and list of potential renowned speakers to present on assessment and intervention topics of particular import to the LACDMH Community. The conference will

engage both in-house and contracted providers from all eight districts in a centralized conference space that is interdisciplinary and infused with cultural and linguistic focused training throughout.

## **8. OBJECTIVES**

- 8.1 The timeline below depicts targeted timeframes for the key activities:
  - 8.1.1 Neuropsychological Assessments will be completed on a projected total of 96 clients annually.
  - 8.1.2 Weekly supervision provided to all trainees (5 trainees)
  - 8.1.3 Coordination of the annual Latino Mental Health Training Symposium (150 attendees)
  - 8.1.4 Coordination and planning of Annual Retreat (50 attendees)
  - 8.1.5 Conduct a Needs Assessment to identify training needs and gaps in service delivery
  - 8.1.6 Training of DMH staff and contract providers

Year 1: July 01, 2019 to June 30, 2020												
Activities	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
<b>Work-Force Pipeline Program</b>												
Form/Convene Steering Committee & Key Stakeholders from UCLA, DMH, and Community members												
Identify and hire program coordinator												
Meet with current DMH staff to assess their perceived needs for BASIC-T												
Meet with DMH staff to assess their ongoing needs												
Identify, hire, and onboard staff psychologist												
Identify and hire neuropsychology postdocs												
Identify, hire, and onboard LCSW faculty supervisor												
Identify and hire early entry social workers												
Train in-house staff across disciplines												
Develop triage process to identify DMH clients that will undergo neuropsychological assessments												
Establish protocol for the provision of neuropsychological assessments for DMH												
Provide neuropsychological assessments for DMH												
<b>Continuing Education Program</b>												
Needs assessment with Education and Program Directors for potential training topics and target audience												
Consultation with DMH's Assessment Workgroup committee												
Develop program evaluation for continuing education program materials												
Once audience and target audience is identified, quarterly half-day trainings												
Assessment clinic Setup Workshops												
Onsite visits to assessment centers with rotations through centers												
Resilience Building Open Dialogues												
Peer Consultation												
Evaluation of first year of the continuing education program												

Projected Year 2: July 01, 2020 to June 30, 2021 (if funded)												
Activities	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
<b>Workforce Pipeline Program</b>												
Provide neuropsychological assessments for DMH												
Ongoing training for neuropsychology trainees												
Identify and hire early entry social workers												
<b>Continuing Education Program</b>												
Consultation with DMH's Assessment Workgroup committee												
Quarterly half-day trainings: audience and topic TBD												
Onsite visits to assessment centers with rotations through centers												
Resilience Building Open Dialogues												
Peer Consultation												
Evaluation of second year of the continuing education program												

Projected Year 3: July 01, 2021 to June 30, 2022 (if funded)												
Activities	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
<b>Workforce Pipeline Program</b>												
Provide neuropsychological assessments for DMH												
Meet with DMH staff to assess their ongoing needs												
Train the first postdoctoral class to be deployed into the DMH workforce as bilingual providers												
Identify and hire neuropsychology postdocs												
Identify and hire early entry social workers												
As necessary, continue to provide consultation to the BASIC-T graduated neuropsychologists												
<b>Continuing Education Program</b>												
Consultation with DMH's Assessment Workgroup committee												
Quarterly half-day trainings: audience and topic TBD												
Onsite visits to assessment centers with rotations through centers												
Resilience Building Open Dialogues												
On-Call Cultural/Linguistic Consultation												
Evaluation of third year of the continuing education program												

**9.0 GREEN INITIATIVES**

- 9.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 9.2 Contractor shall notify County Contract Project Monitor of Contractor’s new green initiatives prior to the contract commencement.

**10.0 MONITORING OF SERVICES**

- 10.1 Contractor to provide to DMH:
  - 10.1.1 Data regarding the number of trainings provided and number of trainees funded annually.

**Exhibit A**  
**B.4 BASIC - T**

- 10.1.2 Copies of reports which include recommendations for implementation in DMH.
- 10.1.3 Copies of educational materials from trainers, for the purposes of Continuing Education Units (CEU) and Continuing Medical Education (CME)

**11.0 FUNDING/FEE SCHEDULE**

11.1 For the services outlined in this SOW, DMH shall pay contractor in an amount not to exceed \$1,480,976, annually, in accordance with the following:

<b>Category</b>	<b>Rate/Allocation</b>
Trainees	\$318,798
UCLA Faculty/Personnel	\$807,389
Other direct costs: cost reimbursement for program supplies, computers, equipment, Neuropsych assessments, printing and copy maintenance etc.	\$50,900
General, Automobile, and Employment Practices Liability	\$7,866
Technology Infrastructure Fee	\$4,852
Travel to Annual Professional Meetings: cost per trip for two neuropsychology trainees, only.	\$3,000(\$1,500/trip)
Symposium Speaker Travel: covers the cost of travel expenses only, per speaker.	\$3,100 (\$1,550 / speaker)
Consultant Services: hourly rate may vary and must be submitted in writing to DMH in advance of services being provided.	\$50,000
BASIC-T Annual Retreat	\$10,000
Annual Latino Mental Health Training Symposium	\$31,900
Indirect Costs: 15% of co total costs	\$193,171
<b>Annual Total:</b>	<b>\$1,480,976</b>

## ADMINISTRATION OF CONTRACT/SOW

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### DMH PROGRAM LEAD

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# RESEARCH & EVALUATION

## STATEMENT OF WORK

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**1.0 SCOPE OF WORK**

1.1 Contractor and DMH will partner to improve access to and effectiveness of client-centered, culturally competent mental health services in Los Angeles County through investigation of the clinical, socio-cultural, and operational factors that shape policies and practices in public mental health. Through projects involving the application of rigorous, state-of-the-art research methodologies for examination of key Departmental service designs; this Program is designed to generate results that can be feasibly and effectively implemented to improve the quality of public mental health care in Los Angeles County. The program builds upon two decades of strong collaboration between the Los Angeles County Department of Mental Health (DMH) and the University of California, Los Angeles (UCLA) to produce clinically relevant research projects that improve care in the Los Angeles County public mental health system.

**2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS**

2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

**3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

**4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 8.0, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting.

4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time

during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **5.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **6.1 DMH Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract-County Specific Duties will include:

- 5.1.1 DMH Program Lead: DMH employee responsible for the requirements and services as outlined in this SOW as designated in Exhibit A (C. Research & Evaluation) Attachment 1 – ADMINISTRATION OF CONTRACT/SOW
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

### **CONTRACTOR**

#### **5.2 Principal Investigator**

- 5.2.1 Contractor shall provide a full-time Principal Investigator (PI) or designated alternate. County must have access to the PI during business hours, Contractor shall provide a telephone number where the Principal investigator may be reached on an eight (8) hour per day basis.
- 5.2.2 PI shall act as a central point of contact with the County regarding the services to be provided, program components, and deliverables outlined in this SOW.
- 5.2.4 PI/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of this SOW. PI/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 5.2.5 Contractor shall be required to background check their employees, consultants and contracted staff as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

#### **5.3 Identification while in DMH Facilities**

- 5.3.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 Contractor's Staff Identification, of the Contract.

**5.4 Materials, Equipment and Space**

5.4.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

**6.0 DESCRIPTION OF SERVICES:**

**6.1** Contractor shall execute research and evaluation projects, as requested by DMH, and for each proposed project, Contractor shall include for review and approval by the JMHOc the following:

- Research Question(s)
- Objectives
- Design
- Method for data collection
- Proposed Budget
- Deliverables and timeline

**6.2** Contractor shall supply the following to the JMHOc for the term of each approved project:

- Quarterly progress reports
- One Final report

**6.3** Contractor shall be responsible for obtaining approval from DMH's Human Subjects Research Committee prior to the commencement of any research or evaluation project involving the use of DMH client data.

6.3.1 Contractor shall comply with all HSRC requirements for monitoring and continuing review throughout the term of the HSRC approved project.

**7.0 GREEN INITIATIVES**

7.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

7.2 Contractor shall notify County Contract Project Monitor of Contractor's new green initiatives prior to the contract commencement.

**8.0 MONITORING**

8.1 Contractor will provide DMH with:

8.1.1 Quarterly Progress Reports and Final Report

8.1.2 A record of approval from DMH's HSRC, if required

- 8.1.3 A record of all adverse research events, any corrective actions taken, and a timeline of the corrective action, if any. This procedure shall comply with the requirements of the HSRC.
- 8.1.4 Invoices and documentation, which support that, the Contractor stayed within the financial allocation.

**9.0 FUNDING**

9.1 For the services described in this SOW (i.e. all JMHOOC approved projects) the total annual funding amount shall not exceed \$1,000,000.

9.2 Subsequent to the approval of each project plan, Contractor may request approval from DMH, for tasks that are not completed within any given fiscal year, to complete those deliverables and tasks in subsequent fiscal years and DMH may roll over the funds associated with the completion of such deliverables and tasks. The roll-over of funds is subject to funding availability and may require an Amendment.

**ADMINISTRATION OF CONTRACT/SOW**

**PRINCIPAL INVESTIGATOR (PI)**

Name: Joel Braslow, MD, PhD.  
Title: Professor, Psychiatry and Biobehavioral Sciences  
Address: UCLA Psychiatry and Biobehavioral Sciences  
Box 951759 CHS 33-251  
Los Angeles, Ca 90095-1759  
Telephone: 310-794-2930  
Facsimile: \_\_\_\_\_  
E-Mail Address: [jbraslow@ucla.edu](mailto:jbraslow@ucla.edu)

**PI DESIGNATED ALTERNATE**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**DMH PROGRAM LEAD**

Name: James Jones, M.D.  
Title: Associate Medical Director  
Address: 550 S. Vermont Ave. 10<sup>th</sup> Floor Los Angeles CA 90020  
Telephone: (213) 738-4600  
Facsimile: (213) 738-4646  
E-Mail Address: [JaJones@dmh.lacounty.gov](mailto:JaJones@dmh.lacounty.gov)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

# TECHNOLOGY & INNOVATION

## STATEMENT OF WORK



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**1.0 SCOPE OF WORK**

The Contractor will focus on projects that are both innovative, i.e. novel and creative, mental health approaches or practices that contribute to learning and may also have a technological component or an innovative technological solution. These projects seek to use technology to enhance client care, improve access to mental health services and mental health outcomes by providing more convenient and secure modes of treatment. This is especially beneficial for those clients who mobility is difficult and who may otherwise not seek and receive treatment.

**2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS**

2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

**3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

**4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 8.0, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting.

4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

**5.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

**COUNTY**

**5.1 DMH Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract-County Specific Duties will include:

- 5.1.1 DMH Program Lead: DMH employee responsible for the requirements and services as outlined in this SOW as designated in Exhibit A (D. Technology & Innovation) Attachment 1 – ADMINISTRATION OF CONTRACT/SOW
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

**CONTRACTOR**

**5.2 Principal Investigator**

- 5.2.1 Contractor shall provide a full-time Principal Investigator (PI) or designated alternate. County must have access to the PI during business hours, Contractor shall provide a telephone number where the Principal investigator may be reached on an eight (8) hour per day basis.
- 5.2.2 PI shall act as a central point of contact with the County regarding the services to be provided, program components, and deliverables outlined in this SOW.
- 5.2.4 PI/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of this SOW. PI/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 5.2.5 Contractor shall be required to background check their employees, consultants and contracted staff as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

**5.3 Information Technology Staff**

- 5.3.1 Contractor shall provide sufficient staff with the knowledge and expertise in Information Technology to identify, test, and maintain all technological solutions and to train DMH staff and clients in use of said technological solutions under this SOW.

**5.4 Identification while in DMH Facilities**

5.4.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 Contractor's Staff Identification, of the Contract.

**5.5 Materials, Equipment and Space**

5.5.1 Contractor's purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

5.5.1.1 This excludes the costs of technological platforms and applications, including such equipment (e.g. cellular, tablets or lap tops) provided to clients or DMH staff for the purposes of implementing a project under this SOW. Such cost are allowable expenses under this SOW.

5.5.1.2 Contractor shall be solely responsible for the maintenance of any technological solutions for the entire term of this Contract. Should DMH continue use of such Solutions beyond the term of this Contract, Contractor shall cooperate with DMH to determine a mutually agreed upon timeframe for transition of maintenance from Contractor to County.

**6.0 GREEN INITIATIVES**

6.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

6.2 Contractor shall notify County Contract Project Monitor of Contractor's new green initiatives prior to the contract commencement.

**7.0 MONITORING**

7.1 Contractor will provide DMH with:

7.1.1 Quarterly Progress Reports and Final Report

7.1.2 Invoices and documentation, which support that, the Contractor stayed within the financial allocation.

**8.0 PRIVACY AND ELECTRONIC SECURITY**

8.1 Contractor shall comply with applicable federal and State laws as they apply to Protected Health Information, Individually Identifiable Health Information, Personally Identifiable Information, and electronic information security.

8.2 Contractor shall work cooperatively with LACDMH Information Technology

Services staff, including DMH Security Officer and Privacy Officer, to obtain approval of any technological solutions prior to implementation.

**9.0 OWNERSHIP OF DATA**

9.1 All data and other data arising from implementation of this SOW shall solely be the property of County. Contractor shall not be allowed to sell such data in any form, to any third party.

**10.0 FUNDING**

10.1 For the services described in this SOW (i.e. all JMHOC approved projects) the total annual funding amount shall not exceed \$1,000,000.

10.2 Subsequent to the approval of each project plan, Contractor may request approval from DMH, for tasks that are not completed within any given fiscal year, to complete those deliverables and tasks in subsequent fiscal years and DMH may roll over the funds associated with the completion of such deliverables and tasks. The roll-over of funds is subject to funding availability and may require an Amendment.

**ADMINISTRATION OF CONTRACT/SOW**

**PRINCIPAL INVESTIGATOR (PI)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**PI DESIGNATED ALTERNATE**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**DMH PROGRAM LEAD**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
DMH/UCLA COLLABORATIVE CONTRACT  
FUNDING SUMMARY  
FISCAL YEARS 2019-20, 2020-21, 2021-22, 2022-23, 2023-24**

**EXHIBIT B**

<b>FISCAL YEAR 2019-20</b>					
<b>FUNDING</b>	<b>General Clinical Education</b>	<b>Training &amp; Technical Services</b>	<b>Research &amp; Evaluation</b>	<b>Technology &amp; Innovation</b>	
DMH Mental Health Services Non-MC (CGF)	\$ 116,000				\$ 116,000
MHSA Workforce Education and Training (WET)	\$ 330,795	\$ 8,794,660		\$ 1,000,000	\$ 10,125,455
MHSA Prevention & Early Intervention Non-MC (PEI)		\$ 10,122,590			\$ 10,122,590
MHSA Recovery, Resiliency, & Reintegration Services Non-MC (CSS/RRR)		\$ 180,000	\$ 1,000,000		\$ 1,180,000
Department of Health Services (DHS)		\$ 50,000			\$ 50,000
Department of Public Health (DPH)		\$ 50,000			\$ 50,000
<b>TOTAL</b>	<b>\$ 446,795</b>	<b>\$ 19,197,250</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ 21,644,045</b>

<b>FISCAL YEAR 2020-21</b>					
<b>FUNDING</b>	<b>General Clinical Education</b>	<b>Training &amp; Technical Services</b>	<b>Research &amp; Evaluation</b>	<b>Technology &amp; Innovation</b>	
DMH Mental Health Services Non-MC (CGF)	\$ 116,000				\$ 116,000
MHSA Workforce Education and Training (WET)	\$ 330,795	\$ 8,794,660		\$ 1,000,000	\$ 10,125,455
MHSA Prevention & Early Intervention Non-MC (PEI)		\$ 10,122,590			\$ 10,122,590
MHSA Recovery, Resiliency, & Reintegration Services Non-MC (CSS/RRR)		\$ 180,000	\$ 1,000,000		\$ 1,180,000
Department of Health Services (DHS)		\$ 50,000			\$ 50,000
Department of Public Health (DPH)		\$ 50,000			\$ 50,000
<b>TOTAL</b>	<b>\$ 446,795</b>	<b>\$ 19,197,250</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ 21,644,045</b>

<b>FISCAL YEAR 2021-22</b>					
<b>FUNDING</b>	<b>General Clinical Education</b>	<b>Training &amp; Technical Services</b>	<b>Research &amp; Evaluation</b>	<b>Technology &amp; Innovation</b>	
DMH Mental Health Services Non-MC (CGF)	\$ 116,000				\$ 116,000
MHSA Workforce Education and Training (WET)	\$ 330,795	\$ 8,794,660		\$ 1,000,000	\$ 10,125,455
MHSA Prevention & Early Intervention Non-MC (PEI)		\$ 10,122,590			\$ 10,122,590
MHSA Recovery, Resiliency, & Reintegration Services Non-MC (CSS/RRR)		\$ 180,000	\$ 1,000,000		\$ 1,180,000
Department of Health Services (DHS)		\$ 50,000			\$ 50,000
Department of Public Health (DPH)		\$ 50,000			\$ 50,000
<b>TOTAL</b>	<b>\$ 446,795</b>	<b>\$ 19,197,250</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ 21,644,045</b>

<b>FISCAL YEAR 2022-23</b>					
<b>FUNDING</b>	<b>General Clinical Education</b>	<b>Training &amp; Technical Services</b>	<b>Research &amp; Evaluation</b>	<b>Technology &amp; Innovation</b>	
DMH Mental Health Services Non-MC (CGF)	\$ 116,000				\$ 116,000
MHSA Workforce Education and Training (WET)	\$ 330,795	\$ 8,794,660		\$ 1,000,000	\$ 10,125,455
MHSA Prevention & Early Intervention Non-MC (PEI)		\$ 10,122,590			\$ 10,122,590
MHSA Recovery, Resiliency, & Reintegration Services Non-MC (CSS/RRR)		\$ 180,000	\$ 1,000,000		\$ 1,180,000
Department of Health Services (DHS)		\$ 50,000			\$ 50,000
Department of Public Health (DPH)		\$ 50,000			\$ 50,000
<b>TOTAL</b>	<b>\$ 446,795</b>	<b>\$ 19,197,250</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ 21,644,045</b>

<b>FISCAL YEAR 2023-24</b>					
<b>FUNDING</b>	<b>General Clinical Education</b>	<b>Training &amp; Technical Services</b>	<b>Research &amp; Evaluation</b>	<b>Technology &amp; Innovation</b>	
DMH Mental Health Services Non-MC (CGF)	\$ 116,000				\$ 116,000
MHSA Workforce Education and Training (WET)	\$ 330,795	\$ 8,794,660		\$ 1,000,000	\$ 10,125,455
MHSA Prevention & Early Intervention Non-MC (PEI)		\$ 10,122,590			\$ 10,122,590
MHSA Recovery, Resiliency, & Reintegration Services Non-MC (CSS/RRR)		\$ 180,000	\$ 1,000,000		\$ 1,180,000
Department of Health Services (DHS)		\$ 50,000			\$ 50,000
Department of Public Health (DPH)		\$ 50,000			\$ 50,000
<b>TOTAL</b>	<b>\$ 446,795</b>	<b>\$ 19,197,250</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ 21,644,045</b>

## CONTRACTOR'S EEO CERTIFICATION

The Regents of the University of California, on behalf of its Los Angeles campus

Contractor Name

10889 Wilshire Boulevard, Suite 700-29, Los Angeles, CA 90095-1406

Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

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

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Marcia Smith, Associate Vice Chancellor  
Authorized Official's Printed Name and Title

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date



**COUNTY'S ADMINISTRATION**

**CONTRACTOR'S NAME:** The Regents of the University of California, on behalf of its Los Angeles campus

**CONTRACT NO:** MH270001

**DIRECTOR OF MENTAL HEALTH:**

Name: Jonathan E. Sherin, M.D., Ph.D.

Title: Director

Address: 550 S. Vermont Avenue  
Los Angeles, CA., 90020

Telephone: (213) 738-4601

E-Mail Address: Director@dmh.lacounty.gov

**COUNTY'S PROJECT DIRECTOR OR DESIGNEE:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY'S CONTRACT PROJECT MONITOR:**

Name: Anna Bruce

Title: Health Program Analyst III

Address: 550 S. Vermont Avenue  
Los Angeles, CA., 90020

Telephone: (213) 738-2130

E-Mail Address: ABruce@dmh.lacounty.gov

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** The Regents of the University of California, on behalf of its Los Angeles campus

**CONTRACT NO:** MH270001

## CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Marcia L. Smith  
 Title: Associate Vice Chancellor  
 Address: UCLA Research Administration  
10889 Wilshire Blvd., Suite 700  
 Telephone: (310) 206-8459  
 Facsimile: \_\_\_\_\_  
 E-Mail Address: marcia.smith@research.ucla.edu

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

## Notices to Contractor shall be sent to the following:

Name: Anna Lau  
 Title: Contract and Grant Officer  
 Address: Office of Contract and Grant Administration, 10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
 Telephone: 310-794-3511  
 Facsimile: \_\_\_\_\_  
 E-Mail Address: awards@research.ucla.edu

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR: The Regents of the University of California, on behalf of its Los Angeles campus

Contract No.: MH270001

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: Marcia Smith

POSITION: Associate Vice Chancellor

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



## ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH/UCLA Collaborative Contract Paragraph 9.11 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official (Official Name) Marcia Smith  
Please print name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**



- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

## **5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
  - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
  - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
  - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
  - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, [HIPAA@auditor.lacounty.gov](mailto:HIPAA@auditor.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with

Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within three (3) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within three (3) business days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an

electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

## **9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
  - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
  - (c) A brief description of the Protected Health Information Disclosed; and
  - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide

breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

## **14. INDEMNIFICATION**

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, 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, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory

penalties and/or fines), arising from Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California. The aforementioned duty to indemnify and hold harmless shall apply only in proportion to and to the extent of the acts or omissions of the Business Associate, its officers, agents and employees.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment that gives rise to Contractor's status as a Business Associate.

## **15. OBLIGATIONS OF COVERED ENTITY**

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

## **16. TERM**

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

## **17. TERMINATION FOR CAUSE**

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or



ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

## **18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information

other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

The Regents of the University of California, on behalf of its Los Angeles campus

\_\_\_\_\_  
Company Name

10889 Wilshire Boulevard, Suite 700, Los Angeles, California 90095-1406

\_\_\_\_\_  
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

Marcia Smith, Associate Vice Chancellor  
\_\_\_\_\_  
Name and Title of Signer (please print)



**DEPARTMENT OF MENTAL HEALTH**  
*hope. recovery. wellbeing.*

**JONATHAN E. SHERIN, M.D., Ph.D.**  
 Director

**Curley L. Bonds, M.D.**  
 Chief Deputy Director  
 Clinical Operations

**Gregory C. Polk, M.P.A.**  
 Chief Deputy Director  
 Administrative Operations

May 15, 2019

TO: Supervisor Janice Hahn, Chair  
 Supervisor Hilda L. Solis  
 Supervisor Mark Ridley-Thomas  
 Supervisor Sheila Kuehl  
 Supervisor Kathryn Barger

FROM: Jonathan E. Sherin, M.D., Ph.D.  
 Director

SUBJECT: **INTENT TO EXECUTE A SOLE SOURCE COLLABORATIVE CONTRACT  
 WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON  
 BEHALF OF ITS LOS ANGELES CAMPUS**

This is to notify your Board that, in accordance with Board Policy No. 5.100, the Department of Mental Health (DMH) intends to enter into a sole source Collaborative Contract (Contract) with The Regents of the University of California, on behalf of its Los Angeles Campus (UCLA), for academic training and mental health services throughout the County. The annual cost of this contract will be \$21.6 million fully funded by State Mental Health Services Act revenue and Intra-Fund Transfers from Departments of Health Services and Public Health.

**JUSTIFICATION**

On June 11, 2019, DMH will request that your Board approve a sole source contract with UCLA effective July 1, 2019 through June 30, 2024, with two optional extension periods.

Through its long-standing affiliation with DMH, UCLA has developed a deep understanding of the County's mental health system. This deepened understanding permits UCLA the unique opportunity to conduct customized trainings that meet the complex needs of DMH staff and its client population. The Contract will include four overarching Service Components: Education and Training, Training and Technical Services, Research and Evaluation, and Technology and Innovation. Each Service Component is aligned with the shared goals of transferring present-day treatment strategies from academia to the

Each Supervisor  
May 15, 2019  
Page 2

community and a training environment for clinical staff to gain valuable experience in the largest public mental health system in the Country.

UCLA and DMH have collaborated closely since 1978 to enhance the provision of mental health services to DMH clients, develop innovative mental health programs, provide training to DMH employees, and collaboratively sponsor and coordinate other activities that improve community well-being. The collaboration is mutually beneficial and conducive to joint effort and application of state-of-the-art knowledge in psychiatric practice and mental health rehabilitation strategies intended to benefit the residents of Los Angeles County. Over the decades, these activities have been governed through an affiliation agreement. DMH and UCLA now intend to expand the range and scope of their partnership by entering into a sole source contract that will strengthen DMH's ability to deliver excellent care, augment the skills of clinical staff, improve treatment outcomes, and increase client satisfaction.

#### **NOTIFICATION TIMELINE**

Unless otherwise instructed by your Board office within four (4) weeks, DMH will proceed with negotiating the sole source contract. DMH will work closely with both the Office of County Counsel and the Chief Executive Office.

If you have any questions or require additional information, please contact me at (213) 738-4601, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at (213) 738-4023.

JES:ES:SK:rlr

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Gregory Polk  
Edgar Soto  
Kimberly Nall  
Stella Krikorian  
Roberta Lynn Robnett

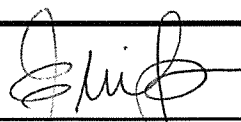
### SOLE SOURCE CHECKLIST

Department Name: Mental Health

New Sole Source Contract

Existing Sole Source Contract      Date Sole Source Contract Approved: n / a

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input checked="" type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



\_\_\_\_\_  
Chief Executive Office

6/5/19

\_\_\_\_\_  
Date



**DEPARTMENT OF MENTAL HEALTH**  
*hope. recovery. wellbeing.*

**JONATHAN E. SHERIN, M.D., Ph.D.**  
 Director

**Curley L. Bonds, M.D.**  
 Chief Deputy Director  
 Clinical Operations

**Gregory C. Polk, M.P.A.**  
 Chief Deputy Director  
 Administrative Operations

May 16, 2019

TO: Supervisor Janice Hahn, Chair  
 Supervisor Hilda L. Solis  
 Supervisor Mark Ridley-Thomas  
 Supervisor Sheila Kuehl  
 Supervisor Kathryn Barger

FROM: Jonathan E. Sherin, M.D., Ph.D.  
 Director

SUBJECT: **INTENT TO REQUEST DELEGATED AUTHORITY FOR  
 A PERCENTAGE INCREASE EXCEEDING TEN PERCENT OF THE  
 ANNUAL TOTAL CONTRACT AMOUNT OF THE SOLE SOURCE  
 COLLABORATIVE CONTRACT WITH THE REGENTS OF THE  
 UNIVERSITY OF CALIFORNIA ON BEHALF OF ITS LOS ANGELES  
 CAMPUS**

In accordance with Los Angeles County Board of Supervisors' (Board) Policy No. 5.120, the Department of Mental Health (DMH) is notifying your Board of our department's intent to request delegated authority for a percentage increase exceeding ten (10) percent of the total contract amount. More specifically, DMH will request delegated authority for a 25 percent increase of the annual total contract amount of the new sole source Collaborative Contract (Contract) with The Regents of the University of California, on behalf of its Los Angeles campus (UCLA), for Fiscal Years (FY) 2019-20 through 2023-24.

**JUSTIFICATION**

On June 11, 2019, DMH will present your Board a letter for approval to execute the new Contract. During the term of the contract, DMH may expand or revise programs to the Contract that may require an increase to the annual total contract amount beyond the customary ten (10) percent authority. Approval of this request will enhance DMH's ability to respond to contracted service needs through its relationship with UCLA. Should there



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May 16, 2019  
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be a need to exceed the 25 percent annual authority, DMH will return to your Board with a request to amend the Contract accordingly.

**NOTIFICATION TIMELINE**

Board Policy No. 5.120 requires departments to provide written notice to your Board, with a copy to the Chief Executive Officer, at least two weeks prior to the Board Meeting at which the request to exceed 10 percent of the total contract amount will be presented. In compliance with this policy, DMH is notifying your Board of our intent to request delegated authority for a percentage increase of up to 25 percent of the total contract amount through a Board Letter to be presented at the June 11, 2019, Board Hearing.

If you have any questions or concerns, please contact me at (213) 738-4601, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at (213) 738-4023.

JES:ES:SK:yy

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Gregory Polk  
Edgar Soto  
Kimberly Nall  
Stella Krikorian  
Roberta Lynn Robnett