



Los Angeles County
DEPARTMENT OF MENTAL HEALTH

July 31, 2018

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 July 31, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

**DELEGATE AUTHORITY TO EXTEND THE SOLE SOURCE TELE-MENTAL HEALTH SERVICES
AGREEMENT WITH THE UNIVERSITY OF SOUTHERN CALIFORNIA FROM SEPTEMBER 1,
2018, THROUGH AUGUST 31, 2019
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request delegated authority to extend the sole source Agreement with the University of Southern California for the provision of tele-mental health services for the period of September 1, 2018, through August 31, 2019.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Mental Health (Director), or his designee, to prepare, sign, and execute an amendment to the sole source Agreement with the University of Southern California (USC) on behalf of its USC Telehealth, substantially similar to Attachment I, to extend the term for one year effective September 1, 2018, through August 31, 2019.
2. Delegate authority to the Director, or his designee, to prepare, sign, and execute amendments to the Agreement to sustain the program throughout the term, provided that sufficient funds are available, including but not limited to: provision of administrative non-material changes; provision of additional/related services; and/or modifications to reflect changes to an existing Statement of Work; federal, State, and County regulatory and/or policy changes, subject to prior review and approved as to form by County Counsel, with notice to the Board and CEO.
3. Delegate authority to the Director, or his designee, to terminate the Agreement in accordance with

the Agreement's termination provisions, including Termination for Convenience, provided the Director notifies your Board and the CEO in writing of such action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 1, 2016 your Board approved the execution of an Agreement with the University of Southern California (USC) to provide tele-mental health services (TMHS) to children and Transition Age Youth (TAY). Extending the Agreement will allow for uninterrupted TMHS to an estimated 300 children and TAY clients during the period of September 1, 2018, through August 31, 2019. Furthermore, it will allow DMH additional time to assess the effectiveness of the program.

Potential program participants who present mild to moderate psychiatric symptoms are referred to the USC TMHS program for intake assessments. If the outcomes of such assessments confirm that potential program participants do not require a higher level of care, they are enrolled in the TMHS program and receive mental health services online via a secure Internet portal maintained by USC. The services are delivered by Licensed Clinical Social Workers (LCSW) and trained/supervised Masters of Social Work (MSW) student interns using the Seeking Safety (SS), Crisis Oriented Recovery Services (CORS), Cognitive Behavioral Therapy (CBT), and Cognitive Behavioral Intervention for Trauma in Schools (CBITS) evidence-based practice (EBP) models. These services are consistent with the MHSA Prevention and Early Intervention (PEI) plan and are funded by MHSA revenue.

Through this early intervention model, children (ages 12 to 15) and TAY (ages 16 to 21) who have experienced or have been witness to traumatic events, such as child sexual abuse, domestic violence, traumatic loss, and/or who are diagnosed with or experiencing difficulty related to symptoms of Post-Traumatic Stress Disorder (PTSD), depression, anxiety, or co-occurring disorders, are provided TMHS to ameliorate the impact of the traumatic events, reduce trauma-related symptoms, increase resilience and increase peer and parental support. Additionally, the tele-mental health service model improves access to mental health services for children and TAY in underserved populations who do not pursue these services due to lack of awareness of available services, access issues such as transportation or mobility limitations, or reluctance due to stigma and/or discrimination.

Initially, TMHS were only available to clients referred by Department of Mental Health (DMH) social workers at the Martin Luther King Jr. (MLK) Hub and other County Medical Hubs. Program staff identified that the tele-mental health model is most effective with older youth and young adults and the agreement was amended effective, August 1, 2017, to allow DMH staff to refer clients at other DMH directly-operated or contracted agencies, including County DCFS offices, TAY drop-in centers, and school districts throughout Los Angeles County. Participation of youth and young adults has increased with expansion to these other locations. Extending the TMHS program will allow an additional year to gather data on the effectiveness of TMHS, especially from the participants referred to the program since August 1, 2017, including those affected by deportation issues, intimate partner violence, and school violence, and allow for in-person mental health services, when appropriate.

Board approval of Recommendation 1 will enable DMH to continue to provide and expand access to mental health services both in person and through video-conferencing technology for children and TAY.

Board approval of Recommendation 2 will allow DMH to amend the Agreement expeditiously to sustain the program throughout the term specified.

Board approval of Recommendation 3 will enable DMH to terminate the Agreement in accordance with the Agreement's termination provisions, including termination for convenience.

Implementation of Strategic Plan Goals

These recommendations support the County's Strategic Plan Goal I, "Make Investments That Transform Lives," specifically Strategy I.2.9, "Support the Long Term Success of Transitional Aged Youth" and Strategic Plan Goal III, "Realize Tomorrow's Government Today," specifically Strategy III.2.2, "Leverage Technology to Increase Visibility of and Access to Services."

FISCAL IMPACT/FINANCING

There is no fiscal impact for this extension of agreement. The Total Contract Amount (TCA) will remain at \$530,323 for the term of the agreement, fully funded by State MSHA revenue.

There is no net County cost impact associated with the recommended action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 25, 2013, in response to a child fatality, your Board approved a motion for the Blue Ribbon Commission (BRC) to address issues of child safety. Beginning in August of 2013, the BRC held 17 meetings and published its Final Report in April 2014. The BRC issued a set of recommendations, including articulating a countywide mission to prioritize and improve child safety. On July 28, 2015, following consultation with Supervisorial District 2 and senior leadership at DMH, DCFS, and the Department of Health Services (DHS), USC submitted a project proposal to DMH aimed at serving children and youth who have come to the attention of the child welfare system but remain with their families of origin and present with early onset of mild to moderate psychiatric symptoms.

This project aligns with the BRC's recommendations for a countywide safety system to support "access to and delivery of critical mental health services" and ensure that "mental health treatment for teens and transitioning age youth incorporate trauma-focused assessment and interventions appropriate to the developmental status, ethnicity, sexual identity, and risk factors of the youth being served."

The USC Tele-mental health program is a large-scale, virtual behavioral health clinic operated as part of USC's School of Social Work. The clinic is staffed with experienced LCSW and trained/supervised MSW student interns. In order for USC to continue to provide mental health services, it is required to contract with DMH, as the Local Mental Health Plan (LMHP). The existing sole source TMHS Agreement between LA County and USC is set to expire on August 31, 2018.

The Amendment format, Attachment I, has been approved as to form by County Counsel. DMH administrative staff will monitor USC's performance and compliance with Contract provisions and departmental policies.

In accordance with Board Policy 5.100, Sole Source Contracts, Attachment II is the March 2, 2018, Board memorandum notifying your Board of DMH's intent to extend the sole source Agreement with USC for the provision of TMHS through August 31, 2019.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors

7/31/2018

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Approval of the recommended actions will allow USC to provide tele-mental health services to children and transition age youth, continuing the availability of these services to an underserved population and lessening the burden on County facilities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JES', is positioned above the printed name of Jonathan E. Sherin.

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

Director

JES:GP:TB:SK:rlr

Enclosures

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

AGREEMENT NO. MH190130

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this 31st day of July, 2018, by and between the COUNTY OF LOS ANGELES (hereafter "County") and the University of Southern California (USC) on behalf of its USC Telehealth (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated March 1, 2016, identified as County Contract No. MH190130, and as subsequently amended (hereafter collectively "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, on March 1, 2016, the Board of Supervisors approved delegated authority to the Director of Mental Health, or designee, to execute amendments to the Agreement; and

WHEREAS, County and Contractor intend to amend this Agreement to extend the term for one year, from September 1, 2018, through August 31, 2019, to allow the continuation of ongoing tele-mental health services to children and Transition Age Youth (TAY); and

WHEREAS, to ensure the uniformity and consistency of all Department of Mental Health (DMH) Agreements, County and Contractor intend to amend Agreement to incorporate changes (i.e., the addition of new provisions, the deletion of provisions, the replacement of provisions with revised language); including changes to the Financial Exhibit B (FINANCIAL PROVISIONS) Attachment II; and

WHEREAS, County and Contractor intend to amend this Contract to revise Exhibit A, Statement of Work, attached hereto; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, County and Contractor agree that this Agreement shall be amended only as follows:

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WHEREAS, to ensure the uniformity and consistency of all Department of Mental Health (DMH) Agreements, County and Contractor intend to amend Agreement to incorporate changes (i.e., the addition of new provisions, the deletion of provisions, the replacement of provisions with revised language); including changes to the Financial Exhibit B (FINANCIAL PROVISIONS) Attachment II; and

WHEREAS, County and Contractor intend to amend this Contract to revise Exhibit A, Statement of Work, attached hereto; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, County and Contractor agree that this Agreement shall be amended only as follows:

1. The term of the Agreement is extended, effective, September 1, 2018 through August 31, 2019.
2. Paragraph 4, TERM, subparagraph 4.1.1 shall be deleted in its entirety and replaced with the following:
 - 4.1.1. The term of this Contract shall commence upon Board approval and continue through August 31, 2019 unless either party desires to terminate this Contract in accordance with provision 8.43 (Termination for Convenience).
3. Subparagraph 8.15 **County's Quality Assurance Plan**, shall be deleted in its entirety and replaced with the following:
 - 8.15.1 The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and applicable federal, State, and County policies and procedures relating to performance standards and outcome measures including but not limited to those performance standards and outcome measures required by specific federal, State, and/or County rules, directive, and guidelines for entities receiving their funding. Examples of such performance standards and/or outcome measures include, but are not limited to, those identified in Exhibit M and those reflected in County and/or program Service Exhibits/SOWs and practice parameters; as well as performance standards and/or outcomes measures related to the Patient Protection and Affordable Care Act (ACA) and Cal MediConnect Program.
 - 8.15.2 Performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by Contractor. Substandard performance or outcomes by Contractor may be grounds for contract review and a corrective action plan (CAP).
 - 8.15.3 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.

4. Subparagraph 8.16 **Quality Management Program**, shall be deleted in its entirety and replaced with the following:

8.16.1 Contractor shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 1100.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the DHCS through the Performance Contract and/or Mental Health Plan Contract.

8.16.2 The Contractor's Quality Management Program shall be consistent with Department's Quality Improvement Program Policy No. 1100.1 including the Department's Quality Improvement Work Plan and participation in Service Area Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 1100.1.

8.16.3 The Contractor's Quality Management Program shall be consistent with the Department's Cultural Competency Plan. Contractor shall ensure that 100% of Contractor's staff, including clerical/support, administrative/management, clinical, subcontractors, and independent contractors receive annual cultural competence training.

8.16.4 Contractor shall monitor, track, document (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) and make available upon request by the Federal, State and/or County government the annual cultural competence

training provided to Contractor's staff, including clerical, administrative/management, clinical, subcontractors, and independent contractors.

Contractor shall complete and submit an attestation of annual cultural competence training completed by 100% of staff to the Ethnic Services Manager (psbcc@dmh.lacounty.gov) by March 23rd of every Calendar Year.

8.16.5 Additionally, per the Federal Managed Care Network Adequacy Final Rule requirements, 100% of direct service practitioners (psychotherapists, psychiatrists, case managers, etc.) must complete cultural competence training within the past 12 months to meet annual reporting requirements. This information needs to be entered and updated quarterly into the application (<https://lacdmhnact.dynamics365portals.us/>) based on each practitioner specifying the hours of cultural competence training completed. This information is due quarterly on the following dates of every Calendar Year:

- July 1
- October 1
- January 1
- April 1

8.16.6 The Contractor's Quality Management Program shall be consistent with the Department's Quality Assurance requirements for Contract Providers as outlined in Policy 401.03.

5. Subparagraph 8.23 **Indemnification**, shall be deleted in its entirety and replaced with the following:

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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

6. Subparagraph 8.24 **General Provisions for all Insurance Coverage**, shall be deleted in its entirety and replaced with the following:

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 (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.

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. 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: Chief of Contracts
- 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. 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 or to the 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 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, 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. The Contractor shall require its

insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or 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 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, 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

- 7. Subparagraph 8.25 **Insurance Coverage**, shall be deleted in its entirety and replaced with the following:

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 and Employers' Liability** 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 Contract's expiration, termination or cancellation.

8.25.4.3 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 not less than \$10 million based on criteria established by the County. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8. The following subparagraph 8.57 **Compliance with County's Zero Tolerance Policy on Human Trafficking** shall be added to Paragraph 8.0 STANDARD TERMS AND CONDITIONS:

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

8.57.2 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.

8.57.3 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.

9. The following subparagraph 9.1 **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT** shall be deleted in its entirety and replaced with the following:

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor understands and agrees that, as a provider of mental health services, it is a "Covered Entity" under HIPAA and HITECH 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 and HITECH.

9.1.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and HITECH 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 and HITECH 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 and HITECH but will independently seek its own counsel and take

the necessary measures to comply with the law and its implementing regulations.

- 9.1.3 Contractor and County understand and agree that each is independently responsible for HIPAA and HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA and HITECH laws and implementing regulations related to transactions and code sets, privacy, and security.
- 9.1.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA and HITECH, 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.
- 9.1.5 Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system.
- (1) County has a Guide to Procedure Codes available at <http://lacdmh.lacounty.gov/hipaa/index.html> which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.
 - (2) County has electronic Data Interchange (EDI) Contract forms available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS EDI_homepage.htm which includes information about the applicable HIPAA transactions that can be processed in the Integrated Behavioral Health Information System (IBHIS)
- Contractor acknowledges that County is using the IBHIS in which clinical, demographic, administrative, financial, claims, outcomes, and other information will be exchanged between DMH and contract

providers exclusively through the use of EDI transactions and other County defined b2b ("Business-to-Business") data collection and interoperability solutions.

(3) As County defines requirements for each transaction and determines the method by which each transaction is to be exchanged between Contractor and County, County shall notify Contractor of the effective date(s) by which Contractor shall be required to implement each newly defined interface through County's release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each newly defined interface is required in accordance with the schedule below and in accordance with County's estimate of the effort required to implement each newly defined interface, unless earlier effective date(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual contract between County and Contractor.

(a) 120 days for new interface requiring major development and testing,

(b) 90 days for new interfaces requiring moderate development and testing; and

(c) 60 days for new interfaces requiring minimal development and testing.

(4) Contractor acknowledges that County may modify interfaces requirements as deemed needed by County. County shall notify Contractor of the effective dates(s) by which Contractor shall be required to comply with each modified interface in accordance with County's revised requirements through County's release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each modified interface is required in

accordance with the schedule below and in accordance with County's estimate of the effort required to implement each revised interface, unless earlier effective dates(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual contract between County and Contractor.

- (a) 90 days for existing interfaces requiring major development and testing;
 - (b) 60 days for existing interfaces that requiring moderate development and testing; and
 - (c) 30 days for existing interfaces requiring minimal development and testing.
- (5) Contractor agrees to comply with the exchange of all required interfaces specified by County and the method by which these transactions are to be exchanged between Contractor and County as of the effective date(s) specified by County.
- (6) County has Trading Partner Agent Authorization Contracts available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and [http://lacdmh.lacounty.gov/hipaa/IBHIS EDI_homepage.htm](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm) which includes the Contractor's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Contractor to the IBHIS.
- 9.1.6 Contractor understands that County operates an informational website <http://dmh.lacounty.gov/wps/portal/dmh> related to the services under this Contract and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.
- 9.1.7 Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise

process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

- 9.1.8 Contractor further understands and agrees that the terms and conditions of the current IBHIS Trading Partner Contract (TPA) available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm respectively, shall apply to this Contract and that said Terms and Conditions are incorporated by reference as though fully set forth herein.
- 9.1.9 Contractor acknowledges that County participates in the Meaningful Use of Electronic Health Records Incentive Program (MU Program) under the HITECH Act which requires the annual submission of data documenting the compliance of eligible professionals with certain MU measures.
- 9.1.10 County and Contractor further understand and agree that mutual cooperation in the collection and reporting of MU Program measures may be required in cases in which both County and Contractor have employed or contracted the professional medical services of the same eligible professional during any calendar year in which the MU Program is in effect. In such cases, the requesting party shall deliver to the receiving party a letter on agency letterhead indicating the specific information requested, the format in which the information is to be delivered to the requesting party, and the required date of delivery of the information requested. The receiving party shall have 30 days from receipt of the request to deliver the requested information to the requesting party in the format specified by the requester.

10. The following subparagraph 9.2 **Technology Requirements** shall be deleted in its entirety and replaced with the following:

9.2 Technology Requirements

9.2.1 Contractor shall acquire, manage, and maintain Contractor's own information technology, infrastructure, platforms, systems and/or services in order to meet all requirements specified by County for interoperability (as stated in section 9.2.5).

9.2.2 Contractor shall ensure that each individual using electronic methods to sign electronic health records in the performance of work specified under this Contract completes an Electronic Signature Agreement annually. The Electronic Signature Agreement shall be substantially similar to the sample available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html.

9.2.2.1 Contractor shall maintain a copy of each Electronic Signature Contract and make them available for inspection by County upon request.

9.2.2.2 Contractor shall submit to County a Legal Entity Electronic Signature Certification to certify compliance with this provision of this Contract. Contractors who implement electronic methods to sign electronic health records subsequent to the execution of this Contract shall submit to County a Legal Entity Electronic Signature Certification immediately upon implementation. The Legal Entity Electronic Signature Certification to be used by Contractor is found at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html.

Nothing in this requirement is intended to imply that Contractor qualifies as a Legal Entity, as that term is generally understood by Department.

11. The following subparagraph 9.6 **Data Destruction** shall be deleted in its entirety and replaced with the following:

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 twenty (20) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information containing PHI and PII 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. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

12. The following subparagraph 9.7 **Contractor Protection of Electronic County Information** shall be added to Paragraph 9.0 UNIQUE TERMS AND CONDITIONS:

9.7 Contractor Protection of Electronic County Information

9.7.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected

confidential/sensitive information is disclosed inappropriately. The County Policy 5.200 "Contractor Protection of Electronic County Information" for specific details on this policy reference the following link:https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRELCOIN was adopted to protect personal information (PI); protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County Contractors. Contractor agrees that it will comply with County Policy 5.200, as it now exist or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.

- 9.7.2 Contractor shall comply with the encryption standards set forth in Exhibit J, Protection of Electronic County PI, PHI and MI (Data Encryption) and submit Required Forms Exhibit K, LACDMH Contractor's Compliance with Encryption Requirements. Encryption requirements shall apply to all County PI, PHI and MI electronically stored or transmitted by Contractors and subcontractors, irrespective of storage and/or transmission methodology.
- 9.7.3 Contractor shall comply with the Information Security Requirements set forth in Exhibit H, Information Security and Privacy Requirements.
- 9.7.4 Contractor shall complete and submit to DMH the Confidentiality Oath (Non-LAC-DMH Workforce Members), Exhibit M to this Contract.
- 9.7.5 Contractor shall sign, submit to DMH and comply with County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources, Exhibit L to this Contract.

13. The following subparagraph 9.8 **Disabled Veteran Business Enterprise (DVBE) Preference Program** shall be added to Paragraph 9.0 UNIQUE TERMS AND CONDITIONS:

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in

their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

14. For Fiscal Year 2018-19, Exhibit A (Statement of Work) shall be deleted in its entirety and replaced with Exhibit A (Statement of Work - September 1, 2018), attached hereto and incorporated herein by reference. All references in the Agreement to "Exhibit A (Statement of Work)" shall be deemed amended to refer to "Exhibit A (Statement of Work - September 1, 2018)."
15. For Fiscal Year 2018-19, Exhibit B (FINANCIAL PROVISIONS) shall be deleted in its entirety and replaced with Exhibit B (FINANCIAL PROVISIONS - September 1, 2018), attached hereto and incorporated herein by reference. All references in the Agreement to "Exhibit B (FINANCIAL PROVISIONS)" shall be deemed amended to refer to "Exhibit B (FINANCIAL PROVISIONS - September 1, 2018)."
16. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

COUNTY OF LOS ANGELES

By _____
Jonathan E. Sherin, M.D., Ph.D.
Director of Mental Health

University of Southern California (USC)
on behalf of its USC Telehealth
CONTRACTOR

By _____

Name Todd R. Dickey

Title Senior Vice President for
Administration
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

STATEMENT OF WORK - September 1, 2018

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STATEMENT OF WORK - September 1, 2018 (SOW)

1.0 SCOPE OF WORK

The USC Tele-mental health program is a large-scale, virtual behavioral health clinic operated as part of USC's Suzanne Dworak-Peck School of Social Work. The clinic is staffed with experienced Licensed Clinical Social Workers (LCSW) and trained/supervised Master of Social Work (MSW) student interns. Potential program participants who present mild to moderate psychiatric symptoms are referred to the USC Tele-mental health program for intake assessments. If the outcomes of such assessments confirm that potential program participants do not require a higher level of care, they are enrolled into the program and receive mental health services online via a secure Internet portal maintained by USC. These services are consistent with the MHSa Prevention and Early Intervention (PEI) plan and are funded by MHSa revenue.

Through this early intervention model, children, TAY, and adults who have experienced or have been witness to traumatic events, such as child sexual abuse, domestic violence, traumatic loss, and/or who are diagnosed with or experiencing difficulty related to symptoms such as Post-Traumatic Stress Disorder (PTSD), depression, anxiety, or co-occurring disorders, are provided tele-mental health services to ameliorate the impact of the traumatic events, reduce trauma-related symptoms, increase resilience, as well as peer and parental support. Additionally, this service model improves access to mental health services for those who are underserved either because they are unaware of available services, have access issues, such as transportation or mobility limitations, or because they may be reluctant to access services due to stigma and/or discrimination. Tele-mental health provides an easy to access platform for the identified populations.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

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 Contractor shall complete and submit to the Department of Mental Health (DMH) the following outcome measure dependent upon the Evidence-Based Practice (EBP):

Evidence-Based Practice	Clinical & Outcome Measures
Crisis Oriented Recovery Services (CORS)	Youth Outcome Questionnaire (YOQ)- 2.01 Parent (Child, 4-17) YOQ-2.0 Self-Report (Child, 12-18) Outcome Questionnaire (OQ) (19+)
Cognitive Behavioral Therapy (CBT)	YOQ-2.0 SR (12-18) OQ (19+) Trauma: UCLA PTSD-RI for Children and Adolescents–Child/Adolescent (Child, 6-20) UCLA Post-Traumatic Stress Disorder-RI Adult Short Form (21+) Anxiety: General Anxiety Disorder (GAD)-7 (18+) Depression: Personal Health Questionnaire (PHQ)-9 (18+)
Seeking Safety (SS)	YOQ-2.01 Parent (Child, 4-17) YOQ-2.0 SR (Child, 12-18) OQ-45 (19+) UCLA PTSD-RI for Children and Adolescents–Parent (Child, 3-18) UCLA PTSD-RI for Children and Adolescents–Child/Adolescent (Child, 6-20) UCLA PTSD-RI Adult Short Form (21+)
Cognitive Behavioral Intervention for Trauma in Schools (CBITS)	YOQ-2.01 Parent (Child, 4-17) YOQ-2.0 SR (Child, 12-18) OQ-45 (19+) UCLA PTSD-RI for Children and Adolescents–Parent (Child, 3-18) UCLA PTSD-RI for Children and Adolescents–Child/Adolescent (Child, 6-20) UCLA PTSD-RI Adult Short Form (21+)

- 3.3 The Contractor shall complete all required clinical documentation in accordance with DMH documentation requirements.
- 3.4 Contractor shall have the ability to collect, manage, and submit data and reports as directed by DMH staff to track and document, on a monthly basis, demographic data, referral source, disposition, reason for discharge, and treatment outcomes for each client. Contractor shall follow the data collection plan created in the Contract.

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 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 Intentionally Omitted

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 Monitoring the Contractor's performance in the daily operation of this Contract.
- 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.

6.2 Program Supervision, Monitoring and Review

6.2.1 Pursuant to Welfare and Institutions Code (WIC) Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served.

6.2.2 Upon receipt of any contract monitoring report pertaining to

- services/activities under this Agreement, Contractor shall respond in writing to person(s) identified and within the time specified in the contract monitoring report. Contractor shall, in its written response, either acknowledge the reported deficiencies or present additional evidence to dispute the findings. In addition, Contractor must submit a plan for immediate correction of all deficiencies.
- 6.2.3 In the event of a State audit of this Agreement, if State auditors disagree with County's official written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State.
- 6.2.4 To assure compliance with this Agreement and for any other reasonable purpose relating to performance of this Agreement, and subject to the provisions of State and federal law, authorized County, State, and/or federal representatives and designees shall have the right to enter Contractor's premises (including all other places where duties under this Agreement are being performed), with or without notice, to: inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Agreement; and elicit information regarding the performance of this Agreement or any related work. The representatives and designees of such agencies may examine, audit and copy such records at the site at which they are located. Contractor shall provide access to facilities and shall cooperate and assist County, State, and/or federal representatives and designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or federal representatives and designees within three (3) business days. Contractor shall document and make available upon request by the federal, State and/or County the type and number of hours of training provided to Contractor's officers, employees, agents, and subcontractors.

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a daily basis.

6.3.2 Project Manager shall act as a central point of contact with the County.

6.3.3 Intentionally Omitted

6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

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

6.4.3 Contractor shall provide treatment teams consisting of LCSWs and highly trained MSW Student Interns, and shall hire and train a Peer Support Specialist and/or a Case Manager. Contractor's LCSWs will serve as either Mental Health Practitioners and/or Clinical Supervisors who will oversee the direct services delivered by MSW Student Interns. All Contractor's LCSWs shall hold current licensure in good standing with the California Board of Behavioral Sciences (BBS). Each shall successfully complete a third party primary source credentialing process monitored by the Contractor's Faculty Oversight Committee. The MSW Student Interns shall be USC Suzanne Dworak-Peck School of Social Work graduate students chosen to participate in the Tele-mental health program by the USC Suzanne Dworak-Peck School of Social Work's field education faculty. All MSW Student Interns shall be California residents.

The Outreach and Engagement (O & E) staff shall consist of a Peer Support Specialist and/or Case Manager (1 Full Time Equivalent or 2 Part-Time Equivalent). The O & E staff shall be responsible for presentations to local organizations, referrals and direct linkage for the tele-mental health program. The O & E staff shall complete the O & E Referral Tracking and Presentation logs to document interactions and submit to DMH monthly.

6.4.4 At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title,

professional degree, language capability(ies), and experience, who are providing any services under this Agreement.

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.

6.6 Training

6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, paraprofessional, intern, student, and clinical volunteer personnel shall participate. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of paraprofessionals, interns, students, and clinical volunteers in accordance with provision of mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to HIPAA and Sexual Harassment, and for the training of all appropriate staff on the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, and other State and County policies and procedures as well as on any other matters that County may reasonably require. The Contractor's Mental Health Practitioners, including LCSWs and MSW Student Interns, must complete a 6-week training and orientation curriculum focused on tele-mental health practice and shall be trained in the EBPs they will be implementing and/or supervising.

6.7 Patients'/Clients' Rights

Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all patients'/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

6.8 Reporting of Patient/Client Abuse and Related Personnel

6.8.1 Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted by Contractor, 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 shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

6.8.2 Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, including MSW Student Interns 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 shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

6.8.3 Contractor Staff:

6.8.3.1 Contractor shall assure 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.

6.8.3.2 Contractor shall assure 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.

6.8.3.3 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.

- 6.8.3.4 Contractor shall not utilize or continue to utilize 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.

7.0 HOURS/DAY OF WORK

Contractor shall maintain business hours between 8 am to 5 pm PST, while offering clinical appointments 8 am to 7 pm PST, Monday through Friday. Contractor shall provide and make available to clients Contractor's main business line (866) 740-6502, which shall be staffed during business hours to reach one of Contractor's Client Navigators who are trained to collect immediate pertinent information and route to the Mental Health Practitioner or Mental Health Practitioner's supervisor. If neither can be reached, Mental Health Practitioners shall follow Contractor's Policies and Procedures and emergency protocols. In addition, Contractor shall provide clients with a toll-free number specifically for after-hours emergencies. The 24/7 resource will assess the caller's level of risk and determine appropriate next steps which may include calling the Los Angeles County Access Center, and/or Psychiatric Mobile Response Team, Child Protection Hotline, or law enforcement. Contractor will document all emergency contacts and interventions in detail in the client's Electronic Medical Records (EMR). Mental health Practitioners shall follow Contractor's Policies and Procedures and emergency protocols.

8.0 Intentionally Omitted

9.0 Intentionally Omitted

10.0 SPECIFIC WORK REQUIREMENTS

10.1 Persons To Be Served

Contractor's LCSW and MSW Student Interns (identified as Mental Health Practitioners hereafter) shall provide services to children, TAY, and Adults ages 12 and up. Program participants will be identified by Tele-mental health personnel and/or designated personnel from DMH or DMH Contracted Agencies, who have been assigned to L.A. County directly-operated and contract agencies, the MLK Hub, other County Medical Hubs, County DCFS offices, TAY Drop-In Centers, and school districts throughout Los Angeles County. Referrals will focus on clients who have

been traumatized by violence, as noted below, who also confront access issues that may include lack of transportation, language barriers, financial hardship, as well as safety issues involving risks of violence when traveling through urban gang conflict zones and neighborhoods with high rates of crime, poverty, and violence.

Mental Health Practitioners will provide mental health services through video-conferencing technology, and when appropriate, in person. Services may be conducted in the schools, homes, or community agencies within the participant's neighborhood of residence to maximize the participant's comfort and familiarity with video-conferencing technology. The Tele-mental health Program is intended as an early intervention for clients who present with mild to moderate psychosocial problems or mental health conditions as a result of trauma. The participants may have experienced a wide range of issues including, but not limited to emotional, behavioral, family, and academic challenges; substance abuse; incarceration; risk of deportation; exposure to domestic, school, and community violence. Anticipated diagnoses range from adjustment disorders to major depressive, anxiety, post-traumatic stress disorders, as well as co-occurring mental health and substance use. The services are specifically intended for those clients and families who are not currently receiving mental health services.

10.2 Service Delivery

Services shall be delivered via tele-mental health by USC clinical staff located throughout the State of California. Clients residing in Los Angeles County will utilize their home computer/laptop/tablet/smart phone to access mental health services from their home via the USC tele-mental health secure platform or professionally supervised offices called "telesuites". Contractor shall coordinate with designated co-located DMH staff and treatment teams at referral sites.

Treatment duration shall vary depending on the PEI EBP utilized. A maximum of 26 treatment sessions, maintaining fidelity to the chosen EBP, shall be provided to each client.

After hours care: Contractor shall provide and make available to clients Contractor's main business phone line (866) 740-6502, which shall be staffed during business hours. Contractor shall provide all clients with a toll-free number for after-hour emergencies and County resources. Contractor shall provide policies and procedures when clients may be experiencing a clinical emergency.

10.3 Program Elements and Services

Contractor shall provide services that include a child/adolescent or adult initial assessment, followed by approved PEI services conducted online or in person, when appropriate, with clients in their home via a computer/laptop/tablet/smart phone, including the following:

10.3.1 Outpatient Mental Health Services

The program model shall be offered virtually via the Contractor's secure platform. Contractor shall offer the client an opportunity to meet in-person during the initial engagement period to ensure understanding of program model and build rapport. Contractor shall work with each client and their caregivers to address any questions and concerns regarding the virtual platform. Contractor shall respond to referrals received through the Service Request Tracking System (SRTS) within three (3) business days. Contractor shall maintain clinical responsibility for clients upon linkage. Referrals and linkages to traditional mental health services shall be provided to clients upon request and to those who demonstrate a need for services beyond the scope of this statement of work.

The EBPs that shall be utilized for mental health service delivery include the following:

- 10.3.1.1 Crisis Oriented Recovery Services (CORS) - a short-term intervention designed to provide immediate crisis intervention, address identified case management needs, and assure hard linkage to ongoing services. The primary objective is to assist individuals in resolving and/or coping with psychosocial crises by mitigating additional stress or psychological harm. It promotes the development of coping strategies that individuals can utilize to help restore them to their previous level of functioning prior to the crisis event.
- 10.3.1.2 Seeking Safety (SS) - a present-focused therapy that helps people attain safety from trauma or PTSD and substance abuse. It consists of 26 topics that focus on the development of safe coping skills while utilizing a self-empowerment approach. The treatment is designed for flexible use and is conducted in group or individual format, in a variety of settings, and for culturally diverse populations.
- 10.3.1.3 Cognitive-Behavioral Therapy (CBT) - a short-term, problem-focused, present-centered intervention. It incorporates a wide variety of treatment strategies including psychoeducation, skills acquisition,

contingency management, Socratic questioning, behavioral activation, exposure, cognitive modification, acceptance and mindfulness strategies and behavioral rehearsal.

10.3.1.4 Cognitive Behavioral Intervention for Trauma in Schools (CBITS) - a school-based, group and individual intervention designed to reduce symptoms of post-traumatic stress disorder (PTSD), depression, and behavioral problems, and to improve functioning, grades and attendance, peer and parent support, and coping skills.

10.3.2 Contractor shall provide the following services and clinical interventions as described below:

10.3.2.1 Individual Therapy: Services are provided for individual clients utilizing an appropriate EBP. Individual therapy is time-limited based on the treatment protocol of the chosen EBP and should terminate following completion of the chosen EBP.

10.3.2.2 Family Therapy: Services are provided to clients and their families utilizing an appropriate EBP. Clients must be a part of the family therapy sessions. Participation of family members in the EBP shall be consistent with and relevant to the established treatment plan and fidelity to the EBP treatment model.

10.3.2.3 Collateral: Services provided for purposes of interpreting or explaining the results of psychiatric, other medical examinations and procedures, or other accumulated data to family or other responsible persons, or advising them on how to assist the client.

10.3.2.4 Individual Rehabilitation: Services delivered to each client to provide assistance in improving, maintaining, or restoring the client's functional daily living, social and leisure, grooming and personal hygiene, meal preparation skills, or his/her support resources.

10.3.2.5 Assessment: Services are provided at intake and other critical junctures during treatment in order to evaluate progress. Services include the completion of the child/adolescent or adult initial assessment.

- 10.3.2.6 Case Management: Services provided in order to keep clients engaged with treatment or connected with other ancillary services. Clinical tasks include referral and linkage to specialty mental health services, medication support services, and other supportive resources.
- 10.3.2.7 Crisis Intervention: An unplanned, expedited service, to or on behalf of a client to address a condition that requires a more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a client to cope with a crisis, while assisting the client in regaining their status as a functioning community member.
- 10.3.2.8 Outreach and Engagement: Reaching out to those hard-to-reach and vulnerable populations of youth to engage them in mental health services through the USC Tele-mental health program. Services include meeting with TAY Drop-In centers, shelters, and other agencies throughout LA County to discuss the program components and schedule co-location at sites. Contractor shall designate Outreach and Engagement staff to conduct presentations and visit referral sites to engage youth in tele-mental health services. Contractor is expected to obtain a minimum of 25 referrals per month.

10.4 Rate

Contractor shall be required to provide a minimum, 45-minute session (non-inclusive of progress note writing time) and will be reimbursed in accordance with the allowed rate of \$120.00 per session.

10.5 USC Tele-Mental Health Security Measures

Contractor shall institute and maintain a highly secure technology platform in order to protect the privacy of its tele-mental health clients by ensuring its technology minimally meets the below compliance guidelines:

10.5.1 Technology Security

- 1) ETF-standard Secure Sockets Layer (SSL) and Transport Layer Security (TLS) protocols are used to protect all communication between endpoints. To provide maximum

protection against eavesdropping, modification, or replay attacks, the only SSL cipher suite supported for non-Web-site TCP connections is 1024-bit RSA with 128-bit AES-CBC and HMAC-SHA1.

2) End-to-end 128 bit encryption that protects both ends of the connection.

3) Multi-layer cryptography, server, certificate, and user authentication to prevent unauthorized access.

10.5.2 Role-Based Security Features

1) Platform user permissions are centrally assigned to approved staff authorized by the Contractor's Director of Operations only (controlled access to platform).

2) Each session has a uniquely coded session ID that is not reusable.

3) No one else can enter the session uninvited (including staff members).

10.5.3 Security Monitoring

1) Mental Health Practitioners have on-screen monitoring tools to see who is connected to the session at all times.

2) Clinic monitors daily activity plus comprehensive data logs to ensure appropriate, secure use of system.

3) Data Centers are physically guarded and continually monitored for security and performance, guarding against cyber-attacks.

10.5.4 Information Access

1) Communications and user identities are never visible to any third party.

2) User logs and activity is not visible to anyone but the Contractor's Director of Operations.

3) Sessions are not recorded.

10.5.5 Contingency and Emergency Operations Plan

Four highly secure data centers across the U.S. ensure that if one data center goes down, service is uninterrupted as activity is seamlessly transferred through another data center.

10.5.6 Stringent Policies and Procedures

1) Extensive training plus clinic policies and procedures for Mental Health Practitioners governing use of the platform, their behavior online, and how they access and manage client information.

2) Contractor shall also work closely with clients to ensure their compliance to HIPAA confidentiality measures (such as making sure no one can overhear their session, making sure they are in a secure and private location, etc.

11.0 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 Project Manager of Contractor's new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

Performance-Based Criteria	Section	Method of Monitoring	Performance Targets	Target Dates
1) Maintain multidisciplinary and multi-lingual professional staff.	6.4.3	Staff roster, including clinical interns and supervisors with language capability.	Contractor retains mental health staff and MSW interns that are culturally and linguistically sensitive.	Duration of contract
2) Maintain accurate clinical records.	3.3	Review of program data report and tracking logs	Contractor submits required outcome measures, data collection reports, and referral logs within 30 days from the last date of service of the prior month.	Duration of contract
3) Respond to referrals within 3 business days and provide linkage for clients not engaged.	10.3	O & E Referral tracking log and SRTS	Contractor completes disposition in SRTS and submits O&E Referral log.	Due monthly, no later than the 30 th day of the next reporting month.
4) Completion of PEI Outcome Measures	3.2	DMH PEI Outcome Measures Application (OMA)	Contractor completes Outcome Measures at baseline, annually, and at discharge	Due monthly, no later than the 10 th day of the next reporting month.
5) Provide outreach and engagement services.	10.3.2.8	O&E Referral tracking log and O&E Presentation log	Outreach monthly to <u>25</u> potential clients	Due monthly, no later than the 30 th day of the next reporting month.
6) Provide continuous PEI mental health services.	10.3	DMH Data tracking log	Serve a minimum of 300 clients during the 12-month contract term.	Due monthly, no later than the 30 th day of the next reporting month.

1. FEE SCHEDULE

USC TELEHEALTH FEE SCHEDULE	
CATEGORY	ANNUAL MAXIMUM INVOICE AMOUNT SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019
Direct Staffing (Salary) for Outreach and Engagement including: <ul style="list-style-type: none"> • Benefits • Training costs for new staff • Supplies • Mileage 	\$54,000
Administrative Costs: <ul style="list-style-type: none"> • Utilities • Insurance • Administrative support • Repair (incident report must be submitted) 	\$6,000
ANNUAL GRAND TOTAL	\$60,000

2. PAYMENT PROCEDURES

Contractor shall submit Attachment I, monthly invoices (**USC Telehealth Outreach & Engagement Services Cost Invoice**) for actual cost incurred for services provided under the Statement of Work. Contractor shall also submit Attachment II, Outreach and Engagement Referral Log, and Attachment III, Outreach and Engagement Presentation Log. Attachments I, II, and III to Exhibit B are due within 30 calendar days after the end of the month in which services were rendered or as prearranged with the DMH Lead Manager. Contractor shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices shall be specific as to the type of services being provided.

Upon receipt and approval of original invoices from Contractor, DMH shall make payment to Contractor within sixty (60) days of the date the invoice was approved for payment. If any portion of the invoice is disputed by DMH, DMH shall reimburse Contractor for the undisputed services contained in the invoice and work diligently with **University of Southern California (USC)** on behalf of its **USC Telehealth** to resolve the disputed portion of the claim in a timely manner.

DMH shall make reimbursements payable to Contractor. DMH shall send payments to:

Name of Agency: _____

Address: _____

City: _____

State: _____

Zip Code: _____

5. DESIGNATED DMH CONTACT PERSON

All questions and correspondence should be directed to:

Makesha Jones-Chambers, Psy.D.:
County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue, 4th Floor
Los Angeles, CA 90020
(213) 738-3421

All invoices should be directed to:

Provider Reimbursement Section
County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue, 8th Floor
Los Angeles, CA 90020

6. TERM OF AGREEMENT

The USC Telehealth program is funded by MHSA. The program will commence upon execution of the Agreement on September 1, 2018 and continue through August 31, 2019. Ongoing funding for this program is contingent on available funding from the State as well as continued approval of MHSA claims submitted by the County on behalf of the Contractor.

**EXHIBIT B
FINANCIAL PROVISIONS – SEPTEMBER 1, 2018
UNIVERSITY OF SOUTHERN CALIFORNIA
TELE-MENTAL HEALTH PROGRAM**

A. BILLABLE VISIT

For purposes of this Agreement, a "billable visit" shall be defined as a face-to-face encounter, either in person or via a secured internet web portal, between an Eligible Client and a mental health practitioner as specified below to provide medically necessary specialty mental health services. The duration of a billable visit must be at least 45 minutes (non-inclusive of progress note writing time) and consistent with protocols and treatment guidelines of the approved Evidence Based Practice(s) (EBP) as stipulated in Exhibit A, Statement of Work – September 1, 2018 (SOW) of this Agreement. Visits not meeting criteria stipulated are not subject to reimbursement and should not be claimed for payment in the County's Integrated Behavioral Health Information System (IBHIS).

1. Mental Health Practitioners:

(a) For this tele- mental health program, Contractor may utilize one of the following mental health practitioners as stipulated in the SOW to generate a "billable visit":

(i) Licensed Clinical Social Worker (LCSW); or

(ii) Masters of Social Work (MSW) Student Interns affiliated with the USC Tele-Mental Health program.

(b) Only Mental Health Practitioners who have either completed or are currently enrolled in a training series of an approved EBP may generate a billable visit.

B. CLAIMING

Allowable visits. Contractor may claim to Department of Mental Health (DMH)

one or more billable visits per day, per Eligible Client. Each claim for the billable visit, per client, must meet the duration of a billable visit requirement of at least 45 minutes to be reimbursed.

The monthly billing and subsequent payment shall be done in accordance with County policies and procedures. If bills are not submitted in the form and with the content required by the County, then payment shall be withheld until the County is in receipt of correct and complete bills.

1. County Integrated Behavioral Health Information System (IBHIS):

(a) Notwithstanding any other provision of this Agreement, only allowable specialty mental health services submitted by Contractor into the County's claims processing information system shall be counted as delivered and reimbursable services.

(b) Notwithstanding any other provision of this Agreement, the only specialty mental health services which shall be considered valid and reimbursable at any time shall be those claims that are submitted by Contractor into the County's claims processing information system timely and in accordance with the terms of this Agreement and its attachments and which are not voided, replaced, and/or denied for any reason.

(c) Contractor shall train its staff in the operation, procedures, policies, and all related use of the County's IBHIS as required by County. County shall provide training to Contractor's designated staff in the operation, procedures, policies, and all related use of the County's claims processing information system.

2. Time Limit for Submitting Specialty Mental Health Services:

Contractor shall submit Health Insurance Portability and Accountability Act (HIPAA) compliant electronic claims to County for payment for services provided during each month within 30 calendar days after the end of the month in which services were rendered.

(a) County shall not be obligated to reimburse Contractor for the services covered by any claim if Contractor submits the claim to County

more than 30 calendar days after the month in which Contractor renders the services, or more than 30 calendar days after this Agreement terminates, whichever is earlier. Additionally, County shall not be obligated to reimburse Contractor where the claim does not meet applicable requirements stipulated in this Agreement.

(b) Contractor shall be responsible to ensure claims are submitted in a timely manner. Contractor shall be solely liable and responsible for the accuracy and veracity of all data and information provided by Contractor to County.

C. REIMBURSEMENT

1. Rates: County agrees on the terms and conditions set forth in this Exhibit and in this Agreement, to compensate Contractor for services provided to Eligible Clients for the provision of specialty mental health services. For the duration of the contract term, Contractor shall be reimbursed at the pre-established per visit rate of **ONE HUNDRED AND TWENTY** Dollars (\$120.00) for specialty mental health services as defined under this Agreement.
2. Maximum Contract Amount: Contractor understands that services provided are funded using Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds. County's reimbursement to Contractor is contingent upon the availability of State MHSA PEI funds and Contractor's adherence to all MHSA PEI requirements. For purposes of budgetary planning for the parties, and not as a means to restrict services, the following shall constitute the maximum amount for specialty mental health services that County shall pay Contractor while this Agreement is in effect:
 - (a) County's total reimbursement to Contractor for March 1, 2016, through August 31, 2019, shall not exceed **FIVE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED** Dollars (\$547,500) for the provision of specialty mental health services.

(b) County at its sole discretion may reduce this maximum contract amount in the event that County believes, based on evidence of Contractor's level of utilization, that the amount exceeds what Contractor would reasonably be expected to need during the term of this Agreement. County may allocate such funds to other providers. County shall provide notice to Contractor of such change and shall implement such reduction through an administrative amendment.

3. Notice Regarding Utilization of Estimated Maximum Contract Amount: Contractor shall inform County when up to 75 percent (75%) of the estimated maximum amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 8.35 (NOTICES) of the Agreement.
4. County's Reimbursement: County shall pay one hundred percent (100%) of complete and timely submitted electronic and/or manual claims, up to the Maximum Contract Amount, for covered specialty mental health services to Eligible Clients submitted by Contractor pursuant to the terms of this Exhibit on a monthly basis in accordance with County's Accounts Payable procedures.

D. PAYMENT DISALLOWANCES

1. County will reimburse Contractor for Eligible Clients only. If, at any time, specialty mental health services are provided to non-eligible clients, County will recover from Contractor any payment made for said services. County, on an annual basis, will reconcile and recoup non-allowable amounts reimbursed to Contractor after reviewing claims data submitted by Contractor.
2. County reserves the right to recover all payments stemming from disallowed services such as those related to Contractor's failure to adhere to medical necessity criteria, or failure to meet County documentation standards.
3. County shall recover any amounts owed to County by Contractor by 1)

County withholding such amount as an offset from the usual monthly payment to Contractor for services under this Agreement. In such instance when no usual monthly payment is due to Contractor by County, any amount due by Contractor to County shall be paid in one cash payment by Contractor to County within 30 calendar days of County notification to Contractor.

E. INVOICE REIMBURSEMENT

1. For the Telehealth Program Outreach and Engagement (O&E) services described in Exhibit A (SOW), DMH shall pay to Contractor a grand total not to exceed **SIXTY THOUSAND** Dollars (**\$60,000**) for September 1, 2018 through August 31, 2019.
2. Payment to Contractor shall be based on original invoices, submitted monthly in arrears by Contractor. Monthly invoices shall include separate details for administrative and staffing costs respectively. No payment shall be made for USC Telehealth O&E services delivered beyond those services and supports indicated in Exhibit A (SOW) without the prior approval of the DMH Program Lead. The DMH designated staff will review the invoices and supporting documentation to ensure that the USC Telehealth Program O&E services rendered are in substantial compliance with the requirements described in Exhibit A (SOW).
3. This funding is only to be utilized for the reimbursement of the staff salary (including employee benefits and supplies) for the 1.0 Full Time Equivalent (FTE) or 2 Part Time Equivalent (PTE) USC Telehealth O&E Specialists to render services as outlined in Exhibit A (SOW).
4. Contractor shall submit Attachment I, monthly invoices (USC Telehealth Program Outreach & Engagement Cost Invoice) for actual cost incurred for services provided under the SOW. In addition, Contractor shall submit Attachment II (Outreach and Engagement Referral Log) and Attachment III (Outreach and Engagement Presentation Log). Contractor shall retain all relevant supporting documents and make them available to DMH at

any time for audit purposes. Invoices shall be specific as to the type of services being provided.

County of Los Angeles - Department of Mental Health
USC Telehealth Outreach & Engagement Services Cost Invoice
 Fiscal Year:

Send To (Original):

County of Los Angeles - Department of Mental Health
 Attn: Provider Reimbursement Section (PRS)
 550 S. Vermont Ave, 8th Floor
 Los Angeles, CA 90020

Legal Entity / Provider Name: _____

DMH Consultant Agreement Number: _____

Program: USC TELEHEALTH

Funding Source: MHSA-PEI

Month/Year of Service:

DESCRIPTION	AMOUNT	
Direct Staffing for Outreach & Engagement services including: <ul style="list-style-type: none"> • Staff Salary • Benefits • Training costs for new staff • Mileage 		
Administrative Costs: <ul style="list-style-type: none"> • Utilities • Insurance • Administrative Support • Repair (incident report must be submitted) 		
<i>I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under MHSA SEIPS and is true and correct to the best of my knowledge. These services and costs are Solely for SEIPS Operation. All supporting documentation will be maintained in a separate file for the period specified under the provisions of the Consultant agreement.</i>	TOTAL	\$

Signature: _____ Date: _____

Print Name: _____

Title: _____ Phone: _____

LAC-DMH Program Approval

Approved by (signature) _____ Date: _____

Print Name: _____ Title: _____

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 University of Southern California
 Telehealth Program
REFERRAL LOG

Month and Year _____

Site of Outreach and Engagement _____

Date	First Name	Last Name	DOB	Intake Appt. Given (yes or no)	Appt. Date/Time

Outreach and Engagement Staff Signature _____ Date _____



Los Angeles County Department of Mental Health OWNERSHIP/CONTROLLING INTEREST DISCLOSURE

Completion of this form is mandated by the Centers for Medicare and Medicaid Services, Department of Health and Human Services and applicable regulation as found at 42 CFR 455.101 and 42. CFR 455.104. Disclosure must be made at the time of enrollment or contracting with Los Angeles County Department of Mental Health, at the time of survey, or within 35 days of a written request from Los Angeles County Department of Mental Health. It is the provider's responsibility to ensure all information is accurate and to report any changes as required by law by completing a new Ownership/Controlling Interest Disclosure form. Please add additional disclosures on the back of form.

Part 1. Applicant/Vendor Information

Name of Entity (Legal name as it appears on tax identification form)		Provider # (if currently enrolled in CA Medicaid)		NPI Number	
Doing Business As		Street Address	City	State	Zip Code
Telephone Number		Fax Number		E-mail Address	

Part 2. Ownership, indirect ownership, and managing employee interests

If Non-Profit Organization, Please check this Box
Does any person have an ownership or controlling interest of 5% or more in the entity?
 NO (If No, please sign below) YES (If yes, please completed A, B, C, D and sign below)

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. Add additional disclosures on back of form.

Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest
<small>Add Name</small> / <small>Delete Name</small>							

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Add additional disclosures on back of form.

No Yes (If yes, please complete below)

Name	FEIN/SSN	DOB	Name of Person Related To	Relationship
<small>Add Name</small> / <small>Delete Name</small>				

C. List any person who holds a position of managing employee within the disclosing entity. Add additional disclosures on back of form.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Add additional disclosures on back of form.

No (if No, please sign below) Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	% Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

Signature of Provider/Authorized Representative/Agent (Stamped signatures NOT accepted)	Title	Date
Print Name	Telephone Number	

Effective 7/1/2017



ADDENDUM
Los Angeles County Department of Mental Health
OWNERSHIP/CONTROLLING INTEREST DISCLOSURE

ADDENDUM INFORMATION FOR ADDITIONAL OWNERSHIP/CONTROLLING DISCLOSURE OWNERSHIP, INDIRECT OWNERSHIP, AND MANAGING EMPLOYEE INTEREST

PLEASE COMPLETE A, B, C, D AND SIGN BELOW

Continued from Page 1.

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more.

Name	Add Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest
	Delete Name							

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Continued from Page 1.

No Yes (If yes, please complete below)

Name	Add Name	Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Continued from Page 1.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Continued from Page 1.

No (if No, please sign below) Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

Signature of Provider/Authorized Representative/Agent
(Stamped signatures NOT accepted)

Title

Date

Print Name

Telephone Number

EXHIBIT _____**Protection of Electronic County PI, PHI and MI
Data Encryption**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

1. Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3); (c) NIST Special Publication 800-57.

Recommendation for Key Management — Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

2. Transmitted Data

All transmitted (e.g. network) County P1, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management — Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

3. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Exhibit (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

4. Compliance

The Proposer shall provide information about its encryption practices by completing Exhibit _____ "Contractor's Compliance with Encryption Requirements" questionnaire. By submitting, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation. The completed forms must be returned to DMH DISO within ten (10) business days to certify compliance.



LACDMH CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS EXHIBIT

Contract Agency Name: _____ **Contract Number:** _____

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS

	YES	NO	N/A	DOCUMENTATION AVAILABLE	
				YES	NO
1 Will County data stored on your workstation(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Will County data stored on your laptop(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Will County data stored on removable media be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Will County data be encrypted when transported? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Will Contractor maintain a copy of any validation / attestation reports generated by its encryption tools? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Will County data be stored on remote servers*? <small>*Cloud storage, Software-as-a-Service or SaaS</small> <i>Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Authorized Signatory Name (Print)

Authorized Signatory Official Title

Authorized Signatory Signature

Date

COUNTY OF LOS ANGELES
AGREEMENT FOR ACCEPTABLE USE
AND
CONFIDENTIALITY OF

COUNTY INFORMATION TECHNOLOGY RESOURCES

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

ANNUAL

As a County of Los Angeles (County) employee, contractor, subcontractor, volunteer, or other authorized user of County information technology (IT) resources, I understand that I occupy a position of trust. Furthermore, I shall use County IT resources in accordance with my Department's policies, standards, and procedures. I understand that County IT resources shall not be used for:

- For any unlawful purpose;
- For any purpose detrimental to the County or its interests;
- For personal financial gain;
- In any way that undermines or interferes with access to or use of County IT resources for official County purposes;
- In any way that hinders productivity, efficiency, customer service, or interferes with a County IT user's performance of his/her official job duties;

I shall maintain the confidentiality of County IT resources (e.g., business information, personal information, and confidential information).

This Agreement is required by Board of Supervisors Policy No. 6.101 – Use of County Information Technology Resources, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.101.htm>.

As used in this Agreement, the term "County IT resources" includes, without limitation, computers, systems, networks, software, and data, documentation and other information, owned, leased, managed, operated, or maintained by, or in the custody of, the County or non-County entities for County purposes. The definitions of the terms "County IT resources", "County IT user", "County IT security incident", "County Department", and "computing devices" are fully set forth in Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.100.htm>. The terms "personal information" and "confidential information" shall have the same meanings as set forth in Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information, which may be consulted directly at website <http://countypolicy.co.la.ca.us/3.040.htm>.

As a County IT user, I agree to the following:

1. Computer crimes: I am aware of California Penal Code Section 502(c) – Comprehensive Computer Data Access and Fraud Act (set forth, in part, below). I shall immediately report to my management any suspected misuse or crimes relating to County IT resources or otherwise.
2. No Expectation of Privacy: I do not expect any right to privacy concerning my activities related to County IT resources, including, without limitation, in anything I create, store, send, or receive using County IT resources. I understand that having no expectation to

any right to privacy includes, for example, that my access and use of County IT resources may be monitored or investigated by authorized persons at any time, without notice or consent.

3. Activities related to County IT resources: I understand that my activities related to County IT resources (e.g., email, instant messaging, blogs, electronic files, County Internet services, and County systems) may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall not either intentionally, or through negligence, damage, interfere with the operation of County IT resources. I shall neither, prevent authorized access, nor enable unauthorized access to County IT resources responsibly, professionally, ethically, and lawfully.
4. County IT security incident reporting: I shall notify the County Department's Help Desk and/or Departmental Information Security Officer (DISO) as soon as a County IT security incident is suspected.
5. Security access controls: I shall not subvert or bypass any security measure or system which has been implemented to control or restrict access to County IT resources and any related restricted work areas and facilities. I shall not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, SecurID cards/tokens, biometric logons, and smartcards).
6. Passwords: I shall not keep or maintain any unsecured record of my password(s) to access County IT resources, whether on paper, in an electronic file, or otherwise. I shall comply with all County and County Department policies relating to passwords. I shall immediately report to my management any compromise or suspected compromise of my password(s) and have the password(s) changed immediately.
7. Business purposes: I shall use County IT resources in accordance with my Department's policies, standards, and procedures.
8. Confidentiality: I shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by County management. This includes, without limitation information that is subject to Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act of 2009, or any other confidentiality or privacy legislation.
9. Computer virus and other malicious devices: I shall not intentionally introduce any malicious device (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County IT resources. I shall not use County IT resources to intentionally introduce any malicious device into any County IT resources or any non-County IT systems or networks. I shall not disable, modify, or delete computer security software (e.g., antivirus software, antispymware software, firewall software, and host intrusion prevention software) on County IT resources. I shall notify the County Department's Help Desk and/or DISO as soon as any item of County IT resources is suspected of being compromised by a malicious device.

10. Offensive materials: I shall not access, create, or distribute (e.g., via email) any offensive materials (e.g., text or images which are sexually explicit, racial, harmful, or insensitive) on County IT resources (e.g., over County-owned, leased, managed, operated, or maintained local or wide area networks; over the Internet; and over private networks), unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I shall report to my management any offensive materials observed or received by me on County IT resources.
11. Internet: I understand that the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with my Department's policies and procedures. I understand that my use of the County Internet services may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall comply with all County Internet use policies, standards, and procedures. I understand that County Internet services may be filtered, but in my use of them, I may be exposed to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive materials.
12. Electronic Communications: I understand that County electronic communications (e.g., email, text messages, etc.) created, sent, and/or stored using County electronic communications systems/applications/services are the property of the County. All such electronic communications may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time, without notice or consent. I shall comply with all County electronic communications use policies and use proper business etiquette when communicating over County electronic communications systems/applications/services.
13. Public forums: I shall only use County IT resources to create, exchange, publish, distribute, or disclose in public forums (e.g., blog postings, bulletin boards, chat rooms, Twitter, Facebook, MySpace, and other social networking services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) in accordance with Department's policies, standards, and procedures.
14. Internet storage sites: I shall not store County information (i.e., personal, confidential (e.g., social security number, medical record), or otherwise sensitive (e.g., legislative data)) on any Internet storage site in accordance with Department's policies, standards, and procedures.
15. Copyrighted and other proprietary materials: I shall not copy or otherwise use any copyrighted or other proprietary County IT resources (e.g., licensed software and documentation, and data), except as permitted by the applicable license agreement and approved by designated County Department management. I shall not use County IT resources to infringe on copyrighted material.
16. Compliance with County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements: I shall comply with all applicable County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements relating to County IT resources. These include, without limitation, Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, Board of Supervisors Policy No.

6.101 – Use of County Information Technology Resources, and Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information.

17. Disciplinary action and other actions and penalties for non-compliance: I understand that my non-compliance with any provision of this Agreement may result in disciplinary action and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that County may seek all possible legal redress.

**CALIFORNIA PENAL CODE SECTION 502(c)
"COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT"**

Below is a section of the "Comprehensive Computer Data Access and Fraud Act" as it pertains specifically to this Agreement. California Penal Code Section 502(c) is incorporated in its entirety into this Agreement by reference, and all provisions of Penal Code Section 502(c) shall apply. For a complete copy, consult the Penal Code directly at website www.leginfo.ca.gov/.

502(c) Any person who commits any of the following acts is guilty of a public offense:

- (1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.
- (2) Knowingly accesses and without permission takes, copies, or makes use of any data from a computer, computer system, or computer network, or takes or copies any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
- (3) Knowingly and without permission uses or causes to be used computer services.
- (4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- (5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
- (6) Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network in violation of this section.
- (7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.

- (8) Knowingly introduces any computer contaminant into any computer, computer system, or computer network.
- (9) Knowingly and without permission uses the Internet domain name of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages, and thereby damages or causes damage to a computer, computer system, or computer network.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

County IT User's Name

County IT User's Signature

County IT User's Employee/ID Number

Date

Manager's Name

Manager's Signature

Manager's Title

Date



COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CHIEF INFORMATION OFFICE BUREAU
Information Security Division

CONFIDENTIALITY OATH
Non-LAC-DMH Workforce Members

The intent of this Confidentiality Form is to ensure that all County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are aware of their responsibilities and accountability to protect the confidentiality of clients' sensitive information viewed, maintained and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with Federal and State laws governing confidentiality.

The California Welfare and Institutions (W&I) Code, Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to Section 14100.2, a, b, f, and h, W&I Code, provides in part that:

- "(a) All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter *... shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program."
- "(b) Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability."
- "(f) The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program **...."
- "(h) Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits ***... for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor."

*, **, *** The State of California's Statute for Medicaid Confidentiality can be found at the following web address: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/Medicaidstatute.aspx>

The signed copy of this agreement must be maintained by DMH Facilitators



Los Angeles County
DEPARTMENT OF MENTAL HEALTH

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

March 2, 2018

TO: Supervisor Sheila Kuehl, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Jonathan E. Sherin, M.D., Ph.D.
Director

SUBJECT: **NOTICE OF INTENT TO EXTEND THE SOLE SOURCE AGREEMENT
WITH THE UNIVERSITY OF SOUTHERN CALIFORNIA TO PROVIDE
TELE-MENTAL HEALTH SERVICES FOR FISCAL YEAR 2018-19**

This is to inform your Board, that in accordance with Board Policy No. 5.100, the Department of Mental Health (DMH) intends to extend the sole source Agreement with the University of Southern California (USC) for one year, from September 1, 2018, through August 31, 2019, to provide ongoing tele-mental health services to children and Transition Age Youth (TAY). The Agreement with USC is due to expire on August 31, 2018.

JUSTIFICATION

The Blue Ribbon Commission (BRC), directed by a motion from your Board in August 2013, articulated a countywide mission to prioritize and address child safety issues. The USC Telehealth Program (Program) aligns with the BRC's recommendations for a safety system that supports trauma-focused assessment and interventions and delivery of critical mental health services to children and TAY.

The Program is a large-scale, completely virtual behavioral health clinic staffed with Licensed Clinical Social Workers and trained/supervised Masters of Social Work student interns from USC's School of Social Work. Extension of the Agreement will allow the continuation of the Program's tele-mental health services to children and TAY with mild to moderate psychiatric symptoms, referred by DMH social workers assigned at County medical hubs and by staff at drop-in centers, for the purpose of Prevention and Early Intervention (PEI). DMH projects the Program will serve approximately 300

Each Supervisor
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clients during extension year. Furthermore, it will allow DMH additional time to assess the effectiveness of this Program.

NOTIFICATION TIMELINE

According to the Board Policy No. 5.100, DMH is required to notify your Board at least six months in advance of a sole source contract expiration. Unless otherwise instructed by your Board office within two weeks, DMH will proceed to extend our Agreement with USC for one year effective September 1, 2018.

If you have any questions or require additional information, please contact me at (213) 738-4601, or your staff may contact Stella Krikorian, Interim Chief of Contracts Development and Administration Division, at (213) 738-4023.

JES:GP:SK:RLR:tg

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Gregory Polk
Terri Boykins, LCSW
Stella Krikorian