# EXHIBIT A STATEMENT OF WORK AND ATTACHMENTS

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# **SOW ATTACHMENTS**

- 1 Work Order Discrepancy Report
- 2 Performance Requirements Summary (PRS)

# STATEMENT OF WORK (SOW)

# 1.0 SCOPE OF WORK

The Contractor will provide Dialectical Behavioral Therapy (DBT) trainings, including consultative services, in a 100% virtual environment, to Los Angeles County (County or LAC) Department of Mental Health (DMH) mental health clinicians, contracted clinicians (Clinicians), non-clinical staff, and non-DBT practitioners throughout LAC.

DBT is an Evidence-Based Practice (EBP) that includes specialized mental health services delivered by clinical staff, as part of multi-disciplinary treatment teams. Services have the potential to reduce symptoms of depression and psychological trauma, which may be the result of any number of traumatic experiences (e.g., child sexual abuse, domestic violence, traumatic loss, etc.) for clients aged 13 and up.

# 1.1 Training Population

Contractor will train up to: 1) 180 Clinicians from LACDMH directly operated clinics and contracted agencies; 2) 120 non-clinical staff; 3) 120 non-DBT Practitioners from the Department of Children and Families Services (DCFS) and the LAC Probation Department who work in the Placement Stabilization Teams (PSTs); and 4) 90 LACDMH and contracted agency program managers/supervisors.

# 1.2 Training Programs

Contractor will provide: 1) DBT trainings in three (3) separate cohorts, 2) consultative services to 20 DBT Team Leaders, 3) a one-day DBT summit, and 4) a DBT Concept training for non-DBT practitioners.

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

2.1 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Mental Health Services Act (MHSA) Master Agreement.

# 3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Work Order. The QCP must be submitted to the LACDMH for review. The QCP must include, but may not be limited to, the following:

- 3.1 Method of monitoring to ensure that Work Order requirements are being met;
- **3.2** Contractor's regular security audits, at least annually, to verify compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations.
- 3.3 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

#### 3.4 Data Collection

- 3.4.1 Contractor must track and report on Clinicians' training progress during the training programs outlined in Section 10.0 (Specific Work Requirements) including attendance during the training sessions, attendance on team consultation calls, scores on session recordings, scores on case conceptualizations, and audio reviews as well as other data required by LACDMH.
- 3.4.2 Contractor must develop DBT outcome measures for each training cohort to ensure Clinicians are meeting training objectives. The DBT outcome measures must be submitted to the LACDMH staff for review prior to the start of each cohort.

# 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Work Order using the quality assurance procedures as defined in, Paragraph 8.14 (County's Quality Assurance Plan) of the MHSA Master Agreement.

# 4.1 Meetings

**4.1.1** Contractor will attend all scheduled meetings as necessary.

# 4.2 Work Order Discrepancy Report

- **4.2.1** Verbal notification of a Work Order discrepancy will be made to the Contractor as soon as possible whenever a discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by LACDMH and the Contractor.
- **4.2.2** LACDMH will determine whether a formal Work Order Discrepancy Report will be issued. Upon receipt of this document, the Contractor is required to respond in writing to LACDMH within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 4.2.3 Contractor will submit a plan for correction of all deficiencies identified in the Work Order Discrepancy Report to LACDMH within ten (10) business days of Contractor acknowledging the reported discrepancies.

# 4.3 County Observations

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

#### 5.0 DEFINITIONS

- **Cohort:** For the purposes of this SOW, a cohort is a group of trainees who go through the full DBT training process together.
- **5.2** Day(s): Business Day(s) unless otherwise specified.
- **DBT Team Leader:** A clinician or group of clinicians that are identified to lead the DBT Team. The DBT Team Leader may or may not be a supervising staff member.

- Each DBT Team is required to have at least one identified DBT Team Leader prior to starting a DBT Team and/or attending a cohort. DBT Team Leaders must see clients and carry a caseload.
- 5.4 <u>DBT</u>: An evidence-based practice that serves individuals ages 13 and up who have, or may be at risk for, symptoms related to emotional dysregulation. This emotional dysregulation can result in the subsequent adoption of impulsive and problematic behaviors, including suicidal ideation. DBT incorporates a wide variety of treatment strategies including chain analysis, validation, dialectical strategies, mindfulness, contingency management, skills training, and acquisition (i.e., core mindfulness, emotion regulation, interpersonal effectiveness, distress tolerance and self-management), crisis management, and team consultation.
- **5.5 <u>DBT Practitioner</u>**: Clinical staff that are licensed or waivered to provide therapeutic services and trained in DBT.
- **EBP**: An Evidence Based Practice (EBP) is a group of activities for which there is scientific evidence consistently showing improved mental health outcomes for the intended population, including, but not limited to, scientific peer-reviewed research using randomized clinical trials.
- **Mental Health Clinician:** a staff member who is licensed or registered and accruing supervised professional experience hours toward licensure with the Board of Behavioral Science (BBS), Board of Psychology (BOP) or other accredited licensure board to provide clinical services.
- 5.8 Mental Health Services Act (MHSA): California's voters passed Proposition 63 in the November 2004 General Election. Proposition 63 promised to greatly improve the delivery of mental health services and treatment across the State of California.
- **5.9 Non-clinical Staff:** Non-clinical staff (e.g. case managers, clerical staff, and peer support providers) that are not licensed or waivered to provide therapeutic services.
- **5.10** Non-DBT Practitioner: LAC DCFS, Probation Department and DMH staff that are not on a DBT team.
- **5.11** Program Manager/Supervisor: Staff in a leadership position over a DMH Direct Operated or Legal Entity Clinic.
- **5.12** <u>Virtual Training</u>: Live training conducted by a trainer in an online virtual platform such as Zoom or Microsoft Teams.

# 6.0 RESPONSIBILITIES

LACDMH's and the Contractor's responsibilities are as follows:

# LACDMH

#### 6.1 Personnel

LACDMH will administer the Work Order according to Exhibit D (County's Administration) of Appendix A – Sample Work Order. Specific duties will include:

- **6.1.1** Monitoring the Contractor's performance in the daily operation of this Work Order.
- **6.1.2** Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- **6.1.3** Facilitating meetings as needed to provide technical assistance to Contractor regarding data collection and invoicing.
- **6.1.4** Preparing Amendments in accordance with Paragraph 8.1 (Amendments) of the MHSA Master Agreement.

#### 6.2 INTENTIONALLY OMITTED

#### CONTRACTOR

# 6.3 Project Manager

- 6.3.1 Contractor must provide a full-time Project Manager and designated alternate. County must have access to the Contractor's Project Manager during regular business hours. Contractor will provide a telephone number and e-mail where the Project Manager and/or alternate may be reached between the hours of 8:00 a.m. and 5:00 p.m. Pacific Standard Time (PST) Monday through Friday. The Project Manager or designated alternate will respond to all work-related inquiries within 24-hours or the next business day.
- **6.3.2** Project Manager will act as a central point of contact with LACDMH. Contractor will notify LACDMH in writing within five (5) days of any change in name, contact information (e.g., phone number and email address), of the Project Manager and alternate.
- **6.3.3** Project Manager and alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Work Order. Project Manager and alternate must be able to effectively communicate, in English, both orally and in writing.

#### 6.4 Personnel

- **6.4.1** Contractor will assign a sufficient number of staff to perform the required work.
- **6.4.2** Contractor will be required to background check their staff as set forth in Paragraph 7.5 (Background and Security Investigations), of the MHSA Master Agreement.

# 6.5 Materials and Equipment

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

# 6.6 Contractor Staff Training

- 6.6.1 Contractor must provide training programs for all new employees and continuing in-service training for all staff that provide services through this Work Order.
- All staff must be trained in their assigned tasks and in the safe handling of Protected Health Information (PHI).
- 6.6.3 Contractor will provide mandatory training for all staff that provide services through this Work Order as required by Federal and State law, including but not limited to, Health Insurance Portability and Accountability Act (HIPPA), Sexual Harassment, and Cybersecurity.
- **6.6.4** Contractor will document and make available upon request the type and number of hours of training provided to staff.

#### 6.7 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m., PST Monday through Friday, by at least one (1) staff member who can respond to inquiries which may be received about the Contractor's performance of the Work Order. When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service within 24 hours of receipt of the call.

# 7.0 HOURS/DAY OF WORK

The Contractor is not required to provide services on <a href="County-recognized holidays">County-recognized holidays</a>.

#### 8.0 WORK SCHEDULES

- **8.1** Contractor will submit staff work schedules to LACDMH upon request. Work schedules will be set on an annual calendar identifying all the required and ongoing tasks and task frequencies. The schedules will list the time frames by day of the week the tasks will be performed.
- 8.2 Contractor will submit revised staff work schedules when actual performance differs substantially from planned performance. All revisions will be submitted to LACDMH for review and approval within 10 working days prior to changes.

#### 9.0 INTENTIONALLY OMITTED

# 10.0 SPECIFIC WORK REQUIREMENTS

#### 10.1 DBT TRAININGS

Contractor shall provide trainings to 3 training cohorts. Each of the 3training cohorts will consist of the following:

# 10.1.1 Dialectical Behavioral Therapy – Initial Training (6 hours each day)

A. 3, 3-day Initial DBT Trainings per cohort.

- **B.** 3 cohorts for a total of 180 trainees.
- **C.** Each trainee attending the Introductory training will receive the following three sets of manuals within two (2) weeks after completion of the initial training:
  - 1. DBT Skills Training Handouts and Worksheets (second edition).
  - 2. DBT Skills Training Manual.
  - **3.** Cognitive Behavioral Treatment of Borderline Personality Disorder (BPD).

# 10.1.2 Dialectical Behavioral Therapy – Booster Training (6 hours each)

- **A.** 2,1-day booster trainings per cohort.
- **B.** 3 cohorts for a total of 180 trainees during the contract period.

# 10.1.3 Dialectical Behavioral Therapy – One-day training for non-clinical staff (6 hours each)

- **A.** 2, 1-day trainings per cohort.
- **B.** 2 cohorts for a total of 120 trainees during the contract period.

# 10.1.4 Dialectical Behavioral Therapy – One-day Training for Program Managers/Supervisors (6 hours each training)

- **A.** 3, 1-day trainings per cohort.
- **B.** 3 cohorts for a total of 90 LACDMH and contracted agency trainees.

# 10.1.5 DBT Concepts for Non-DBT Practitioners (6 hours)

- **A.** 2, 1-day training on DBT concept for trainees.
- **B.** Up to 120 trainees in total.

# 10.1.6 Technical Assistance Calls (A Minimum of 55-minutes per call)

# 10.1.6.1 Introductory Training Technical Assistance Calls: (624 total units)

8 call groups consisting of 8 - 10 trainees, per cohort (8 call groups x 3 cohorts = 24 x 26 required calls = 624 total units).

# 10.1.6.2 Call Group for Existing Clinicians: (78 total units)

1 call group of 8-10 trainees, per cohort for a total of 78 units (3 call groups x 26 required calls = 78 total units).

# 10.1.6.3 DBT Team Leader Assistance Calls: (60 total units)

Ongoing support for current Team Leaders consisting of 1 call group of 8 trainees per cohort. (3 call groups x 20 required calls = 60 total units).

#### 10.1.6.4 Consultation Group Assistance Calls: (25 total units)

1 monthly call for 8 consultants and 2 lead consultants for 12 months for a total of 24 units plus 1 additional call for new consultant training and research updates for a total of 25 units.

# 10.1.7 Contractor Staff Reviews (Clinical Audio Sessions and Case Conceptualization Reviews)

# 10.1.7.1 Clinical Audio Session Recording Reviews (720 total Reviews)

Review of 3 session recordings for 180 trainees. If a trainee does not pass, a fourth recording may be reviewed for a maximum of 720 reviews.

# 10.1.7.2 Case Conceptualization Reviews (540 Total Units)

Review of 2 Case Conceptualizations for 180 trainees. If a trainee does not pass, a third recording may be reviewed for a maximum of 540 case conceptualization reviews.

#### 10.1.8 Webinars

# 10.1.8.1 DBT Team Leader Orientation (Three Total Units)

1, 3-hour introductory webinar for new DBT Team Leaders per cohort for a total of 3 webinars (1 webinar x 3 Cohorts).

# 10.2 TEAM LEADER TRAINING:

10.2.1 Contractor will also provide consultative services to 20 DBT Team Leaders which will focus on the supervision of clinicians providing DBT services. Once trained to competency, these Team Leaders will provide ongoing DBT team leadership and consultation to clinicians already trained in DBT at their own agency.

# 10.2.2 Team Leader training will consist of:

- **A.** 1, 1-day (6 hour) training.
- **B.** LACDMH will provide manuals within 2 weeks after the final day of the training.

#### 10.2.3 Technical Assistance Calls:

Technical Assistance calls for 1 cohort consisting of 20 Team Leaders with 4-5 trainees on each call (4 calls per week x 12 weeks = 48 total technical assistance calls).

# 10.2.4 Clinical Session Reviews:

Review of 2 audio recordings for 20 trainees or a total of 40 reviews.

# 10.2.5 Case Conceptualization Reviews:

Review of 2 Case Conceptualizations and 1 Personal Supervisory Model for 20 trainees; total of 60 reviews.

(20 x 2 Case Conceptual review = 40; 20 x 1 Personal Supervisory Model review = 20; 40 Case Conceptualizations + 20 Personal Supervisory Model = 60 total reviews)

# 10.3 DBT Summit Enhancement Training

Contractor will host 1 virtual DBT Summit during the contract term for existing DBT clinicians to learn about new topics in DBT research, best practices, and how to reconnect to the work and prevent burnout.

# 10.3.1 DBT Summit training will consist of:

One, 6-hour training for up to 120 trainees.

# 10.3.2 DBT Concept Training for Non-DBT practitioners

Three, 1-day trainings on "DBT concept for non-DBT practitioners" for up to 60 trainees.

- 10.4 Contractor will schedule and lead group technical assistance follow-up calls. Each group shall consist of 8 10 participants per group and shall participate in 26 technical calls. Each call shall be a minimum of 55 minutes; Contractor will authenticate the identity of all call participants prior to discussing any Personal Health Information (PHI) on calls.
  - **10.4.1** Contractor will obtain and document all required permissions when recording calls containing PHI in accordance with applicable state and federal laws.
  - 10.4.2 Contractor will ensure that the minimum necessary amount of PHI is discussed during calls, adhering to the 'Minimum Necessary Rule' as outlined in Health Insurance Portability and Accountability Act (HIPAA) regulations.
  - **10.4.3** Contractor will report any potential breaches or incidents involving PHI during call handling to the LACDMH Department Information Security Officer (<a href="mailto:app-diso-LACDMH@lacounty.gov">app-diso-LACDMH@lacounty.gov</a>) within 48 hours of discovery.
- 10.5 Contractor will schedule one booster training two months post initial training, and a second booster training one month post the first booster training; and
- 10.6 For all Clinicians that complete all portions of the DBT training, Contractor will review and score a one-hour audio recording of a DBT session between a trained clinician and a client.
  - **10.6.1** The specific digital recorder and software used to download audio files will be pre-approved by the LACDMH Security Division for HIPAA compliance.
- **10.7** Contractor must have threshold language capabilities for rating session recordings and providing culturally competent rating of case conceptualizations in the

- following languages: Spanish, Farsi, Arabic, Korean, Japanese, Mandarin Chinese, Cantonese Chinese.
- **10.8** Contractor must utilize transparent, readily available, and sustainable measures to assess basic therapeutic competency in DBT as approved by LACDMH.
- **10.9** Contractor must utilize transparent, readily available, and sustainable measures to assess basic case conceptualization capabilities in DBT as approved by LACDMH.
- **10.10** Contractor must be able to provide online DBT skills training for teams to complete prior to the initial training.

# 10.11 Virtual Training Environment

Contractor's virtual training environments must be HIPAA compliant to protect the privacy and security of PHI shared or discussed during training sessions.

- **10.11.1** Contractor will provide access to all online trainings for DBT to all trainees.
- 10.11.2 Contractor's web-based portal will undergo a security audit by LACDMH Information Technology Security Division to ensure HIPAA compliance before it is used for training.
- **10.11.3** Contractor will provide end-to-end encryption for any and all data transmissions that may contain PHI.
- **10.11.4** Contractor's shared folder(s) used to store training information must be encrypted at rest; e.g. cloud storage, data storage, file hosting, etc.

# 11.0 GREEN INITIATIVES

- **11.1** Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- **11.2** Contractor must notify County's Project Manager of Contractor's new green initiatives prior to Work Order commencement.

#### 12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, Attachment 2 of this Exhibit A, listing required services and deliverables that will be monitored by the County during the term of this Work Order is an important monitoring tool for the County.

All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Work Order 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 Work Order, and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Work Order and the SOW and this PRS, the meaning apparent in the Work Order and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Work Order and the SOW, that apparent service will be null and void and place no requirement on Contractor.

# **WORK ORDER DISCREPANCY REPORT**

| Date: Click or tap here to enter text.           |   | Contractor Response Received: Click or tap here to enter text. |  |
|--|---|--|--|
| Contractor: Click or tap here to enter text.     | Contractor No. Click or tap here to enter text. | County's Project Manager: Click or tap here to enter text.     |  |
| Contact Person: Click or tap here to enter text. | Telephone: Click or tap here to enter text.     | County's Project Manager Signature:                            |  |
| Email: Click or tap here to enter text.          |   | Email: Click or tap here to enter text.                        |  |

A work order discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Work Order Discrepancy Report by the date specified may result in the deduction of damages.

|     |                                  |                                  | County Use Only                        |  |  |
|-----|----------------------------------|----------------------------------|--|--|--|
| No. | Work Order Discrepancy           | Contractor's Response*           | Date<br>Correction<br>Due              | Date<br>Completed                      | Approved                               |
| 1   | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap<br>here to<br>enter text. | Click or tap<br>here to<br>enter text. | Click or tap<br>here to<br>enter text. |
| 2   | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap<br>here to<br>enter text. | Click or tap<br>here to<br>enter text. | Click or tap<br>here to<br>enter text. |
| 3   | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap<br>here to<br>enter text. | Click or tap<br>here to<br>enter text. | Click or tap<br>here to<br>enter text. |

<sup>\*</sup>Use additional sheets if necessary

|            |                                       | Click or tap here to enter text. |  |
|------------|---------------------------------------|----------------------------------|--|
|            | Contractor's Representative Signature | Date Signed                      |  |
| Additional |                                       |                                  |  |
| Comments:  | Click or tap here to enter text.      |                                  |  |
|            |                                       |                                  |  |
|            |                                       |                                  |  |

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| SPECIFIC<br>PERFORMANCE<br>REFERENCE       | REQUIRED<br>SERVICE   | COUNTY MONITORING METHOD CONTRACTOR WILL PROVIDE  | DUE DATE  |
|--|---|---|---|
| SOW: Section 3.0                           | Quality Control<br>Plan for services<br>listed in this SOW        | Quality Control Plan.   | Upon Work Order execution   |
| SOW: Section 10.1.1                        | Dialectical<br>Behavioral<br>Therapy – Initial<br>Training        | Attendance reports in Microsoft Excel including training dates, trainee's full names and organization name.                                 | 15 <sup>th</sup> calendar day of the month following the month of service |
| SOW: Section 10.1.2                        | 10.1.2 Dialectical<br>Behavioral<br>Therapy – Booster<br>Training | Attendance reports in Microsoft Excel including training dates, trainee's full names and organization name.                                 | 15 <sup>th</sup> calendar day of the month following the month of service |
| SOW: Sections 10.1.3,<br>10.1.4 and 10.1.5 | Dialectical<br>Behavioral<br>Therapy –<br>Additional<br>Trainings | Attendance reports in Microsoft Excel including training dates, trainee's full names and organization name.                                 | 15 <sup>th</sup> calendar day of the month following the month of service |
| SOW: Section 10.1.6 and 10.2.3             | Technical<br>Assistance Calls                                     | Technical call attendance reports in Microsoft Excel including consultant full name, call dates, trainee's full name and organization name. | 15 <sup>th</sup> calendar day of the month following the month of service |
| SOW: Sections 10.1.7,<br>10.2.4 and 10.2.5 | Reviews (Clinical<br>Audio Sessions<br>and Case                   | Reports on audio sessions and case reviews in Microsoft Excel, including review completion date and trainee's                               | 15 <sup>th</sup> calendar day of the month following the month of service |

|                     | Conceptualization<br>Reviews)                                  | full names and organization name, and consultant's full name.   |   |
|---------------------|--|---|---|
| SOW: Section 10.1.8 | Webinars   | Quality Control Plan.   | 15 <sup>th</sup> calendar day of the month following the month of service |
| SOW: Section 10.2   | DBT Team Leader<br>Training                                    | Attendance reports in Microsoft Excel including training dates, trainee's full names and organization name. | 15 <sup>th</sup> calendar day of the month following the month of service |
| SOW: Section 10.3   | DBT Summit and<br>DBT for Non-DBT<br>Practitioners<br>Training | Attendance reports in Microsoft Excel including training dates, trainee's full names and organization name. | 15 <sup>th</sup> calendar day of the month following the month of service |