



34723

SUB-AWARD AGREEMENT

BY AND BETWEEN LOS ANGELES COUNTY

HEALTH AGENCY

AND

THE CITY OF LONG BEACH

FOR THE

LOS ANGELES COUNTY LAW ENFORCEMENT ASSISTED

DIVERSION (LEAD) PROGRAM

**SUB AWARD AGREEMENT PROVISIONS
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**SUB-AWARD AGREEMENT FOR
THE LOS ANGELES COUNTY LAW ENFORCEMENT ASSISTED DIVERSION PROGRAM
(LEAD)**

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34723

**SUB-AWARD AGREEMENT
BY AND BETWEEN LOS ANGELES COUNTY HEALTH AGENCY
AND THE CITY OF LONG BEACH
FOR THE
LOS ANGELES COUNTY LAW ENFORCEMENT ASSISTED
DIVERSION (LEAD) PROGRAM**

This Sub-Award Agreement, with Exhibits, is made and entered into this 1st day of May, 2017, by and between the County of Los Angeles, hereinafter referred to as "County", and the City of Long Beach, a municipal corporation, by and through the Long Beach Police Department and the Long Beach City Prosecutor's Office, hereinafter collectively referred to as "City" or "Agreement Partner".

RECITALS

WHEREAS, in 2016, 112,852 inmates were in custody and 67,233 of them were booked on narcotics charges and many of these people cycle repeatedly through the criminal justice system; and

WHEREAS, many of these people are homeless, have a substance abuse disorder, and/or suffer from mental illness; and the parties believe that providing services to such people as part of a pre-booking diversion program may have the effect of improving public safety, public health or public order in affected communities, in addition to improving the quality of life for those diverted; and

WHEREAS, the County desires to improve public safety and public order by reducing future criminal behavior by low-level drug offenders and prostitutes in its communities; and

WHEREAS, the Los Angeles Board of Supervisors established the Office of Diversion and Re-Entry (ODR) within the Los Angeles County Health Agency which is responsible for the oversight and coordination of County-wide diversion efforts; and

WHEREAS, coordination, collaboration and communication among key stakeholders partners and resources is critical to the development, implementation and success of a LEAD program; and

WHEREAS, a program like LEAD, that provides these individuals with social services for housing, healthcare, job training, mental health treatment and support, may cost less and provide better crime reduction, public health and safety results than processing them through traditional criminal justice system avenues; and

WHEREAS, the State of California Board of State and Community Corrections has made a grant award of \$5.9 million to the County of Los Angeles to establish, operate and evaluate a LEAD program to improve public safety and reduce recidivism by diverting low level drug and prostitution offenders away from the criminal justice system into intensive community-based social services; and

WHEREAS, the City is partnering with the County in its LEAD Program and will receive funding from the grant award to provide resources and staffing for the LEAD Project from the Long Beach Police Department and the Long Beach City Prosecutor's Office; and

NOW THEREFORE, by this Sub-award Agreement the parties hereby agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, and D are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Sub Award Budget
- 1.3 EXHIBIT C - County's Administration
- 1.4 EXHIBIT D - Agreement Partner's Administration

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Agreement:** This contract executed between the Los Angeles County Health Agency and the City of Long Beach. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Agreement Partner:** City of Long Beach
- 2.3 BSCC:** California Board of State and Community Corrections
- 2.4 County Project Director:** Person designated by County with authority for County on administrative matters relating to this Agreement that cannot be resolved by the Facility's Project Manager.
- 2.5 County Project Manager:** Person designated by Facility's Project Director to manage the operations under this Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 DHS:** Los Angeles County Department of Health Services
- 2.8 Director:** Director of Health Services or his/her authorized designee.
- 2.9 DMH:** Los Angeles County Department of Mental Health
- 2.10 DPA:** Drug Policy Alliance
- 2.11 County Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Grant Period:** The period for which the California Board of State and Community Corrections has awarded Los Angeles County a grant to operate and evaluate a LEAD program. Currently the period is from April 21, 2017 through June 30, 2019.
- 2.13 ICMS:** Intensive Case Management Services
- 2.14 IIP:** Individual Intervention Plan—addresses behavioral health needs underlying the participants' criminal activity. The IIP includes a

plan for long-term supportive housing, substance use treatment, mental and physical health services, and other stabilizing supports.

- 2.15 KSPC:** Key Stakeholders' Policy Committee
- 2.16 LACHP:** Los Angeles Community Health Project
- 2.17 LARRP:** Los Angeles Regional Reentry Program
- 2.18 LASD:** Los Angeles County Sherriff's Department
- 2.19 LBPd:** Long Beach Police Department
- 2.20 LEAD:** Law Enforcement Assisted Diversion
- 2.21 LEAD Case Manager:** Conducts enrollment, triage, needs assessment, and planning with program participants.
- 2.22 LEAD Coordinator:** Law Enforcement Officers that proactively patrol in the target area to locate and contact suitable candidates for the LEAD program. LEAD Coordinators complete pre-screenings with potential candidates for LEAD, who then contact a Lead Case Manager for a meeting with the prospective candidate.
- 2.23 LEAD Program Manager:** Staff member of the Office of Diversion and Reentry. Oversees the implementation of LEAD.
- 2.24 LEO:** Law Enforcement Official
- 2.25 ODR:** Office of Diversion and Reentry
- 2.26 OWG:** Operational Workgroup—includes LEAD Case Managers and other service providers as needed including, LASD, LBPd officers and commander, Los Angeles County District Attorney, and the Long Beach City Prosecutor LEAD Program Manager.

3.0 WORK

- 3.1** Pursuant to the provisions of this Agreement, the Agreement Partner shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Agreement Partner provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement,

the same shall be deemed to be a gratuitous effort on the part of the Agreement Partner, and the Agreement Partner shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

The term of this Agreement shall be 2 years and 2 months, commencing May 1, 2017, through June 30, 2019, as authorized by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

5.1 The Maximum Amount of this Agreement shall not exceed Six Hundred Ninety Eight Thousand, Seven Hundred Dollars (\$698,700), as distributed to the Long Beach City Prosecutor's Office and the Long Beach Police Department in accordance with Exhibit B, for the term of this Agreement as set forth in Paragraph 4.0 – Term of Agreement, above.

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

5.3 Invoices and Payments

5.3.1 The Agreement Partner shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Agreement Partner shall prepare invoices, which shall include the charges owed to the Agreement Partner by the County under the terms of this Agreement. The Agreement Partner's payments shall be as provided in Exhibit B – Sub Award Budget, and the Agreement Partner shall be paid only for the tasks, deliverables, goods, services, and other work approved in

writing by the County. If the County does not approve work in writing no payment shall be due to the Agreement Partner for that work.

- 5.3.2 The Agreement Partner's invoices shall be priced in accordance with Exhibit B – Sub Award Budget.
- 5.3.3 The Agreement Partner's invoices shall contain the payroll end dates, names of employees, hours worked, and labor costs.
- 5.3.4 The Agreement Partner shall submit the quarterly invoices to the County 35 days after the close of each quarter.
- 5.3.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

313 N. Figueroa Street, Suite 132

Los Angeles, CA 90012

Attn: Shoshanna Scholar

5.3.6 County Approval of Invoices

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

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit C - County's Administration. The County shall notify the Agreement Partner in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Agreement Partner in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

6.2.1 Responsibilities of the County's Project Manager include:

- meeting with the Agreement Partner's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Agreement Partner.

6.2.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF AGREEMENT - AGREEMENT PARTNER

7.1 Agreement Partner's Project Manager

7.1.1 The Agreement Partner's Project Manager is designated in Exhibit D - Agreement Partner's Administration. The Agreement Partner shall notify the County in writing of any change in the name or address of the Agreement Partner's Project Manager.

7.1.2 The Agreement Partner's Project Manager shall be responsible for the Agreement Partner's day-to-day activities as related to this Agreement and shall coordinate with Facility's Project Manager and Facility's Project Monitor on a regular basis.

7.2 Agreement Partner's Authorized Official(s)

7.2.1 Agreement Partner's Authorized Official(s) are designated in Exhibit D. Agreement Partner shall promptly notify County in writing of any change in the name(s) or address(es) of Agreement Partner's Authorized Official(s).

7.2.2 Agreement Partner represents and warrants that all requirements of Agreement Partner have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Agreement Partner.

7.3 Confidentiality

- 7.3.1 Agreement Partner and County shall maintain confidentiality of records in accordance with all applicable Federal, State and local laws.
- 7.3.2 Agreement Partner and County shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then, upon mutual agreement of both parties, executed by the Agreement Partner's authorized designee and by the Board of Supervisors or its authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Agreement Partner's authorized designee and by the Director or his/her designee, in accordance with the terms of Section 8.1.1 of this Agreement.
- 8.1.3 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the right to require the addition or modification of such provisions as required by law or regulation to preserve this Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Agreement Partner's authorized designee and by the

Director or his/her designee, in accordance with the terms of Section 8.1.1 of this Agreement.

8.2 AUTHORIZATION WARRANTY

The Agreement Partner represents and warrants that the person executing this Agreement for the Agreement Partner is an authorized agent who has actual authority to bind the Agreement Partner to each and every term, condition, and obligation of this Agreement and that all requirements of the Agreement Partner have been fulfilled to provide such actual authority.

8.3 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

In the performance of this Agreement, Agreement Partner shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.4 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.4.1 The Agreement Partner hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.4.2 If the County finds that any provisions of this Sub-paragraph 8.4 have been violated, such violation shall constitute a material breach of this Agreement upon which

the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Agreement Partner has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Agreement Partner has violated the anti-discrimination provisions of this Agreement.

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

8.5 CONFLICT OF INTEREST

8.5.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Agreement Partner or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Agreement Partner who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.5.2 The Agreement Partner shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Agreement Partner warrants that it is not now aware of any facts that create a conflict of interest. If the Agreement Partner hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a

complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.6 FACSIMILE REPRESENTATIONS

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

8.7 FAIR LABOR STANDARDS

The Agreement Partner shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Agreement Partner's employees for which the County may be found jointly or solely liable.

8.8 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Agreement Partner agrees that for a period of five (5) years following the furnishing of services under this Agreement, Agreement Partner shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Agreement Partner which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Agreement Partner carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Agreement Partner agrees that each such subcontract

shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.9 FORCE MAJEURE

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

8.9.2 Notwithstanding the foregoing, a default by a subcontractor of Agreement Partner shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Agreement Partner and such subcontractor, and without any fault or negligence of either of them. In such case, Agreement Partner shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Agreement Partner to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.9.3 In the event Agreement Partner's failure to perform arises out of a force majeure event, Agreement Partner agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.10 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.11 INDEPENDENT CONTRACTOR STATUS

- 8.11.1 This Agreement is by and between the County and the Agreement Partner and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Agreement Partner. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.11.2 The Agreement Partner shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Agreement Partner.
- 8.11.3 The Agreement Partner understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Agreement Partner and not employees of the County. The Agreement Partner shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Agreement Partner pursuant to this Agreement.
- 8.11.4 The Agreement Partner shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.12 INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other, its Special Districts, elected and appointed officers, employees, agents and volunteers 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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the indemnitees.

8.13 NON EXCLUSIVITY

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

8.14 NOTICE OF DELAYS

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

8.15 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and may either be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C – County’s Administration and D - Agreement Partner’s Administration, or may be provided electronically. Addresses may be changed by either party giving ten (10) days’ prior written notice thereof to the other party.

8.16 PROCESS FOR RESOLUTION OF DISPUTES AND TERMINATION

8.16.1 The Parties shall use their best efforts to resolve disputes under this Agreement by submission of the dispute to the Agreement Partner’s authorized designee and the County’s authorized designee. If a dispute cannot be resolved at this administrative level, the Parties may mutually agree to utilize an alternative dispute resolution (ADR) process such as arbitration, mediation, or other recognized ADR process for settling a dispute.

8.16.2 Notwithstanding any provision herein, either Party may terminate this Contract for default. For purposes of this sub-section 8.16.2, “default” means a material failure on the part of either Party to perform its obligations under this Agreement such that a reasonable person would consider that Party to be in default.

An Initial Notice of Default shall be submitted in writing to the defaulting Party as soon as reasonably possible from the time of discovery of the default. The Notice shall inform the defaulting Party that it has forty-eight (48) hours to respond to the Notice issued and to demand in writing an informal conference to meet and confer for resolving the alleged default. Upon receipt of a Demand in writing, the non-defaulting Party shall schedule a meet and confer conference within thirty (30) days.

The defaulting Party shall have up to fifteen (15) days following the meet and confer conference to cure the alleged default, if the matter was not resolved during the conference, provided, however, should the cure require more than 15 days, the defaulting Party shall have a reasonable period of time to cure the default, provided the defaulting Party commences the cure within the 15-day period and continues diligently to prosecute the cure.

If the Party against whom default is alleged does not cure the default during the process prescribed above, the non-defaulting Party may give a written Notice of Termination and Default to the defaulting Party, which shall include any effective date of termination. Upon the effective date, the Parties shall discontinue any duties and obligations under this Agreement.

8.16.3 Notwithstanding any provision herein, the County shall terminate this Agreement based upon non-appropriation of funds by providing written notice to the Agreement Partner no later than seventy-two (72) hours after the County learns of said unavailability of funding and County shall provide Agreement Partner with its effective date of termination. If County terminates for unavailability of funds, County shall pay Agreement Partner for work actually performed on or before the effective date of termination, and reasonable costs and expenses Agreement Partner must necessarily incur as a direct result of early termination of the Agreement.

8.16.4 Neither Party shall be liable for costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of that Party. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or

Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of that Party.

8.16.5 The rights and remedies of the Parties provided in this Sub-paragraph 8.16 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.17 VALIDITY

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

8.18 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

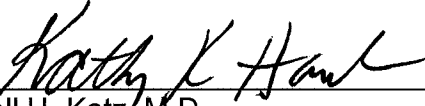
8.19 WARRANTY AGAINST CONTINGENT FEES

8.19.1 The Agreement Partner warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Agreement Partner for the purpose of securing business.

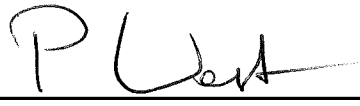
8.19.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.


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

COUNTY OF LOS ANGELES


By 
Mitchell H. Katz, M.D.
Director of Health Services

CITY OF LONG BEACH, a municipal corporation

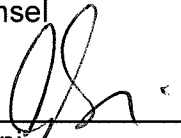
By 
Patrick H. West
City Manager

By 
Douglas P. Haubert
City Prosecutor

APPROVED AS TO FORM:
Charles Parkin, City Attorney

By  8/9/17
Monica J. Kilaita
Deputy City Attorney

APPROVED AS TO FORM:
Mary C. Wickham
County Counsel

By 
Amy Naamani
Principal Deputy County Counsel

**SUB-AWARD AGREEMENT BY AND BETWEEN
LOS ANGELES COUNTY HEALTH AGENCY AND THE CITY OF LONG BEACH
For Services from May 1, 2017 through June 30, 2019**

STATEMENT OF WORK

1. BACKGROUND AND PROJECT DESCRIPTION

The Los Angeles County Law Enforcement Assisted Diversion ("LEAD") program is a result of a unique partnership between the County of Los Angeles and the City of Long Beach. The partners in the LEAD Project include the Los Angeles County Office of Diversion and Re-entry, Sherriff's Department, District Attorney, Public Defender, Alternate Public Defender, Probation, Housing for Health, Department of Public Health, Department of Mental Health ("DMH") and the City of Long Beach, including the Long Beach Police Department, the Long Beach City Prosecutor and community organizations and members.

The Los Angeles County LEAD program is a community based diversion program that aims to reduce recidivism and increase public safety by providing eligible individuals at high risk of recidivism for narcotics and/or prostitution offenses, with housing, substance use and health treatment and other supportive services to address their unmet behavioral health needs.

A geographic area in South Los Angeles around the 105 and 710 Freeway along the Long Beach Boulevard corridor comprised of the communities of Lynnwood, Compton, Long Beach and unincorporated Los Angeles County, was identified as an area that would benefit from a LEAD Program. The need for a LEAD program in this geographic area was identified in a series of public planning meetings chaired by ODR between August and December, 2016. Attendees included representatives from law enforcement, prosecutors, the defense bar, County Mental Health and Public Health Departments, the Cities of Los Angeles and Long Beach, health and substance use treatment providers and other community program providers.

The group reviewed County-wide law enforcement arrest data and created a short list of potential sites with concentrations of narcotics and prostitution related arrests. The criteria for site selection were that it needed to have behavioral health, supportive housing and harm reduction services, and supportive prosecutorial and law enforcement agencies. Additionally the planning group was looking for a location small enough to allow meaningful engagement with intended participant populations and strong coordination and implementation among project partners.

The Long Beach Boulevard corridor area met the above criteria and was determined to be an ideal pilot site as Long Beach Boulevard is a major thoroughfare stretching from Los Angeles to Long Beach. Following the construction of major freeways in the mid-20th century, including Interstate-710, neighborhoods surrounding Long Beach Boulevard experienced significant economic decline due to the diversion of travelers from Long Beach Boulevard to the freeways. This economic downturn fostered urban blight, social disorganization, and criminal activity including an open air drug market, which in turn

created an influx of users who have turned to prostitution to support their addiction. The proposed catchment area for the Los Angeles County LEAD Program, focuses on a 4.2 mile strip within the City of Lynwood, City of Compton and City of Long Beach and is known on the streets as “The Boulevard Tracks.”

“The Boulevard Track” crosses three cities and is patrolled by two major law enforcement agencies and two prosecutorial agencies. Drug users and sellers who frequent “The Boulevard Track” do not recognize these jurisdictional boundaries, and are further emboldened by law enforcement’s innate difficulties addressing problems that cross over multiple jurisdictions.

Every major metropolitan area has open air drug markets and “Track”-like areas that thrive in jurisdictional vagaries. “The Boulevard Track” is not unique to Los Angeles County or California, at large. In the Los Angeles County LEAD Program, the largest law enforcement agency in Los Angeles County, the Los Angeles County Sheriff’s Department, and the second largest municipal police department in Los Angeles County, the Long Beach Police Department, will collaborate to address the host of issues that plague the proposed catchment area. This collaborative model amongst law enforcement agencies can be recreated to address similar issues afflicting jurisdictions across the state.

In the Los Angeles County LEAD program, Law Enforcement Officers from the Long Beach Police Department and the Los Angeles Sherriff’s Department will identify 300 eligible people with histories of repeated incarceration for behavioral health motivated crimes and offer them, in lieu of arrest, an opportunity to participate in a harm reduction and Housing First case management program. Participating individuals will be offered intensive case management services immediately. Their case managers will secure bridge and long term supportive housing, and will coordinate health services including, mental health, substance use treatment services and other stabilizing support as necessary.

2. CITY OF LONG BEACH RESPONSIBILITIES

Long Beach City Prosecutor’s Office (LBCP)¹

- Monitor whether participants complete intake interview within 30-days.
- File criminal charges if participants do not complete intake interview and otherwise meets criminal filing standards.
- Identify non-LEAD pending cases.
- Coordinate with other prosecutors in non-LEAD matters involving LEAD participants.
 - LBCP may assist in outreach to criminal defense attorneys and other stakeholders on these matters.

¹ Nothing in this Agreement shall be interpreted to interfere with the prosecutorial duties and powers of the Long Beach City Prosecutor as authorized by law.

Long Beach Police Department

The Long Beach Police Department ("LBPD") has committed to participate in the LEAD program on both an operational and policy level.

The LBPD will assign an experienced Investigations Bureau Field Detective who will function as the LEAD Detective on this initiative. The LEAD Detective will have experience in investigations in the proposed catchment area, known as "The Boulevard Track". The LEAD Detective will be knowledgeable in criminal history records, court records, California State's drug laws, search and seizure case law, and is a court certified expert in narcotics, gangs, rehabilitation and human trafficking.

The LBPD LEAD Detective may be supported, as needed, by additional field detectives, a sergeant and a lieutenant that will function as the initial LEAD "beta working group" and will receive additional focused training on the LEAD referral process. This "beta working group" will be members of the Operational Work Group and work directly with the group and other partner providers. LBPD agrees to work with the independent evaluator, including in collecting and sharing data (to the extent permitted by law)". At an LBPD administrative level, an investigation bureau lieutenant shall serve on the Key Stakeholder Policy Committee.

Policies, procedures and operational instruments: In collaboration with LASD, develop policies and procedures for LEAD participant engagement, referral data collection instruments, and share with Operational Work Group for feedback. Provide feedback to operational work group partner on policies and procedures development and refinement.

Training: With support from LEAD Bureau staff, LASD and other Operational Work Group partners, develop training curriculum including evaluation collection instrument. Identify LEAD LBPD trainer and prepare them for delivering training to LBPD. Revise training based on feedback from training participant evaluations, LEAD Bureau and partners.

Data collection and sharing: Collect and retain referral information records. Share pertinent details in operational group and in TBD data sharing platform.

Reporting: Provide data as needed for BSCC evaluators and programmatic reports (see reporting calendar below.) In partnership with operational working group, provide updates for quarterly reports to the Key Policy Stakeholder Committee.

Referrals: Identify no less than 150 LEAD candidates to participate in LEAD¹: no less than 100 at time of arrest and no less than 50 social contact referrals. This will include conducting eligibility evaluation, acquiring candidate's consent for referral to LEAD, contacting case management provider, introducing participant to case manager.

Community Engagement: Identify opportunities to engage community members and groups. Present at community meetings about LEAD progress. Present at regional or statewide convening on LEAD program

Meetings/ Events/ Trainings: Participate in Planning meetings: bi weekly May 1, 2017 – September 30, 2017;_Operational Work Group meetings: bi weekly – October 1, 2017 – June 30, 2019; Key Stakeholder Policy Committee: quarterly June 1, 2017, September 5, 2017, future dates TBD. Participate in 2-day local training by LEAD Bureau staff, including a train the trainer session for personnel who will lead LBPD trainings in the future. Attend BSCC Orientation Meeting May 25-26, 2017 in Sacramento; attend LEAD site visit in Seattle 7/17-20, 2017.

Report calendar:

Progress Report Period	ODR Report Deadline	BSCC Report Deadline
Start – June 30	July 30	Aug 15
July 1 – September 30	October 15	November 15
October 1 – December 31	2018 - January 15	2018 - February 15
<u>2018</u>		
January 1 – March 30	April 15	May 15
April 1 – June 30	July 15	August 15
July 1 – September 30	October 15	November 15
October 1 – December 31	2019 - January 15	2019 - February 15
<u>2019</u>		
January 1 – March 30	April 15	May 15
April 1 – June 30	July 15	August 15
Final invoice		August 15

The City of Long Beach shall timely provide to County, all information and data necessary to meet the reporting requirements as established by the State of California Board of State and Community Corrections Law Enforcement Assisted Diversion Grant guidelines. County and City shall establish a schedule for data and information sharing to fulfill the BSCC reporting requirements.

3. COUNTY DEPARTMENTAL RESPONSIBILITIES

- **Los Angeles County District Attorney’s Office (DA)**
 - Monitor whether participants complete intake interview within 30-days.
 - File criminal charges if participants do not complete intake interview and otherwise meets criminal filing standards.

- Identify non-LEAD pending cases.
- Coordinate with other prosecutors in non-LEAD matters involving LEAD participants.
 - DA may assist in outreach to criminal defense attorneys and other stakeholders on these matters.
- **Los Angeles County Probation Department**
 - Commit staff time to support the LEAD program, including participation in the OWG and KSPC.
 - Submit collected data.
 - Provide support to partners collecting and sharing data to assist with legislative advocacy.
- **Department of Workforce Development, Aging and Community Service (WDACS)**
 - Staff members will represent the department on the KSPC.
 - Provide employment counseling, training, and supportive services that will help LEAD participants obtain jobs and careers that help them to become self-sufficient.
- **Department of Mental Health**
 - Collaborate with LEAD project team to facilitate admission to DMH specialty mental health services, where appropriate.
 - Provide evidence-based practices and early intervention strategies as appropriate.
- **Department of Health Services, Office of Diversion and Reentry**
 - Manage the Los Angeles County Lead program and provide supplementary funding to support LEAD program operations.
 - Convene and facilitate/participate as appropriate in OWG and KSPC meetings.
 - Work with the program's independent evaluator to collect and provide technical support to partners collecting and sharing data, to assist with legislative advocacy and fundraising.
- **Department of Health Services, Housing for Health**
 - Oversee all aspects of case management, housing, and services for LEAD program participants.
 - Provide data regarding program utilization for program participants.
- **Los Angeles County Department of Public Health, Substance Abuse Prevention and Control (SAPC)**
 - Collaborate with LEAD project team to facilitate participants' admission to SAPC substance use treatment services.
 - Along with community treatment providers, facilitate access to evidence-based substance use treatment practices.

- **Los Angeles County Department of Public Social Services**
 - Provide access to Medi-Cal registration, CalFresh Nutrition Assistance, CalWORKS Financial, Homeless Employment and Supportive Services Assistance programs, In-home Supportive Services, and General Relief.

- **Los Angeles County Public Defender and the Alternate Public Defender**
 - Provide defense resources appropriate for participants and develop, implement, and sustain LEAD.

4. PROGRAM GOALS

Goal 1: Reduce the number of low-level offenders entering/reentering the Criminal Justice System.

- Objectives—By June 29, 2019:
 - Divert 200 people to the LEAD program at the point of arrest during routine patrol or coordinated operations.
 - Divert 100 people to the LEAD program who meet eligibility criteria, but who are not at the point of arrest.

RELATED PROJECT ACTIVITIES	RESPONSIBLE STAFF/PARTNERS	START DATE	END DATE
<p>During the 12-month recruiting period², each month, Long Beach Police Department officers will identify approximately 12-13 people who meet LEAD eligibility criteria, and refer them to Intensive Case Management Services (ICMS) provider. By the end of the recruitment period, 150 people will have been referred to ICMS.</p> <p>Of the 150 referrals, 100 will be referred at the point of arrest, and 50 will be referred at a time when they are not being arrested via a social contact referral.</p> <p>Law enforcement officers will recruit new participants as necessary to receive services as case management and housing slots become available for LEAD programs.</p>	<p>Long Beach Police Department</p>	<p>10/1/17</p>	<p>9/30/18</p>

² As clients end or graduate from the program, new referrals may be requested on an as needed basis. If more than 50% of clients accept services, the number of referrals per month may be decreased until additional service slots become available.

<p>During the 12-month recruiting period, each month, Los Angeles Sheriff's Department Officers will identify 12-13 people who meet LEAD eligibility criteria, and refer them to Intensive Case Management Services (ICMS) provider. By the end of the recruitment period, 150 people will have been referred for ICMS.</p> <p>Of the 150 referrals, 100 will be referred at the point of arrest, and 50 will be referred at a time when they are not being arrested.</p> <p>Law enforcement officers will recruit new participants as necessary to receive services as case management and housing slots become available for the LEAD program.</p>	<p>Los Angeles Sheriff's Department</p>	<p>10/1/17</p>	<p>9/30/18</p>
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Goal 2: End the cycle of housing insecurity and homelessness for participants, as measured by increased stabilization in permanent housing.

- Objective—By June 29, 2019:
 - 85% or more of LEAD program participants who enter permanent housing, will remain in stable housing for at least 12 months.

RELATED PROJECT ACTIVITIES	RESPONSIBLE STAFF/PARTNERS	START DATE	END DATE
<p>Participants will be engaged in at least monthly Intensive Case Management Services post move-in to ensure housing stability and will be connected to community based mental health and substance use treatment as needed and based on harm reduction principles. Brilliant Corners will provide housing retention services on a quarterly basis.</p>	<p>Housing for Health Program Manager, case managers, Brilliant Corners</p>	<p>10/1/17</p>	<p>6/29/19</p>

Goal 3: Create a supportive environment for LEAD and *related pre-booking diversion programs by engaging communities.

- Objectives—by June 29, 2019:
 - Present regularly to community groups
 - Co-host a one-day conference in partnership with the San Francisco LEAD program.

RELATED PROJECT ACTIVITIES	RESPONSIBLE STAFF/PARTNERS	START DATE	END DATE
Each quarter, LAC LEAD partners will present at least one community meeting in the program catchment area about LAC LEAD project and progress.	LEAD Program Manager, KSPC members	10/1/17	1/1/18 4/1/18 7/1/18 11/1/18 2/1/19 5/1/19
In 2019, San Francisco and Los Angeles LEAD sites, in collaboration with the Drug Policy Alliance and the LEAD Bureau will co-host a one-day conference about LEAD highlighting the California pilot programs and looking at lessons from other LEAD programs nationally.	LEAD Program Manager, Drug Policy Alliance, KSPC members	1/1/19	6/29/19

*i Pre-booking Referrals

A person for whom the law enforcement officer has probable cause for arrest for any of the following charges and who expresses an interest in voluntarily participating in the program, consistent with SB843:

- Possession for sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption.
- Sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption.
- Possession of a controlled substance or other prohibited substance.
- Being under the influence of a controlled substance or other prohibited substance.
- Being under the influence of alcohol and a controlled substance or other prohibited substance.
- Prostitution pursuant to subdivision (b) of Section 647 of the California Penal Code.

*ii Social Contact Referrals

An individual that the law enforcement officer believes is at high risk of arrest in the future for any of the charges specified above. Additionally, the individual must meet the criteria specified below and express interest in voluntarily participating in the program. The program must have the capacity to serve the individual only after responding to pre-booking diversion referrals.

- Verification by law enforcement that the individual has had prior involvement with low-level drug activity or prostitution. Verification shall consist of any of the following:
 - Criminal history records, including, but not limited to, prior police reports, arrests, jail bookings, criminal charges, or convictions indicating that he or she was engaged in low-level drug or prostitution activity.
 - Law enforcement has directly observed the individual's low-level drug or prostitution activity on prior occasions.
 - Law enforcement has a reliable basis of information to believe that the individual is engaged in low-level drug or prostitution activity, including, but not limited to, information provided by another first responder, a professional, or a credible community member.
- The individual's prior involvement with low-level drug or prostitution activity occurred within the LEAD pilot program area.
- The individual's prior involvement with low-level drug or prostitution activity occurred within 24 months of the date of referral.
- The individual does not have a pending case in drug court or mental health court.
- The individual is not prohibited, by means of an existing no-contact order, temporary restraining order, or anti-harassment order, from making contact with a current LEAD participant.

SUB-AWARD AGREEMENT BUDGET

CONTRACT AMOUNT: The maximum amount of this Contract shall not exceed Seven Hundred Two Thousand One Hundred Eighty Dollars (\$702,180) and is broken down as follows:	
Budget Line Item	Grant Fund Dollars Allocated
*Professional Services/Public Agency Contracts	\$689,180 (Must be Non-Supplanted Funds)
Other (Travel, Training, Etc.)	\$13,000
TOTAL	\$702,180

NOTE: "Supplant" means to deliberately reduce the use of local funds because of the existence of grant funds. Board grant funds **must be used to supplement or expand existing funds for activities and services and **not replace** those funds that had been appropriated for the same purpose. Most of the questions that have arisen in past years relate to staff positions for the grant-funded project (both full and part-time positions). **One of the primary "tests" that can be used in determining whether grant-funded positions constitute supplanting is whether a county/agency/entity is realizing a savings by using grant funds to replace local funds already dedicated to supporting the position(s). If so, then this is viewed as supplanting.***

BUDGET DETAIL

1. Professional Services/Public Agency Contracts: Total grant funds allocated at \$689,180 for 26 months.

The Long Beach Police Department staff time is allocated \$489,180 to support 6 Detectives which include one (1) dedicated LEAD Detective at \$75.18/hour, one (1) Sergeant at \$93.86/hour, one (1) Lieutenant at \$108.78/hour. Law Enforcement Officers will identify and screen potential LEAD participants, attend trainings, participate as members of the OWG and KSPC, and work closely with prosecutors on individual cases.

The Long Beach City Prosecutor's Office is allocated \$200,000 for the City Prosecutor at \$151/hour, a Deputy City Prosecutor at \$62.47/hour, and support staff at \$56.57/hour. Legal Agencies will participate in OWG and KSPC meetings, monitor participant progress, identify and coordinate with other prosecutors and courts regarding non-LEAD pending cases, probation violations, and warrants, to aid them in exercising their discretion in a way which will best encourage participant behavior change.

The hourly rates specified herein are average rates, and payment shall be based upon actual rates. The City shall utilize the dedicated employees in its sole discretion, not to exceed the total grant funds allocated to LBPD and the Long Beach City Prosecutor.

2. OTHER (TRAVEL, TRAINING, ETC.): TOTAL GRANT FUNDS ALLOCATED \$13,000

LBPD: Two staff to travel to Sacramento for BSCC meeting 5/25-26

Sacramento per person

SUB-AWARD AGREEMENT BUDGET

Airfare	Actual Cost
Per diem (x 2 days)	Actual Cost
Ground Transportation and parking	Actual Cost
Hotel	Actual Cost

LB City Prosecutor: Two staff to travel to Sacramento for BSCC meeting 5/25-26**Sacramento per person**

Airfare	Actual Cost
Per diem (x 2 days)	Actual Cost
Ground transportation and parking	Actual Cost
Hotel	Actual Cost

LYPD: Three staff travel to Seattle Site Visit 7/18-20**Seattle per person**

Airfare	Actual Cost
Per diem (x 3 days)	Actual Cost
Ground transportation and parking	Actual Cost
Hotel	Actual Cost

LB City Prosecutor: Three staff travel to Seattle Site Visit 7/18-20**Seattle per person**

Airfare	Actual Cost
Per diem (x 3 days)	Actual Cost
Ground transportation and parking	Actual Cost
Hotel	Actual Cost

HEALTH AGENCY'S ADMINISTRATION

AGREEMENT NO. H-707337

HEALTH AGENCY'S PROJECT DIRECTOR:

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HEALTH AGENCY'S PROJECT MANAGER:

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AGREEMENT PARTNER'S ADMINISTRATION

CONTRACTOR'S NAME: CITY OF LONG BEACH

AGREEMENT NO: H-707337

AGREEMENT PARTNER'S PROJECT MANAGER:

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AGREEMENT PARTNER'S AUTHORIZED OFFICIAL(S)

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Notices to Agreement Partner shall be sent to the following:

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