COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.info

Reply To: (213) 738-4601
Fax: (213) 386-1297

June 8, 2006

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

Dear Supervisors:

APPROVAL TO RENEW AGREEMENTS WITH INDIVIDUAL AND GROUP PROVIDERS AND ONE UNIQUE GROUP PROVIDER FOR THE PROVISION OF SPECIALTY MENTAL HEALTH SERVICES FOR FISCAL YEARS 2006-2007, 2007-2008, AND 2008-2009

(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the renewal of the Medi-Cal Professional Services Agreements with Individual and Group Providers and one (1) Unique Group Provider (University of California, Los Angeles (UCLA) Neuropsychiatric and Behavioral Health Services) and instruct the Director of Mental Health or his designee to prepare, sign, and execute the agreements substantially similar in format to Attachments I, II, and III for the provision of Medi-Cal specialty mental health services under Phase II Fee-For-Service (FFS) Medi-Cal Consolidation. These services will be funded with the annual State allocation of $75,441,224 and Federal Financial Participation (FFP) Medi-Cal revenue of $10,798,000. The State allocation and FFP Medi-Cal revenue utilized for the provision of specialty mental health services has been included in the Department of Mental Health's (DMH) Proposed Budget for Fiscal Year (FY) 2006-2007. The Medi-Cal Professional Services Agreements with Individual and Group Providers and one (1) Unique Group Provider will be effective July 1, 2006 through June 30, 2009.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future agreements with Individual and Group Providers and a Unique Group Provider who have been credentialed by the Local Mental Health Plan (LMHP) and future amendments to the Service Agreements for FYs 2006-2007, 2007-2008, and 2008-2009, provided that: 1) any revision shall reflect program and/or policy changes; 2) approval of County Counsel and the Chief Administrative Officer (CAO) or their designee is obtained prior to any such Amendment; and 3) the Director of Mental Health or his designee shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

3. Delegate authority to the Director of Mental Health or his designee to terminate agreements with: 1) Individuals who request termination, Individuals who are not credentialed, Individuals who cannot be located because of failure to update an address, and Individuals who have been reported as deceased; and 2) Groups and a Unique Group Provider that are disbanded. The Director of Mental Health or his designee shall notify the Board of Supervisors in writing of such terminations within 30 days after execution of each termination.

4. Instruct the Director of Mental Health or his designee to submit all necessary documents to the California Department of Mental Health (CDMH).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the requested actions is to comply with an Agreement entered into with CDMH to continue provision of specialty mental health services to all Medi-Cal beneficiaries in Los Angeles County within the scope of services defined in the contract between DMH and CDMH. DMH contracts with Individual and Group Providers and a Unique Group Provider (UCLA Neuropsychiatric and Behavioral Health Services) who agree to furnish covered services to Los Angeles County beneficiaries. All current agreements for the provision of specialty mental health services will expire on June 30, 2006.

Approval to renew these agreements will allow DMH to contract with credentialed Medi-Cal providers now rendering specialty mental health services to Medi-Cal eligible beneficiaries without interruption of services and enter into Agreement with new providers. The executed Agreement enables DMH to reimburse providers for specialty mental health services rendered to Los Angeles County Medi-Cal eligible beneficiaries.

The purpose of the requested actions also seeks approval to delegate authority to the Director of Mental Health or his designee to terminate: 1) Individual contract providers who request termination, those not credentialed, those that cannot be located, those who are reported as deceased; and 2) Groups and a Unique Group Provider if disbanded or upon their request for termination. Board approval will enable DMH to maintain efficient records and utilize staff time effectively.

Without approval of the recommended actions, specialty mental health services will cease to be accessible by Los Angeles County Medi-Cal eligible beneficiaries.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of other critical Departmental priorities such as the Enhanced Specialized Foster Care Program and the Mental Health Services Act.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan Goal No. 3, "Organizational Effectiveness." Approval of the request to renew Medi-Cal Professional Services Agreements will ensure that service delivery systems are efficient, effective, and goal-oriented. Approved services will be provided through the collaboration of government, private individuals, community-based organizations, and group agencies.

FISCAL IMPACT/FINANCING

There is no impact on net County cost.

These agreements do not have a maximum contract amount. Providers are reimbursed based on the State's adjudicated rates specified in the LMHP Provider Manual.

Funding for the professional specialty mental health services includes $75,441,224 provided by CDMH, via Agreement No. 05-75083-000, and FFP Medi-Cal revenue, $10,798,000, which is included in the FY 2006-2007 Proposed Budget. DMH entered into an Agreement with CDMH in 1998 for these services and has renewed the Agreement annually. It is expected that CDMH will continue to provide funding for these services in the future.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 10, 1998, your Board approved the County's participation in the Phase II Medi-Cal Mental Health Consolidation under the DMH and the LMHP, effective June 1, 1998. DMH has entered into contractual agreements with over 600 individual and 26 group providers who have met State and LMHP credentialing standards and has executed such agreements for the last eight (8) years.

The attached formats have been approved as to form by County Counsel and includes the new Board-mandated clauses on Contractor Responsibility and Debarment, Contractor's Charitable Activities Compliance, Performance Standards and Outcome Measures, Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) and Assignment by Contractor. CAO and its Risk Management Branch have reviewed the proposed actions. Clinical and administrative staff of DMH will also continue to administer and supervise the agreements to ensure that quality services are being provided to beneficiaries and ensure agreement provisions and Department policies are being followed.

CONTRACTING PROCESS

State regulations require contractual agreements between DMH and FFS psychiatrists and psychologists, who provide specialty mental health services to Medi-Cal beneficiaries. In addition, a contractual Agreement is required between DMH and Licensed Clinical Social Workers, Marriage and Family Therapists, and Registered Nurses with a master's degree within their scope of practice, providing Medi-Cal reimbursable specialty mental health services to Early and Periodic Screening, Diagnosis and Treatment program beneficiaries. Credentialed service providers will continue to be offered a contract, and upon signing the Agreement they will be enrolled in the LMHP provider network. The providers under contract will subsequently be eligible to be reimbursed for specialty mental health services provided under the LMHP.

IMPACT ON CURRENT SERVICES

Board approval shall ensure the availability of specialty mental health services to Los Angeles County Medi-Cal eligible beneficiaries and allow additional providers to join the LMHP to better serve this population.

CONCLUSION

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

Respectfully submitted,

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

MJS:MK:RK:OV

Attachments (3)

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

FFS Individual/Group Renewal Board Letter 2006-2009 ov

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
MEDI-CAL PROFESSIONAL SERVICES AGREEMENT
INDIVIDUAL PROVIDER

CONTRACTOR:

_____ Contract Number

_____ Provider Number

Business Address:

_____ Reference Number

_____ Supervisorial District _____

_____

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
	PREAMBLE	1
1	SERVICES TO BE PERFORMED	1
2	TERM	5
3	ADMINISTRATION	5
4	TERMINATION FOR DEFAULT	6
5	TERMINATION FOR IMPROPER CONSIDERATION	6
6	PAYMENT	6
7	COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS	7
8	PROVIDER RESPONSIBILITY FOR TREATMENT	9
9	INDEMNIFICATION AND INSURANCE	9
10	INDEPENDENT STATUS OF CONTRACTOR	9
11	DELEGATION, ASSIGNMENT AND SUBCONTRACTING	11
12	ALTERATION OF TERMS	11
13	WAIVER	14
14	CONFIDENTIALITY	14
15	PATIENTS'/CLIENTS' RIGHTS	14
16	REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS	15
17	MONITORING, QUALITY IMPROVEMENT, RECORDS, AND AUDITS	15
18	PROGRAM SUPERVISION	16
19	COUNTY'S QUALITY ASSURANCE PLAN	17
20	REPORTS AND DATA ENTRY	17
21	NONDISCRIMINATION IN SERVICES	17
22	NONDISCRIMINATION IN EMPLOYMENT	17
23	FAIR LABOR STANDARDS	18
24	EMPLOYMENT ELIGIBILITY VERIFICATION	19
25	CONFLICT OF INTEREST	19
26	UNLAWFUL SOLICITATION	19
		20

27	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST	20
28	CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS	20
29	GOVERNING LAW, JURISDICTION AND VENUE	20
30	COMPLIANCE WITH APPLICABLE LAW	20
31	CONTRACTOR RESPONSIBILITY AND DEBARMENT	21
32	CHILD SUPPORT COMPLIANCE PROGRAM	22
33	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	23
34	USE OF RECYCLED-CONTENT PAPER PRODUCTS	23
35	NOTICE TO EMPLOYEES REGARDING FEDERAL INCOME CREDIT	23
36	PUBLIC ANNOUNCEMENTS AND LITERATURE	23
37	CERTIFICATION OF DRUG-FREE WORKPLACE	23
38	MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES	24
39	RESTRICTIONS ON LOBBYING	24
40	COUNTY LOBBYISTS	24
41	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	24
42	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT	25
43	COMPLIANCE WITH JURY SERVICE PROGRAM	26
44	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	27
45	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	27
46	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	27
47	PERFORMANCE STANDARDS AND OUTCOME MEASURES	28
48	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	28
49	AUTHORIZATION WARRANTY	28
50	SEVERABILITY	28
51	CAPTIONS AND PARAGTAPH HEADINGS	28
52	NOTICES	29

ATTACHMENTS

ATTACHMENT I	DEFINITIONS
ATTACHMENT II	SERVICE PROVISIONS
ATTACHMENT III	CHARITABLE CONTRIBUTION CERTIFICATON
ATTACHMENT IV	CROSSWALK FACT SHEET
ATTACHMENT V	ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
ATTACHMENT VI	SAFELY SURRENDER BABY LAW
ATTACHMENT VII	CERTIFICATION ON SHORT-DOYLE/MEDI-CAL CLAIM

Contract No._____

COUNTY OF LOS ANGELES-DEPARTMENT OF MENTAL HEALTH
MEDI-CAL PROFESSIONAL SERVICES AGREEMENT
INDIVIDUAL PROVIDER

THIS AGREEMENT is made and entered into this ____ day of _____, 200___, by and between the COUNTY OF LOS ANGELES (hereafter "County") and

_____
_____
_____
(hereafter "Contractor")
Business Address:
_____
_____
_____
_____

WHEREAS, County finds it necessary to provide eligible beneficiaries in Los Angeles County with a continuum of professional services authorized by the California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County has determined that it has an insufficient workforce to perform these services; and

WHEREAS, County is authorized to contract with providers for culturally sensitive and linguistically appropriate professional services for beneficiaries who are in need of specialty mental health services pursuant to California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County desires to contract with an independent Contractor for the purpose of providing Medi-Cal reimbursable professional services to beneficiaries of Los Angeles County pursuant to Government Code Section 31000; and

WHEREAS, Contractor has the expertise and requisite licensure to practice as a mental health professional and is qualified to provide the desired professional services for County in accordance with the terms, conditions, and all applicable Federal, State and local laws, ordinances, rules, regulations, manuals, guidelines and directives.

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity

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

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

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

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

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

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

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

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their

strengths, and achieve their goals.

- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-

based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

1. SERVICES TO BE PERFORMED: In consideration of the payments hereafter set forth, Contractor, under the direction of the Director of Mental Health or authorized designee, shall perform specialty mental health services for County in accordance with the terms, conditions, and covenants set forth herein, requirements in the Local Mental Health Plan (LMHP) Provider Manual, LMHP Provider Bulletins, Exhibit A (Service Provisions) attached hereto and incorporated herein by reference with the understanding that the County does not guarantee referrals.

2. TERM:

A. Period: The term of this Agreement shall commence on this _____ day of _____, 200__ and shall continue in full force and effect through June 30, 2009.

B. Termination:

(1) Either party may terminate this Agreement at any time without cause by giving at least thirty (30) days prior written notice to the other party.

(2) This Agreement may be terminated by County immediately if the County and/or the State determine that:

(a) There is an immediate threat to the health and safety of beneficiaries; or

(b) Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

(c) Credentialing Review Committee (CRC) recommends termination;

(d) Contractor is deemed to be insolvent and/or in default; has received or offered gratuities; has solicited unlawfully or improperly; or

(e) Contractor has failed to comply with any of the provisions of Paragraphs 9 (Indemnification and Insurance), 11 (Delegation, Assignment and Subcontracting), 21 (Nondiscrimination in Services), 22 (Nondiscrimination in Employment), 25 (Conflict of Interest), 32 (Child Support Compliance Program), 33 (Licenses, Permits, Registrations, Accreditations, and Certificates), 37 (Certification of Drug-Free Workplace), and/or 40 (County Lobbyists).

(3) In the event that this Agreement is terminated or expires, all obligations to provide covered services under this Agreement shall automatically terminate on the effective date of the termination or expiration of this Agreement.

(a) Contractor shall be responsible for providing covered services to Contractor's current beneficiaries until the termination or expiration of this Agreement.

(b) Contractor shall remain liable for all costs related to all transfers of beneficiaries receiving services, shall not charge these costs to this Agreement, and shall not be reimbursed in any way.

(c) Contractor shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries until such expiration or termination of this

Agreement.

3. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

4. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

/

6. PAYMENT:

A. Reimbursement:

(1) Reimbursement shall be based on the State's adjudication and approval of Contractor's Short-Doyle/Medi-Cal claim for the prevailing rates shown in the Rate Schedule(s) in the LMHP Provider Manual, or through the LMHP Provider Bulletins, which are published and distributed to Contractor by DMH's Medi-Cal Professional Services. Contractor hereby acknowledges receipt of the LMHP Provider Manual.

(2) DMH shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County standards.

(3) Reimbursement shall only be made for Medi-Cal services on a properly submitted electronic claim and which meets medical necessity as defined in the California Code of Regulations (CCR) Title 9, Chapter 11, Sections 1820.205 and 1830.203 and to the extent that funds allocated by State for County are available specifically for Medi-Cal services. Reimbursement at rates listed in the LMHP Provider Manual or the LMHP Provider Bulletins shall be payment in full, subject to third party liability and beneficiary share of cost, for the specialty mental health services provided to a beneficiary.

Contractor shall be solely liable and responsible for the accuracy and veracity of all data and information provided by Contractor to County for submission to the State in support of all claims for Early and Periodic Screening, Diagnosis and Treatment Program (EPSDT) Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Emergency Assistance services and for any subsequent State approvals or denials of such claims that are based on data and information provided by the Contractor.

(4) Contractor shall process all EPSDT Title XIX Medi-Cal and/or Title XIX Short-Doyle/Medi-Cal, and or Emergency Assistance Explanation of Balance (EOB) or other data within six months from the date of service as stated in the LMHP Provider Manual or the LMHP Provider Bulletins.

(5) Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from any such State denials, unresolved EOB claims, and/or Federal and/or State audit disallowances.

Further, Contractor agrees to hold harmless both the State and beneficiary in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

B. Suspension of Payment: County reserves the right to suspend or withhold payment if, at the sole discretion of Director, County determines that Contractor is in default under any of the provisions of this Agreement or if County does not receive State and/or Federal funding due to nonappropriation of funds.

C. Time Limit for Submitting Invoices: Contractor shall submit Health Insurance Portability and Accountability Act (HIPAA) compliant electronic claims for the LMHP's electronic billing systems for services to County for payment in accordance with the provisions specified in the LMHP Provider Manual. County shall not be obligated to reimburse Contractor for the services covered by any claim if Contractor submits the claim to County more than one hundred eighty (180) days after the date Contractor renders the services, or

more than ninety (90) days after this Agreement terminates, whichever is earlier. Additionally, County shall not be obligated to reimburse Contractor where the claim does not meet applicable SD/MC requirements.

Contractor shall be responsible to ensure claims are submitted in a timely manner and denied claims are promptly corrected and resubmitted in order to comply with all applicable statutes of limitations.

D. Liquidated Damages: Contractor agrees to take full responsibility for submitting sufficient information to substantiate claim(s) for reimbursement. Contractor is solely responsible for all corrections and for timely return of denied or rejected claim(s) for reimbursement and for providing adequate justification for such claim(s). Should the same claim(s) be denied or rejected a second time for the same reason(s), Contractor agrees to offset liquidated damages of $l for each and every resubmitted claim that LMHP determines was denied or rejected twice for the same reason.

E. Recovery of Overpayments: When an audit or review performed by County, State and/or Federal governments or by any other authorized agency discloses that Contractor has been overpaid, the overpayment under this Agreement shall be due by Contractor to County.

For Federal audit exceptions, Federal audit appeal processes shall be followed. County recovery of Federal overpayment shall be made in accordance with all applicable Federal laws, regulations, manuals, guidelines, and directives.

For State, County and other authorized agency audit and/or review exceptions, County shall recover the payment from Contractor within sixty days of the date of the applicable audit report or other determination of overpayment. If the State recovers the overpayment from County before the end of such sixty days, then County shall immediately recover the overpayment from Contractor. Within ten days after written notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify County as to which of the following two payment options Contractor requests be used as the method by which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to exceed such sixty days. If Contractor does not so notify County within such ten days or if Contractor fails to make payment of any overpayment to County as required, then the total amount of the overpayment, as determined by Director, shall be immediately due and payable. In its sole discretion, County may withhold future payments to Contractor under this Agreement to recover overpayments in the event that Contractor fails to comply with the remedies set forth in this paragraph.

F. Claims Submission: In accordance with the provisions specified in the LMHP Provider Manual, Contractor shall submit claims to County electronically and in a HIPAA-compliant format. The procedures for submitting electronic claims for the LMHP's electronic billing systems shall be as set forth in the current Trading Partner Agreement set forth in the DMH Provider Manual and said Terms and Conditions incorporated by reference as though fully set forth herein. Contractor understands and agrees that if it uses the services of any 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. Contractors submitting claims electronically shall follow the data specifications and format established which may be updated as needed through the LMHP Provider Manual and/or Bulletins.

G. Six Months Notification of Agreement Expiration: Contractor shall notify County when the Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 52 (NOTICES).

H. No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

7. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of the county's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year which funds were appropriated.

8. PROVIDER RESPONSIBILITY FOR TREATMENT: This Agreement shall not alter the Contractor's relationship with its patients/clients, nor interfere with Contractor's professional responsibility to those patients/clients, regardless of any determination that services delivered are or are not eligible and authorized for Medi-Cal payment.

9. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Mental Health, 550 South Vermont Avenue, Contracts Development and

Administration Division, 5th Floor, Los Angeles, CA 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

a) Specifically identify this Agreement.

b) Clearly evidence all coverages required in this Agreement.

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

d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

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

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

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

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

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

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

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

G. Insurance Coverage Requirements:

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

/

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

2) Workers Compensation and Employers' Liability: **(For all providers with employees)** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars ($1,000,000)
Disease – policy limit:	One Million Dollars ($1,000,000)
Disease – each employee:	One Million Dollars ($1,000,000)

3) Professional Liability: All Contractors shall carry insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

4) Automobile Liability: Contractor shall carry the minimum amount of automobile insurance required by the State of California. Contractor attests that he/she does not use his/her automobile on County business and does not transport patients while performing services under this Agreement. Contractor agrees to hold harmless and indemnify County for any and all claims in the event of injury to any person(s) or property during the term of this Agreement that leads anyone to pursue a claim against the County or its officers, agents, director, and employees.

10. INDEPENDENT STATUS OF CONTRACTOR: Contractor understands and agrees that all persons performing services pursuant to this Agreement are the sole employees of Contractor, who is an independent Contractor, and not employees of County. Contractor shall be solely liable and responsible for providing all persons performing work pursuant to this Agreement all compensation and benefits.

11. DELEGATION, ASSIGNMENT AND SUBCONTRACTING:

A. Delegation and Assignment: Without the written consent of the Director of Mental Health or authorized designee, Contractor shall not delegate or assign its rights under this Agreement, or both, either in whole or in part. Any assignment or delegation by Contractor without the written consent of the Director of Mental Health or designee shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to offset, recoupment, or other reduction for any claim, which Contractor may have against County.

/

/

B. Subcontracting:

(1) No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 10. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement,. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. . Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

(2) If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(a) The reasons for the particular subcontract.

(b) A detailed description of the services to be provided by the subcontract.

(c) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(d) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.

(e) A copy of the proposed subcontract which shall contain the following provision: "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(f) A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision: "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7)." The Contractor will also be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.87).

(g) Any other information and/or certifications requested by County.

(3) County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

(4) Contractor shall indemnify and hold harmless County, its officers, employees, agents, and the designated primary linkage and coordinating program from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any sub-contractor, including any officers, employees, or agents of any sub-contractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

(5) Notwithstanding any County consent to any subcontracting, Contractor shall remain

fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

(6) In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

(7) In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

(8) In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

(9) In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 11 or a blanket consent to any further subcontracting.

(10) In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors and their officers, employees, and agents.

(11) Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 11, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

(12) In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgment of Employer, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of the particular

subcontract but in no event later than the date such employee first performs any services under the subcontract.

(13) County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or its officers, employees, and agents.

(14) Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 11, including, but not limited to, consenting to any subcontracting.

C. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

D. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Summary or Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

13. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of 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 Paragraph 13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information, including, but not limited to claims, County records, beneficiary records and information, and MHMIS or IS records, in accordance with WIC Sections 5328 through 5330 and Section 14100.2 of the Welfare and Institutions Code and Title 42, United States Code of Federal Regulations, Section 431.300 et seq., inclusive all other applicable County, State and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing

services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor. Its officers, employees, or agents.

B. Contractor understands that county operates an informational website http://dmh.lacounty.info/ related to the services under this Agreement 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.

C. Contractor shall not use identifying information for any purpose except for statistical information or carrying out the Contractor's obligations under this Agreement.

15. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et sec., 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 status, regulations, manuals and policies

16. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

A. Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted, by Contractor, shall comply with WIC Section 15630 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, 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.

B. Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") 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 11164, 11165.8 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 PC Sections 11166 and 11167.

C. Contractor Staff:

(1) Although clerical and other nontreatment staff are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

(2) 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.

(3) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, 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.

17. MONITORING, QUALITY IMPROVEMENT, RECORDS, AND AUDITS:

A. Contractor shall establish clinical records in accordance with the structure and content specified by DMH. All services provided to a beneficiary, for which Medi-Cal reimbursement is sought, must be documented in this record in a manner which complies with all applicable regulations and standards established by SDMH and DMH. Contractor shall make clinical records available upon request to other County DMH contract providers who participate in the consolidated Medi-Cal program.

B. Contractor shall be responsible for complying with all SDMH and DMH quality improvement (QI) standards and requirements as specified in this Agreement, the LMHP Provider Manual, and all LMHP Provider Bulletins regarding QI.

C. Contractor agrees to provide clinical records to County, and any Federal or State Department (e.g., CDMH, CDHS, State Department of Justice, United States Department of Health and Human Services, and the Controller General of the United States) having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies, at reasonable times during normal business hours. Contractor also agrees to provide access to and the right to monitor all work performed under this Agreement, evaluate the quality, appropriateness and timeliness of services performed, and examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement.

D. Contractor shall maintain and preserve all records relating to this Agreement at a location in Los Angeles County for a minimum period of seven (7) years following the expiration or termination date of this Agreement, the discharge of the beneficiary or termination of services (except that the records of minors at the time of discharge shall be kept at least one year after such minor has reached the age of eighteen years and in any case not less than seven years), or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit.

E. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

F. Contractor may be required to pay back reimbursement received for claimed services that do not, on subsequent review/audit, meet minimum State and County standards.

18. PROGRAM SUPERVISION: Pursuant to 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, amount of services, and the criteria for determining the persons to be served. Upon receipt of a DMH Contract Monitoring Report, Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies. In the event of a State audit of this Agreement, If State auditors disagree with County's written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State Disallowance of any of Contractor's disallowed costs as determined by State.

19. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than every two years. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

20. REPORTS AND DATA ENTRY: Contractor shall submit reports and comply with data entry requirements of the LMHP.

21. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services to beneficiaries hereunder because of race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 21, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of payment, race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap or medical conditions.

/

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

22. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, medical condition, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, medical condition, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, ancestry, national origin, sex, age, marital status, physical or mental handicap, medical conditions, or political affiliation. Further, Contractor shall give written notice of its obligation under this Paragraph 22 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 22 when so requested by Director.

E. If County finds that any of the above provisions has been violated, the same shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. While 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 Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 22, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500)

pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

23. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

24. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

25. CONFLICT OF INTEREST:

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

B. No employee, officer, or board member of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in the County's review and/or approval/denial of service plans of beneficiaries treated by Contractor or by entities in which they has a financial interest.

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

/

26. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

27. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

28. CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by

29. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor 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, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

30. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to Title XIX of the Social Security Act, State, CCR Title 9, Chapter 11, Subchapter 1, Article 1, Section 1810 and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder and with contractual obligations of the LMHP under its contract with CDMH. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall comply with all Federal, State and local laws, and LMHP policies and procedures and guidelines regarding the confidentiality of mental health information. This includes, but may not be limited to, information obtained or released either directly by the Contractor or from or through DMH staff or its IS.

C. Contractor shall indemnify and hold harmless County from and against any and all liability,

damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

D. Contractor shall maintain in effect an active compliance program in accordance with the Department of Health and Human Services, Office of the Inspector General, Publication of the OIG Compliance Program for Individual and Small Group Physician Practices (2000).

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

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminates any or all existing contracts he Contractor may have with the County.

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

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

presentation to the Board of Supervisors.

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

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed: (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed: or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years: (2) the debarment has been in effect for at least five years: and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendations to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decisions and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractor/subconsultants of Contractors.

J. Contractor shall maintain in effect an active compliance program in accordance with the Department of Health and Human Services, Office of the Inspector General, Publication of the OIG Compliance Program for Individual and Small Group Physician Practices (2000)."

32. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Acknowledgement of County's Commitment to Child Support Enforcement: The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "LA's Most Wanted: Delinquent

Parent's" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

B. Contractor's Warranty of Adherence to County's Child Support Compliance Program:

(1) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

33. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, credentials, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. A copy of each such license, permit, registration, accreditation, credentials and certificates as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, upon request, to DMH's Contracts Development and Administration Division.

34. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

35. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income Tax Laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

36. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles.

37. CERTIFICATION OF DRUG-FREE WORKPLACE: Contractor certifies and agrees that it shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et

seq.). Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing. Violation of this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

38. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property.

39. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

40. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

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

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the OIG has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including

fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Attachment VI as part of its obligation under this Paragraph 39.

Failure by Contractor to meet the requirements of this Paragraph 39 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

42. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

B. The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to *transactions and code sets*, *privacy*, and *security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

C. Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the

requirements of HIPAA law and implementing regulations related to *Transactions and Code Sets*, *Privacy*, and *Security*. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents), for its failure to comply with HIPAA.

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's Integrated System (IS).

(1) County desires to clarify IS terminology under this Agreement as it relates to HIPAA, and accordingly, has set forth in Attachment IV (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

E. Contractor understands that County operates an informational website http://dmh.lacounty.info/hipaa/index.html related to the services under this Agreement 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.

43. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

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

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with County Contractor and has received or will receive an aggregate sum of $50,000 or more in an 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

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

45. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the contractor with the poster to be used.

46. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing,

during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement

47. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the director of DMH for performance standards and/or outcome measures. DMH will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

48. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment IX, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

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

50. SEVERABILITY: 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.

51. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

/

/

/

52. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement, which may include, but not be limited to, changes in name or address, which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: _____

_____

_____

To County: Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: Chief of Contracts

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE IF APPLICABLE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

EM:Individual Boilerplate 2006-2007

County of Los Angeles – Department of Mental Health
Medi-Cal Professional Services Agreement

DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

A. Beneficiary means any individual certified as eligible under the Medi-Cal Program according to Title XXII, CCR, Section 51001.

B. Contractor means any independent health/mental health provider or organization certified or credentialed to provide services to beneficiaries and to contract with the Local Mental Health Plan (LMHP).

C. Centers for Medicare and Medi-Cal Services (CMS) formerly Health Care Financing Administration (HCFA).

D. Credentialing Review Committee (CRC) means the confidential multi-disciplinary group, that ensures the initial and ongoing credentialing of the LMHP Network providers and applicants are evaluated and maintained in accordance with the credentialing and enrollment standards established by the LMHP.

E. Director means the County's Director of Mental Health or authorized designee.

F. DMH means the County's Department of Mental Health.

G. Electronic or electronically when used to describe a form of claims submission means any claim submitted through any electronic means, such as telecommunications, or modem communications.

H. Fee-For-Service (FFS) means a fully capitated managed care system.

I. FFP means the Federal Financial Participation for Fee-For-Service Medi-Cal services as authorized by Title XIX of the Social Security Act, Title 42, United States Code of Federal Regulations, Section 1396 et seq.

J. Fiscal Year means the County's Fiscal Year which commences July 1 and ends the following June 30.

K. Group Provider means an organization that provides specialty mental health services through two or more individual providers as defined in Title 9, CCR, Section 1810.218.2. Group providers may include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

L. HCFA Health Care Financing Administration (HCFA).

M. Individual Provider means licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental

health services directly to beneficiaries under the LMHP. Individual providers include licensed physicians, licensed psychologists, licensed social workers, marriage family therapists and registered nurse with a master's degree within his/her scope of practice. Individual provider does not include licensed mental health professionals acting as employees of any agency or organization.

N. LMHP Medi-Cal Specialty Mental Health Services Network Provider Manual (hereafter "LMHP Provider Manual") means the document which contains the formal requirements, policies, procedures and rates of reimbursement governing the provision of specialty mental health professional services by LMHP enrolled and contracted network providers. The LMHP Provider Manual is incorporated into this Agreement by reference. Contractor hereby acknowledges receipt of the LMHP Provider Manual upon execution of this Agreement.

O. LMHP Network Provider Bulletin (hereafter "LMHP Provider Bulletin") means the publication periodically distributed by the LMHP to inform enrolled and contracted network providers of revisions and additions made to formal requirements, policies, procedures and rates of reimbursement outlined in the LMHP Provider Manual, that governs the provision of specialty mental health professional services to Los Angeles County Medi-Cal beneficiaries. All LMHP Provider Bulletins issued during the term of this Agreement shall be incorporated into this Agreement by reference.

P. Local Mental Health Plan (LMHP) means the entity responsible for managing specialty mental health services. In Los Angeles County, the Department of Mental Health is the LMHP.

Q. Medical Necessity means that the Medi-Cal beneficiary must meet certain treatment criteria in order to be eligible for the provision and reimbursement of specialty mental health services. Medical necessity requires the following three elements: 1) the presence of an included diagnosis as specified in the LMHP Provider Manual, 2) an impairment as a result of the mental disorder, and 3) intervention related criteria as defined in Title 9, California Code of Regulations, Chapter 11, Subchapter 3, Article 1830.205. A complete description of medical necessity for specialty mental health services that is the responsibility of the LMHP Provider Manual.

R. IS means Integrated System.

S. Monitoring means the process by which the LMHP reserves the right to review services provided to beneficiaries being served by the LMHP through the review of documentation

including but not limited to, client outcomes, client satisfaction, claims and time allotted to each procedure code.

T. CDHS means California Department of Health Services.

U. CDMH means California Department of Mental Health.

V. Specialty Mental Health Services means those mental health services provided pursuant to WIC Section 14680 and covered by the Procedure Codes listed in the LMHP Provider Manual.

W. State means the State of California.

X. Title XIX means Title XIX of the Social Security Act, Title 42, United States Code Section 1396 et seq.

Y. Title IX means the Title IX of the California Code of Regulations, Section 14680, Welfare and Institutions Code et seq.

Z. WIC means the California Welfare and Institutions Code.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES AGREEMENT
MEDI-CAL PROFESSIONAL SERVICES

SERVICE PROVISIONS

A. Services to be delivered:

1. Contractor agrees to provide any or all of the following specialty services which falls within the scope and practice of the professional license granted by the State of California, or granted by a State with reciprocal agreements with the State of California which recognizes the mental health treatment standards and requirements of the other:

    - mental health assessment and evaluation services
    - medication services for mental health treatment
    - mental health treatment services
    - psychological testing services

    These services are described in the Department of Mental Health's (DMH) Policies and Procedures Manual and the DMH Local Mental Health Plan (LMHP) Medi-Cal Specialty Mental Health Services Network Provider Manual (LMHP Provider Manual).

2. The prescribing and/or administration of psychotropic medications and reevaluations for the purpose of determining the course of medication treatment *may only be reimbursed to a Board eligible or certified psychiatrist.* Medication storage shall adhere to procedures established for medication storage as specified in the LMHP Provider Manual.

3. All psychological testing must be pre-approved and *may only be reimbursed to a California licensed psychologist or a Board eligible or certified psychiatrist.*

B. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided by:*

    - Board eligible or certified Psychiatrists
    - Licensed Psychologists

C. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided to EPSDT Medi-Cal beneficiaries less than 21 years of age by*:

    - Licensed Clinical Social Workers
    - Marriage and Family Therapists
    - Master's level Registered Nurses certified to provide psychotherapy independently.

D. Beneficiaries shall be electronically enrolled into the Department's Integrated System (IS) as described in DMH's Policies and Procedures Manual and the LMHP Provider Manual.

E. Contractor shall comply with all documentation requirements according to the standards and

guidelines developed by DMH. Services shall not be reimbursed without the required documentation.

F. Contractor agrees to provide services under this Agreement only to those beneficiaries who meet the medical necessity criteria established by the State Department of Mental Health (SDMH).

G. Contractor agrees that reimbursement for conjoint services shall be reimbursed at the same rate as individual services.

H. Contractor agrees to refer beneficiaries to DMH directly operated/contract programs when appropriate.

I. Contractor agrees to refer beneficiaries to the primary care physician when appropriate.

J. Contractor agrees to provide consultation services at the prevailing service rates provided in the LMHP Provider Manual and/or LMHP Provider Bulletins.

K. Contractor agrees to maintain confidentiality as enumerated in all relevant laws, regulations, and statutes as apply to mental health services.

L. Contractor shall follow established procedures as outlined in the LMHP Provider Manual for beneficiary complaints and shall make records of beneficiary complaints available for authorized review by County.

ATTACHMENT III

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Medi-Cal Professional Services Agreement's Paragraph 37 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

I further certify as the official responsible for the administration of _____

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

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

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

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

ATTACHMENT V

CROSSWALK FACT SHEET

Current Language	New Language
o Health Care Financing Administration (HCFA)	o Centers for Medicare and Medicaid Services (CMS)
o Explanation of Balance (EOB)	o Remittance Advice (RA)
o Mode of Service and Service Function Code (SFC) o Activity Code	o No parallel in IS, carried only in MIS o HIPAA Compliant Procedure codes from the following HCPCS: **CPT Codes:** Current Procedural Terminology published by the American Medical Association is a list of codes representing procedures or services. **HCPCS Codes (Level II):** HCFA and other Common Procedure Coding System (HCPCS) Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. **UB92:** Refers to coding standards designated by HIPAA.
o DSM IV	o IS converts DSM IV to ICD-9 for claiming: **ICD-9 Codes:** (International Classification of Diseases), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses.
o Staff Code and Discipline Code	o Rendering Provider and Taxonomy
o MHMIS or Mental Health Management Information System AND MIS Management Information System	o IS or Integrated System
o References to entering data into the MIS	o Entering data into the IS
o RGMS	o IS

DMH FEE-FOR-SERVICE AGREEMENT

SAFELY SURRENDERED BABY LAW

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CERTIFICATION ON SHORT-DOYLE/MEDI-CAL CLAIM
(MH1982) for Fiscal Years 2006-2007, 2007-2008 AND 2008-2009

FEE-FOR-SERVICE
LEGAL ENTITY NAME: _____

PROVIDER NUMBER(S): _____

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services at _____
(Legal Entity Name)
in and for said claimant; that this legal entity has not violated any of the provisions of Section 1090 through 1098 of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief this claim is in all respects true, correct, and in accordance with law. I agree and shall certify under penalty of perjury that all claims for services provided to County Mental Health clients have been provided to the clients by this provider.

I also certify that the services were, to the best of my knowledge, provided in accordance with the client's written treatment plan and that all information either entered into the MIS or submitted on the MH1980 is accurate and complete. This legal entity understands that payment of these claims will be from Federal and /or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws. This legal entity agrees to keep for a minimum period of seven years from the date of service (except for children for whom records should be retained until 18 years of age) or until the audit is settled, a printed representation of all records that are necessary to disclose fully the extent of services furnished to the client. This legal entity agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board, or their duly authorized representatives. Amounts claimed herein for the Healthy Families program are only for children between the ages of one (1) year old to their nineteenth (19^{th}) birthday who were assessed or treated for a serious emotional disturbance (SED). This legal entity also agrees that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability. In addition, this legal entity does meet the requirements of DMH Letters No. 95-01 and 95-06 the crossover billing for Medicare, Medi-Cal and private insurance.

Name of person authorized to sign: _____
Please print

Signature _____ Telephone # _____ Date _____
Executive Director/Clinic Manager

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
MEDI-CAL PROFESSIONAL SERVICES AGREEMENT
GROUP PROVIDER

CONTRACTOR:

_____ Contract Number

_____ Provider Number

Business Address:

_____ Reference Number

_____ Supervisorial District _____

_____

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
	PREAMBLE	2
1	SERVICES TO BE PERFORMED	5
2	TERM	5
3	ADMINISTRATION	6
4	TERMINATION FOR DEFAULT	6
5	TERMINATION FOR IMPROPER CONSIDERATION	6
6	PAYMENT	7
7	PROVIDER RESPONSIBILITY FOR TREATMENT	9
8	COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS	9
9	INDEMNIFICATION AND INSURANCE	9
10	INDEPENDENT STATUS OF CONTRACTOR	11
11	DELEGATION, ASSIGNMENT AND SUBCONTRACTING	11
12	ALTERATION OF TERMS	14
13	WAIVER	14
14	CONFIDENTIALITY	14
15	PATIENTS'/CLIENTS' RIGHTS	15
16	REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS	15
17	MONITORING, QUALITY IMPROVEMENT, RECORDS, AND AUDITS	16
18	PROGRAM SUPERVISION	17
19	COUNTY'S QUALITY ASSURANCE PLAN	17
20	REPORTS AND DATA ENTRY	17
21	NONDISCRIMINATION IN SERVICES	17
22	NONDISCRIMINATION IN EMPLOYMENT	18
23	FAIR LABOR STANDARDS	19
24	EMPLOYMENT ELIGIBILITY VERIFICATION	19
25	CONFLICT OF INTEREST	19
26	UNLAWFUL SOLICITATION	19

27	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST	20
28	CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS	20
29	GOVERNING LAW, JURISDICTION AND VENUE	20
30	COMPLIANCE WITH APPLICABLE LAW	20
31	CONTRACTOR RESPONSIBILITY AND DEBARMENT	21
32	CHILD SUPPORT COMPLIANCE PROGRAM	22
33	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	23
34	USE OF RECYCLED-CONTENT PAPER PRODUCTS	23
35	AUTHORIZATION WARRANTY	23
36	NOTICE TO EMPLOYEES REGARDING FEDERAL INCOME CREDIT	23
37	PUBLIC ANNOUNCEMENTS AND LITERATURE	24
38	CERTIFICATION OF DRUG-FREE WORKPLACE	24
39	MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES	24
40	RESTRICTIONS ON LOBBYING	24
41	COUNTY LOBBYISTS	24
42	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	24
43	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT	25
44	COMPLIANCE WITH JURY SERVICE PROGRAM	26
45	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	27
46	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	27
47	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	27
48	PERFORMANCE STANDARDS AND OUTCOME MEASURES	28
49	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	28
50.	SEVERABILITY	28
51	CAPTIONS AND PARAGRAPH HEADINGS	28
52.	NOTICES	29

ATTACHMENTS

ATTACHMENT I	DEFINITIONS
ATTACHMENT II	SERVICE PROVISIONS
ATTACHMENT III	CHARITABLE CONTRIBUTION CERTIFICATON
ATTACHMENT IV	ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
ATTACHMENT V	CROSSWALK FACT SHEET
ATTACHMENT VI	SAFELY SURRENDER BABY LAW FACT SHEET (IN ENGLISH AND SPANISH)
ATTACHMENT VII	CERTIFICATION ON SHORT-DOYLE/MEDI-CAL CLAIM
ATTACHMENT VIII	ADDITIONAL GROUP PROVIDERS

Contract No. MH_____

COUNTY OF LOS ANGELES-DEPARTMENT OF MENTAL HEALTH
MEDI-CAL PROFESSIONAL SERVICES AGREEMENT
GROUP PROVIDER

THIS AGREEMENT is made and entered into this ____ day of _____, 200___, by and between the COUNTY OF LOS ANGELES (hereafter "County") and

_____
_____
_____
(hereafter "Contractor")
Business Address:
_____
_____
_____
_____

WHEREAS, County finds it necessary to provide eligible beneficiaries in Los Angeles County with a continuum of professional services authorized by the California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County has determined that it has an insufficient workforce to perform these services; and

WHEREAS, County is authorized to contract with providers for culturally sensitive and linguistically appropriate professional services for beneficiaries who are in need of specialty mental health services pursuant to California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County desires to contract with an independent Contractor for the purpose of providing Medi-Cal reimbursable professional services to beneficiaries of Los Angeles County pursuant to Government Code Section 31000; and

WHEREAS, Contractor has the expertise and requisite licensure to practice as a mental health professional and is qualified to provide the desired professional services for County in accordance with the terms, conditions, and all applicable Federal, State and local laws, ordinances, rules, regulations, manuals, guidelines and directives.

/

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

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

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

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

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

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

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

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

and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to

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

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

1. SERVICES TO BE PERFORMED: In consideration of the payments hereafter set forth, Contractor, under the direction of the Director of Mental Health or authorized designee, shall perform specialty mental health services for County in accordance with the terms, conditions, and covenants set forth herein, requirements in the Local Mental Health Plan (LMHP) Provider Manual, LMHP Provider Bulletins, Attachment II (Service Provisions) attached hereto and incorporated herein by reference with the understanding that the County does not guarantee referrals.

2. TERM:

A. Period: The term of this Agreement shall commence on this _____ day of _____, 200__ and shall continue in full force and effect through June 30, 2009.

B. Termination:

(1) Either party may terminate this Agreement at any time without cause by giving at least thirty (30) days prior written notice to the other party.

(2) This Agreement may be terminated by County immediately if the County and/or the State determine that:

(a) There is an immediate threat to the health and safety of beneficiaries; or

(b) Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

(c) Credentialing Review Committee (CRC) recommends termination;

(d) Contractor is deemed to be insolvent and/or in default; has received or offered gratuities; has solicited unlawfully or improperly; or

(e) Contractor has failed to comply with any of the provisions of Paragraphs 9 (Indemnification and Insurance), 11 (Delegation, Assignment and Subcontracting), 21 (Nondiscrimination in Services), 22 (Nondiscrimination in Employment), 25 (Conflict of Interest), 32 (Child Support Compliance Program), 33 (Licenses, Permits, Registrations, Accreditations, and Certificates), 38 (Certification of Drug-Free Workplace), and/or 41 (County Lobbyists).

(3) In the event that this Agreement is terminated or expires, all obligations to provide covered services under this Agreement shall automatically terminate on the effective date of the termination or expiration of this Agreement.

(a) Contractor shall be responsible for providing covered services to Contractor's current beneficiaries until the termination or expiration of this Agreement.

(b) Contractor shall remain liable for all costs related to all transfers of beneficiaries receiving services, shall not charge these costs to this Agreement, and shall not be reimbursed

in any way.

(c) Contractor shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries until such expiration or termination of this Agreement.

3. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

4. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

6. PAYMENT:

A. Reimbursement:

(1) Reimbursement shall be based on the State's adjudication and approval of Contractor's Short-Doyle/Medi-Cal claim for the prevailing rates shown in the Rate Schedule(s) in the LMHP Provider Manual, or through the LMHP Provider Bulletins, which are published and distributed to Contractor by DMH's Medi-Cal Professional Services. Contractor hereby acknowledges receipt of the LMHP Provider Manual.

(2) DMH shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County standards.

(3) Reimbursement shall only be made for Medi-Cal services on a properly submitted electronic claim and which meets medical necessity as defined in the California Code of Regulations (CCR) Title 9, Chapter 11, Sections 1820.205 and 1830.203 and to the extent that funds allocated by State for County are available specifically for Medi-Cal services. Reimbursement at rates listed in the LMHP Provider Manual or the LMHP Provider Bulletins shall be payment in full, subject to third party liability and beneficiary share of cost, for the specialty mental health services provided to a beneficiary.

Contractor shall be solely liable and responsible for the accuracy and veracity of all data and information provided by Contractor to County for submission to the State in support of all claims for Early and Periodic Screening, Diagnosis and Treatment Program (EPSDT) Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Emergency Assistance services and for any subsequent State approvals or denials of such claims that are based on data and information provided by the Contractor.

(4) Contractor shall process all EPSDT Title XIX Medi-Cal and/or Title XIX Short-Doyle/Medi-Cal, and or Emergency Assistance Explanation of Balance (EOB) or other data within six months from the date of service as stated in the LMHP Provider Manual or the LMHP Provider Bulletins.

(5) Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from any such State denials, unresolved EOB claims, and/or Federal and/or State audit disallowances.

Further, Contractor agrees to hold harmless both the State and beneficiary in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

B. Suspension of Payment: County reserves the right to suspend or withhold payment if, at the sole discretion of Director, County determines that Contractor is in default under any of the provisions of this Agreement or if County does not receive State and/or Federal funding due to nonappropriation of funds.

C. Time Limit for Submitting Invoices: Contractor shall submit Health Insurance Portability and Accountability Act (HIPAA) compliant electronic claims for the LMHP's electronic billing systems for services to County for payment in accordance with the provisions specified in the LMHP Provider Manual. County

shall not be obligated to reimburse Contractor for the services covered by any claim if Contractor submits the claim to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. Additionally, County shall not be obligated to reimburse Contractor where the claim does not meet applicable SD/MC requirements.

Contractor shall be responsible to ensure claims are submitted in a timely manner and denied claims are promptly corrected and resubmitted in order to comply with all applicable statutes of limitations.

D. Liquidated Damages: Contractor agrees to take full responsibility for submitting sufficient information to substantiate claim(s) for reimbursement. Contractor is solely responsible for all corrections and for timely return of denied or rejected claim(s) for reimbursement and for providing adequate justification for such claim(s). Should the same claim(s) be denied or rejected a second time for the same reason(s), Contractor agrees to offset liquidated damages of $l for each and every resubmitted claim that LMHP determines was denied or rejected twice for the same reason.

E. Recovery of Overpayments: When an audit or review performed by County, State and/or Federal governments or by any other authorized agency discloses that Contractor has been overpaid, the overpayment under this Agreement shall be due by Contractor to County.

For Federal audit exceptions, Federal audit appeal processes shall be followed. County recovery of Federal overpayment shall be made in accordance with all applicable Federal laws, regulations, manuals, guidelines, and directives.

For State, County and other authorized agency audit and/or review exceptions, County shall recover the payment from Contractor within sixty days of the date of the applicable audit report or other determination of overpayment. If the State recovers the overpayment from County before the end of such sixty days, then County shall immediately recover the overpayment from Contractor. Within ten days after written notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify County as to which of the following two payment options Contractor requests be used as the method by which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to exceed such sixty days. If Contractor does not so notify County within such ten days or if Contractor fails to make payment of any overpayment to County as required, then the total amount of the overpayment, as determined by Director, shall be immediately due and payable. In its sole discretion, County may withhold future payments to Contractor under this Agreement to recover overpayments in the event that Contractor fails to comply with the remedies set forth in this paragraph.

F. Claims Submission: In accordance with the provisions specified in the LMHP Provider Manual, Contractor shall submit claims to County electronically and in a HIPAA-compliant format. The procedures for submitting electronic claims for the LMHP's electronic billing systems shall be as set forth in the current Trading Partner Agreement set forth in the DMH Provider Manual and said Terms and

Conditions incorporated by reference as though fully set forth herein. Contractor understands and agrees that if it uses the services of any 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. Contractors submitting claims electronically shall follow the data specifications and format established which may be updated as needed through the LMHP Provider Manual and/or Bulletins.

G. Six Months Notification of Agreement Expiration: Contractor shall notify County when the Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 52 (NOTICES).

H. No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

7. PROVIDER RESPONSIBILITY FOR TREATMENT: This Agreement shall not alter the Contractor's relationship with its patients/clients, nor interfere with Contractor's professional responsibility to those patients/clients, regardless of any determination that services delivered are or are not eligible and authorized for Med-Cal payment.

8. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of the county's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year which funds were appropriated.

9. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Mental Health, 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

a) Specifically identify this Agreement.

b) Clearly evidence all coverages required in this Agreement.

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

d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

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

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

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

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

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

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

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

G. Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent)

with limits of not less than the following:

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3) Workers Compensation and Employers' Liability: **(For all providers with employees)** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars ($1,000,000)
Disease – policy limit:	One Million Dollars ($1,000,000)
Disease – each employee:	One Million Dollars ($1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

10. INDEPENDENT STATUS OF CONTRACTOR: Contractor understands and agrees that all persons performing services pursuant to this Agreement are the sole employees of Contractor, who is an independent Contractor, and not employees of County. Contractor shall be solely liable and responsible for providing all persons performing work pursuant to this Agreement all compensation and benefits.

11. DELEGATION, ASSIGNMENT AND SUBCONTRACTING:

A. Delegation and Assignment: Without the written consent of the Director of Mental Health or authorized designee, Contractor shall not delegate or assign its rights under this Agreement, or both, either in whole or in part. Any assignment or delegation by Contractor without the written consent of the Director of Mental Health or designee shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to offset, recoupment, or other reduction for any claim, which Contractor may have against County.

/

/

B. Subcontracting:

(1) No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 11. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement,. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County.. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

(2) If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(a) The reasons for the particular subcontract.

(b) A detailed description of the services to be provided by the subcontract.

(c) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(d) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.

(e) A copy of the proposed subcontract which shall contain the following provision: "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(f) A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision: "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7)." The Contractor will also be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.87).

(g) Any other information and/or certifications requested by County.

(3) County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

(4) Contractor shall indemnify and hold harmless County, its officers, employees, agents, and the designated primary linkage and coordinating program from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any sub-contractor, including any officers, employees, or agents of any sub-contractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

(5) Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

(6) In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

(7) In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

(8) In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

(9) In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 11 or a blanket consent to any further subcontracting.

(10) In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors and their officers, employees, and agents.

(11) Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 11, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

(12) In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgment of Employer, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be

executed by each such employee on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

(13) County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or its officers, employees, and agents.

(14) Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 11, including, but not limited to, consenting to any subcontracting.

C. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

D. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Summary or Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

13. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of 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 Paragraph 13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information, including, but not limited to claims, County records, beneficiary records and information, and MHMIS or IS records, in accordance with WIC Sections 5328 through 5330 and Section 14100.2 of the Welfare and Institutions Code and Title 42, United States Code of Federal Regulations, Section 431.300 et seq., inclusive all other applicable County, State and Federal laws, ordinances, rules, regulations, manuals, guidelines, and

directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor. Its officers, employees, or agents.

B. Contractor understands that county operates an informational website http://dmh.lacounty.info/ related to the services under this Agreement 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.

C. Contractor shall not use identifying information for any purpose except for statistical information or carrying out the Contractor's obligations under this Agreement.

15. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et sec., 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 status, regulations, manuals and policies.

16. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

A. Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted, by Contractor, shall comply with WIC Section 15630 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, 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.

B. Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") 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 11164, 11165.8 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 PC Sections 11166 and 11167.

C. Contractor Staff:

(1) Although clerical and other nontreatment staff are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

(2) 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.

(3) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, 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.

17. MONITORING, QUALITY IMPROVEMENT, RECORDS, AND AUDITS:

A. Contractor shall establish clinical records in accordance with the structure and content specified by DMH. All services provided to a beneficiary, for which Medi-Cal reimbursement is sought, must be documented in this record in a manner which complies with all applicable regulations and standards established by CDMH and DMH. Contractor shall make clinical records available upon request to other County DMH contract providers who participate in the consolidated Medi-Cal program.

B. Contractor shall be responsible for complying with all CDMH and DMH quality improvement (QI) standards and requirements as specified in this Agreement, the LMHP Provider Manual, and all LMHP Provider Bulletins regarding QI.

C. Contractor agrees to provide clinical records to County, and any Federal or State Department (e.g., CDMH, CDHS, State Department of Justice, United States Department of Health and Human Services, and the Controller General of the United States) having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies, at reasonable times during normal business hours. Contractor also agrees to provide access to and the right to monitor all work performed under this Agreement, evaluate the quality, appropriateness and timeliness of services performed, and examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement.

D. Contractor shall maintain and preserve all records relating to this Agreement at a location in Los Angeles County for a minimum period of seven (7) years following the expiration or termination date of this Agreement, the discharge of the beneficiary or termination of services (except that the records of minors at the time of discharge shall be kept at least one year after such minor has reached the age of eighteen years and in any case not less than seven years), or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit.

E. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

F. Contractor may be required to pay back reimbursement received for claimed services that do not, on subsequent review/audit, meet minimum State and County standards.

18. PROGRAM SUPERVISION: Pursuant to 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, amount of services, and the criteria for determining the persons to be served. Upon receipt of a DMH Contract Monitoring Report, Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies. In the event of a State audit of this Agreement, If State auditors disagree with County's written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State Disallowance of any of Contractor's disallowed costs as determined by State.

19. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than every two years. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

20. REPORTS AND DATA ENTRY: Contractor shall submit reports and comply with data entry requirements of the LMHP.

21. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services to beneficiaries hereunder because of race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 19, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of payment, race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap or medical conditions.

B. Contractor shall establish and maintain written complaint procedures under which any

person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

22. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, medical condition, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, medical condition, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, ancestry, national origin, sex, age, marital status, physical or mental handicap, medical conditions, or political affiliation. Further, Contractor shall give written notice of its obligation under this Paragraph 22 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 22 when so requested by Director.

E. If County finds that any of the above provisions has been violated, the same shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. While 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 Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 22, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this

Agreement.

23. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

24. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

25. CONFLICT OF INTEREST:

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

B. No employee, officer, or board member of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in the County's review and/or approval/denial of service plans of beneficiaries treated by Contractor or by entities in which they has a financial interest.

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

26. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3

(commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

27. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

28. CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

29. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor 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, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

30. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to Title XIX of the Social Security Act, State, CCR Title 9, Chapter 11, Subchapter 1, Article 1, Section 1810 and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder and with contractual obligations of the LMHP under its contract with CDMH. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall comply with all Federal, State and local laws, and LMHP policies and procedures and guidelines regarding the confidentiality of mental health information. This includes, but may not be limited to, information obtained or released either directly by the Contractor or from or through DMH staff or its IS.

C. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or

related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

D. Contractor shall maintain in effect an active compliance program in accordance with the Department of Health and Human Services, Office of the Inspector General, Publication of the OIG Compliance Program for Individual and Small Group Physician Practices (2000).

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

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminates any or all existing contracts he Contractor may have with the County.

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

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed: (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed: or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years: (2) the debarment has been in effect for at least five years: and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendations to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decisions and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractor/subconsultants of Contractors.

J. Contractor shall maintain in effect an active compliance program in accordance with the Department of Health and Human Services, Office of the Inspector General, Publication of the OIG Compliance Program for Individual and Small Group Physician Practices (2000)."

32. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 26 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

33. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, credentials, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. A copy of each such license, permit, registration, accreditation, credentials and certificates as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, upon request, to DMH's Contracts Development and Administration Division.

34. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

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

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income Tax Laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

/

37. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles.

38. CERTIFICATION OF DRUG-FREE WORKPLACE: Contractor certifies and agrees that it shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing. Violation of this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

39. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property.

40. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

41. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

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

members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the OIG has the discretion not to exclude.

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

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Attachment IV as part of its obligation under this Paragraph 40.

Failure by Contractor to meet the requirements of this Paragraph 40 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

43. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

B. The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to *transactions and code sets*, *privacy*, and *security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in

all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

C. Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to *Transactions and Code Sets*, *Privacy*, and *Security*. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents), for its failure to comply with HIPAA.

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's Integrated Systems (IS).

(1) County desires to clarify IS terminology under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Attachment IV (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

E. Contractor understands that County operates an informational website http://dmh.lacounty.info/hipaa/index.html related to the services under this Agreement 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.

44. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

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

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with County Contractor and has received or will receive an aggregate sum of $50,000 or more in an 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-

standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

45. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment VI of this Agreement and is also available on the Internet at www.babysafela.org.

46. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the contractor with the poster to be used.

47. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are

suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement

48. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the director of DMH for performance standards and/or outcome measures. DMH will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

49. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment III, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

50. SEVERABILITY: 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.

51. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

/

52. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement, which may include, but not be limited to, changes in name or address, which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: _____

_____

_____

_____

To County: Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: Chief of Contracts

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE IF APPLICABLE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

EM Group Boilerplate 2006-2007/ 06-01-06

County of Los Angeles – Department of Mental Health
Medi-Cal Professional Services Agreement

DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

A. Beneficiary means any individual certified as eligible under the Medi-Cal Program according to Title XXII, CCR, Section 51001.

B. Contractor means any independent health/mental health provider or organization certified or credentialed to provide services to beneficiaries and to contract with the Local Mental Health Plan (LMHP).

C. Centers for Medicare and Medi-Cal Services (CMS) formerly Health Care Financing Administration (HCFA).

D. Credentialing Review Committee (CRC) means the confidential multi-disciplinary group, that ensures the initial and ongoing credentialing of the LMHP Network providers and applicants are evaluated and maintained in accordance with the credentialing and enrollment standards established by the LMHP.

E. Director means the County's Director of Mental Health or authorized designee.

F. DMH means the County's Department of Mental Health.

G. Electronic or electronically when used to describe a form of claims submission means any claim submitted through any electronic means, such as telecommunications, or modem communications.

H. Fee-For-Service (FFS) means a fully capitated managed care system.

I. FFP means the Federal Financial Participation for Fee-For-Service Medi-Cal services as authorized by Title XIX of the Social Security Act, Title 42, United States Code of Federal Regulations, Section 1396 et seq.

J. Fiscal Year means the County's Fiscal Year which commences July 1 and ends the following June 30.

K. Group Provider means an organization that provides specialty mental health services through two or more individual providers as defined in Title 9, CCR, Section 1810.218.2. Group providers may include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

L. HCFA Health Care Financing Administration (HCFA).

M. Individual Provider means licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental

health services directly to beneficiaries under the LMHP. Individual providers include licensed physicians, licensed psychologists, licensed social workers, marriage family therapists and registered nurse with a master's degree within his/her scope of practice. Individual provider does not include licensed mental health professionals acting as employees of any agency or organization.

N. LMHP Medi-Cal Specialty Mental Health Services Network Provider Manual (hereafter "LMHP Provider Manual") means the document which contains the formal requirements, policies, procedures and rates of reimbursement governing the provision of specialty mental health professional services by LMHP enrolled and contracted network providers. The LMHP Provider Manual is incorporated into this Agreement by reference. Contractor hereby acknowledges receipt of the LMHP Provider Manual upon execution of this Agreement.

O. LMHP Network Provider Bulletin (hereafter "LMHP Provider Bulletin") means the publication periodically distributed by the LMHP to inform enrolled and contracted network providers of revisions and additions made to formal requirements, policies, procedures and rates of reimbursement outlined in the LMHP Provider Manual, that governs the provision of specialty mental health professional services to Los Angeles County Medi-Cal beneficiaries. All LMHP Provider Bulletins issued during the term of this Agreement shall be incorporated into this Agreement by reference.

P. Local Mental Health Plan (LMHP) means the entity responsible for managing specialty mental health services. In Los Angeles County, the Department of Mental Health is the LMHP.

Q. Medical Necessity means that the Medi-Cal beneficiary must meet certain treatment criteria in order to be eligible for the provision and reimbursement of specialty mental health services. Medical necessity requires the following three elements: 1) the presence of an included diagnosis as specified in the LMHP Provider Manual, 2) an impairment as a result of the mental disorder, and 3) intervention related criteria as defined in Title 9, California Code of Regulations, Chapter 11, Subchapter 3, Article 1830.205. A complete description of medical necessity for specialty mental health services that is the responsibility of the LMHP Provider Manual.

R. IS means Integrated System.

S. Monitoring means the process by which the LMHP reserves the right to review services provided to beneficiaries being served by the LMHP through the review of documentation

including but not limited to, client outcomes, client satisfaction, claims and time allotted to each procedure code.

T. CDHS means California Department of Health Services.

U. CDMH means California Department of Mental Health.

V. Specialty Mental Health Services means those mental health services provided pursuant to WIC Section 14680 and covered by the Procedure Codes listed in the LMHP Provider Manual.

W. State means the State of California.

X. Title XIX means Title XIX of the Social Security Act, Title 42, United States Code Section 1396 et seq.

Y. Title IX means the Title IX of the California Code of Regulations, Section 14680, Welfare and Institutions Code et seq.

Z. WIC means the California Welfare and Institutions Code.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES AGREEMENT
MEDI-CAL PROFESSIONAL SERVICES

SERVICE PROVISIONS

A. Services to be delivered:

1. Contractor agrees to provide any or all of the following specialty services which falls within the scope and practice of the professional license granted by the State of California, or granted by a State with reciprocal agreements with the State of California which recognizes the mental health treatment standards and requirements of the other:

    - mental health assessment and evaluation services
    - medication services for mental health treatment
    - mental health treatment services
    - psychological testing services

    These services are described in the Department of Mental Health's (DMH) Policies and Procedures Manual and the DMH Local Mental Health Plan (LMHP) Medi-Cal Specialty Mental Health Services Network Provider Manual (LMHP Provider Manual).

2. The prescribing and/or administration of psychotropic medications and reevaluations for the purpose of determining the course of medication treatment *may only be reimbursed to a Board eligible or certified psychiatrist.* Medication storage shall adhere to procedures established for medication storage as specified in the LMHP Provider Manual.

3. All psychological testing must be pre-approved and *may only be reimbursed to a California licensed psychologist or a Board eligible or certified psychiatrist.*

B. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided by:*

    - Board eligible or certified Psychiatrists
    - Licensed Psychologists

C. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided to EPSDT Medi-Cal beneficiaries less than 21 years of age by*:

    - Licensed Clinical Social Workers
    - Marriage and Family Therapists
    - Master's level Registered Nurses certified to provide psychotherapy independently.

D. Beneficiaries shall be electronically enrolled into the Department's Integrated System (IS) as described in DMH's Policies and Procedures Manual and the LMHP Provider Manual.

E. Contractor shall comply with all documentation requirements according to the standards and

guidelines developed by DMH. Services shall not be reimbursed without the required documentation.

F. Contractor agrees to provide services under this Agreement only to those beneficiaries who meet the medical necessity criteria established by the State Department of Mental Health (SDMH).

G. Contractor agrees that reimbursement for conjoint services shall be reimbursed at the same rate as individual services.

H. Contractor agrees to refer beneficiaries to DMH directly operated/contract programs when appropriate.

I. Contractor agrees to refer beneficiaries to the primary care physician when appropriate.

J. Contractor agrees to provide consultation services at the prevailing service rates provided in the LMHP Provider Manual and/or LMHP Provider Bulletins.

K. Contractor agrees to maintain confidentiality as enumerated in all relevant laws, regulations, and statutes as apply to mental health services.

L. Contractor shall follow established procedures as outlined in the LMHP Provider Manual for beneficiary complaints and shall make records of beneficiary complaints available for authorized review by County.

ATTACHMENT III

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Medi-Cal Professional Services Agreement's Paragraph 37 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

ATTACHMENT V

CROSSWALK FACT SHEET

Current Language	New Language
o Health Care Financing Administration (HCFA)	o Centers for Medicare and Medicaid Services (CMS)
o Explanation of Balance (EOB)	o Remittance Advice (RA)
o Mode of Service and Service Function Code (SFC) o Activity Code	o No parallel in IS, carried only in MIS o HIPAA Compliant Procedure codes from the following HCPCS: **CPT Codes:** Current Procedural Terminology published by the American Medical Association is a list of codes representing procedures or services. **HCPCS Codes (Level II):** HCFA and other Common Procedure Coding System (HCPCS) Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. **UB92:** Refers to coding standards designated by HIPAA.
o DSM IV	o IS converts DSM IV to ICD-9 for claiming: **ICD-9 Codes:** (International Classification of Diseases), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses.
o Staff Code and Discipline Code	o Rendering Provider and Taxonomy
o MHMIS or Mental Health Management Information System AND MIS Management Information System	o IS or Integrated System
o References to entering data into the MIS	o Entering data into the IS
o RGMS	o IS

DMH FEE-FOR-SERVICE AGREEMENT

SAFELY SURRENDERED BABY LAW

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CERTIFICATION ON SHORT-DOYLE/MEDI-CAL CLAIM
(MH1982) for Fiscal Years 2006-2007, 2007-2008 AND 2008-2009

FEE-FOR-SERVICE
LEGAL ENTITY NAME: _____

PROVIDER NUMBER(S): _____

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services at _____
(Legal Entity Name)
in and for said claimant; that this legal entity has not violated any of the provisions of Section 1090 through 1098 of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief this claim is in all respects true, correct, and in accordance with law. I agree and shall certify under penalty of perjury that all claims for services provided to County Mental Health clients have been provided to the clients by this provider.

I also certify that the services were, to the best of my knowledge, provided in accordance with the client's written treatment plan and that all information either entered into the MIS or submitted on the MH1980 is accurate and complete. This legal entity understands that payment of these claims will be from Federal and /or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws. This legal entity agrees to keep for a minimum period of seven years from the date of service (except for children for whom records should be retained until 18 years of age) or until the audit is settled, a printed representation of all records that are necessary to disclose fully the extent of services furnished to the client. This legal entity agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board, or their duly authorized representatives. Amounts claimed herein for the Healthy Families program are only for children between the ages of one (1) year old to their nineteenth (19^{th}) birthday who were assessed or treated for a serious emotional disturbance (SED). This legal entity also agrees that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability. In addition, this legal entity does meet the requirements of DMH Letters No. 95-01 and 95-06 the crossover billing for Medicare, Medi-Cal and private insurance.

Name of person authorized to sign: _____
Please print

Signature _____ Telephone # _____ Date _____
Executive Director/Clinic Manager

CONTRACTOR_____

PLEASE NOTE: You may only bill for services provided by individuals on this list and/or those added by DMH Medi-Cal Professional Services – Provider Credentialing.

ADDITIONAL GROUP PROVIDERS

The following providers provide specialty mental health services on behalf of the group and are covered under the required group insurance(s):

LIST OF PROVIDER(S) UNDER CONTRACT WITH GROUP:

CONTRACTOR NAME/DISCIPLINE	CONTRACTOR NAME/DISCIPLINE	CONTRACTOR NAME/DISCIPLINE

LIST OF PROVIDER(S) EMPLOYED BY GROUP:

EMPLOYEE NAME/DISCIPLINE	EMPLOYEE NAME/DISCIPLINE	EMPLOYEE NAME/DISCIPLINE

Send us a **copy** of your contract (following sub-contracting guidelines in the Agreement) with individuals(s) you contract with. Have these individual(s) complete the **Subcontractor Employee Acknowledgement of Employer Form** and retain in your files. Employees need to complete the **Contractor Employee Acknowledgement of Employer Form** and retain in your files.

Deletions/changes must be submitted in writing to Contracts Development and Administration Division, 550 S. Vermont, 5th Floor, Los Angeles, CA 90020, Attention: Managed Care Section.

Photocopy this form if you need additional space

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
MEDI-CAL PROFESSIONAL SERVICES AGREEMENT
UNIQUE GROUP PROVIDER

CONTRACTOR:

_____

_____

Business Address:

_____

_____

MH _____
Contract Number

_____
Provider Number

_____
Reference Number

Supervisorial District _____

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
	PREAMBLE	2
1	SERVICES TO BE PERFORMED	5
2	TERM	5
3	ADMINISTRATION	6
4	TERMINATION FOR DEFAULT	6
5	TERMINATION FOR IMPROPER CONSIDERATION	7
6	PAYMENT	7
7	COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS	9
8	PROVIDER RESPONSIBILITY FOR TREATMENT	10
9	INDEMNIFICATION AND INSURANCE	10
10	INDEPENDENT STATUS OF CONTRACTOR	11
11	DELEGATION, ASSIGNMENT AND SUBCONTRACTING	12
12	ALTERATION OF TERMS	12
13	WAIVER	12
14	CONFIDENTIALITY	13
15	PATIENTS'/CLIENTS' RIGHTS	13
16	REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS	13
17	MONITORING, QUALITY IMPROVEMENT, RECORDS, AND AUDITS	14
18	PROGRAM SUPERVISION	14
19	COUNTY'S QUALITY ASSURANCE PLAN	15
20	REPORTS AND DATA ENTRY	15
21	NONDISCRIMINATION IN SERVICES	15
22	NONDISCRIMINATION IN EMPLOYMENT	16
23	FAIR LABOR STANDARDS	16
24	EMPLOYMENT ELIGIBILITY VERIFICATION	17
25	CONFLICT OF INTEREST	17
26	UNLAWFUL SOLICITATION	17

27	GOVERNING LAW, JURISDICTION AND VENUE	18
28	COMPLIANCE WITH APPLICABLE LAW	18
29	CONTRACTOR RESPONSIBILITY AND DEBARMENT	18
30	CHILD SUPPORT COMPLIANCE PROGRAM	20
31	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	21
32	USE OF RECYCLED-CONTENT PAPER PRODUCTS	21
33	AUTHORIZATION WARRANTY	21
34	NOTICE TO EMPLOYEES REGARDING FEDERAL INCOME CREDIT	21
35	PUBLIC ANNOUNCEMENTS AND LITERATURE	21
36	CERTIFICATION OF DRUG-FREE WORKPLACE	21
37	MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES	21
38	RESTRICTIONS ON LOBBYING	22
39	COUNTY LOBBYISTS	22
40	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	22
41	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT	23
42	COMPLIANCE WITH JURY SERVICE PROGRAM	24
43	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	25
44	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	25
45	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	26
46	PERFORMANCE STANDARDS AND OUTCOME MEASURES	26
47	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	26
48	SEVERABILITY	26
49	CAPTIONS AND PARAGRAPH HEADINGS	27
50	NOTICES	27

ATTACHMENTS

ATTACHMENT I	DEFINITIONS
ATTACHMENT II	SERVICE PROVISIONS
ATTACHMENT III	CHARITABLE CONTRIBUTIONS CERTIFICATION
ATTACHMENT IV	ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
ATTACHMENT V	CROSSWALK FACT SHEET
ATTACHMENT VI	SAFELY SURRENDER BABY LAW FACT SHEET (In English and Spanish)
ATTACHMENT VII	CERTIFICATION ON SHORT-DOYLE/MEDI-CAL CLAIM
ATTACHMENT VIII	ADDITIONAL GROUP PROVIDERS

Contract No. MH_____

COUNTY OF LOS ANGELES-DEPARTMENT OF MENTAL HEALTH
MEDI-CAL PROFESSIONAL SERVICES AGREEMENT
UNIQUE GROUP PROVIDER

THIS AGREEMENT is made and entered into this ____ day of _____, 200___, by and between the COUNTY OF LOS ANGELES (hereafter "County") and

_____
_____
_____
(hereafter "Contractor")
Business Address:
_____
_____
_____
_____

WHEREAS, County finds it necessary to provide eligible beneficiaries in Los Angeles County with a continuum of professional services authorized by the California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County has determined that it has an insufficient workforce to perform these services; and

WHEREAS, County is authorized to contract with providers for culturally sensitive and linguistically appropriate professional services for beneficiaries who are in need of specialty mental health services pursuant to California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County desires to contract with an independent Contractor for the purpose of providing Medi-Cal reimbursable professional services to beneficiaries of Los Angeles County pursuant to Government Code Section 31000; and

WHEREAS, Contractor has the expertise and requisite licensure to practice as a mental health professional and is qualified to provide the desired professional services for County in accordance with the terms, conditions, and all applicable Federal, State and local laws, ordinances, rules, regulations, manuals, guidelines and directives.

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

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

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

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

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

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

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

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

for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

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

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

- **Ensure a safe environment**
- **Ensure a professional atmosphere**
- **Display vision, mission, and values statements**
- **Provide a clean and comfortable waiting area**

- **Ensure privacy**
- **Post complaint and appeals procedures**

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

1. SERVICES TO BE PERFORMED: In consideration of the payments hereafter set forth, Contractor, under the direction of the Director of Mental Health or authorized designee, shall perform specialty mental health services for County in accordance with the terms, conditions, and covenants set forth herein, requirements in the Local Mental Health Plan (LMHP) Provider Manual, LMHP Provider Bulletins, Attachment II (Service Provisions) attached hereto and incorporated herein by reference with the understanding that the County does not guarantee referrals.

2. TERM:

A. Period: The term of this Agreement shall commence on this _____ day of _____, 200___ and shall continue in full force and effect through June 30, 2009.

B. Termination:

(1) Either party may terminate this Agreement at any time without cause by giving at least thirty (30) days prior written notice to the other party.

(2) This Agreement may be terminated by County immediately if the County and/or the State determine that:

(a) There is an immediate threat to the health and safety of beneficiaries; or

(b) Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

(c) Credentialing Review Committee (CRC) recommends termination in accordance with procedures in Section 18, "Alternate Dispute Resolution and over Threshold Resolution and Processes" in the LMPH Provider Manual: or The CRC does not recommend termination based on Section 18. Both the Alternate Dispute Resolution Process and the Appeal Process for Over Threshold Requests do not involve the CRC.

(d) Contractor is deemed to be insolvent and/or in default; has received or offered gratuities; has solicited unlawfully or improperly; or

(3) County may terminate this Agreement upon ninety (90) days' notice to Contractor in the event contractor has failed to comply with any of the provisions of Paragraph 9 (Indemnification and Insurance), 11 (Delegation, Assignment and Subcontracting), 21 (Nondiscrimination in Services), 22 (Nondiscrimination in Employment), 25 (Conflict of Interest), 30 (Child Support Compliance Program), 31 (Licenses, Permits, Registrations, Accreditations and Certificates), 36 (Certification of Drug-Free Workplace), and/or 36 (County Lobbyists). During the ninety (90) day period, Contractor shall attempt to

cure the alleged breach to County's reasonable satisfaction. If Contractor fails to cure the breach to County's reasonable satisfaction, then the County may terminate this Agreement effective at the end of the ninety (90)-day period. The parties may agree to extend the time period in which Contractor may cure the alleged breach.

(4) In the event that this Agreement is terminated or expires, all obligations to provide covered services under this Agreement shall automatically terminate on the effective date of the termination or expiration of this Agreement.

(a) Contractor shall be responsible for providing covered services to Contractor's current beneficiaries until the termination or expiration of this Agreement.

(b) Contractor shall remain liable for all costs related to all transfers of beneficiaries receiving services, shall not charge these costs to this Agreement, and shall not be reimbursed in any way.

(c) Contractor shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries until such expiration or termination of this Agreement.

3. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

4. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement, as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

6. PAYMENT:

A. Reimbursement:

(1) Reimbursement shall be based on the State's adjudication and approval of Contractor's Short-Doyle/Medi-Cal claim for the prevailing rates shown in the Rate Schedule(s) in the LMHP Provider Manual, or through the LMHP Provider Bulletins, which are published and distributed to Contractor by DMH's Medi-Cal Professional Services. Contractor hereby acknowledges receipt of the LMHP Provider Manual.

(2) DMH shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County standards.

(3) Reimbursement shall only be made for Medi-Cal services on a properly submitted electronic claim and which meets medical necessity as defined in the California Code of Regulations (CCR) Title 9, Chapter 11, Sections 1820.205 and 1830.203 and to the extent that funds allocated by State for County are available specifically for Medi-Cal services. Reimbursement at rates listed in the LMHP Provider Manual or the LMHP Provider Bulletins shall be payment in full, subject to third party liability and beneficiary share of cost, for the specialty mental health services provided to a beneficiary.

Contractor shall be solely liable and responsible for the accuracy and veracity of all data and information provided by Contractor to County for submission to the State in support of all claims for Early and Periodic Screening, Diagnosis and Treatment Program (EPSDT) Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Emergency Assistance services and for any subsequent State approvals or denials of such claims that are based on data and information provided by the Contractor.

(4) Contractor shall process all EPSDT Title XIX Medi-Cal and/or Title XIX Short-Doyle/Medi-Cal, and or Emergency Assistance Explanation of Balance (EOB) or other data within six months

from the date of service as stated in the LMHP Provider Manual or the LMHP Provider Bulletins.

(5) Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from any such State denials, unresolved EOB claims, and/or Federal and/or State audit disallowances.

Further, Contractor agrees to hold harmless both the State and beneficiary in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

B. Suspension of Payment: County reserves the right to suspend or withhold payment if, at the sole discretion of Director, County determines that Contractor is in default under any of the provisions of this Agreement or if County does not receive State and/or Federal funding due to nonappropriation of funds.

C. Time Limit for Submitting Invoices: Contractor shall submit Health Insurance Portability and Accountability Act (HIPAA) compliant electronic claims for the LMHP's electronic billing systems for services to County for payment in accordance with the provisions specified in the LMHP Provider Manual. County shall not be obligated to reimburse Contractor for the services covered by any claim if Contractor submits the claim to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. Additionally, County shall not be obligated to reimburse Contractor where the claim does not meet applicable SD/MC requirements.

Contractor shall be responsible to ensure claims are submitted in a timely manner and denied claims are promptly corrected and resubmitted in order to comply with all applicable statutes of limitations.

D. Liquidated Damages: Contractor agrees to take full responsibility for submitting sufficient information to substantiate claim(s) for reimbursement. Contractor is solely responsible for all corrections and for timely return of denied or rejected claim(s) for reimbursement and for providing adequate justification for such claim(s). Should the same claim(s) be denied or rejected a second time for the same reason(s), Contractor agrees to offset liquidated damages of $l for each and every resubmitted claim that LMHP determines was denied or rejected twice for the same reason. Contractor will not be charged the $1 liquidated damages due to County's errors.

E. Recovery of Overpayments: When an audit or review performed by County, State and/or Federal governments or by any other authorized agency discloses that Contractor has been overpaid, the overpayment under this Agreement shall be due by Contractor to County.

For Federal audit exceptions, Federal audit appeal processes shall be followed. County recovery of Federal overpayment shall be made in accordance with all applicable Federal laws, regulations, manuals, guidelines, and directives.

For State, County and other authorized agency audit and/or review exceptions, County shall recover the payment from Contractor within sixty days of the date of the applicable audit report or other determination of overpayment. If the State recovers the overpayment from County before the end of such sixty days, then County shall immediately recover the overpayment from Contractor. Within ten days after

written notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify County as to which of the following two payment options Contractor requests be used as the method by which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to exceed such sixty days. If Contractor does not so notify County within such ten days or if Contractor fails to make payment of any overpayment to County as required, then the total amount of the overpayment, as determined by Director, shall be immediately due and payable. In its sole discretion, County may withhold future payments to Contractor under this Agreement to recover overpayments in the event that Contractor fails to comply with the remedies set forth in this paragraph.

F. Claims Submission: In accordance with the provisions specified in the LMHP Provider Manual, Contractor shall submit claims to County electronically and in a HIPAA-compliant format. The procedures for submitting Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selected and General Requirements Agreement for the LMHP's electronic billing systems shall be as set forth in the current Trading Partner Agreement set forth in the DMH Provider Manual and/or Bulletins and said Terms and Conditions incorporated by reference as though fully set forth herein. Contractor understands and agrees that if it uses the services of any 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. Contractors submitting claims electronically shall follow the data specifications and format established which may be updated as needed through the LMHP Provider Manual and/or Bulletins.

G. Six Months Notification of Agreement Expiration: Contractor shall notify County when the Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 50 (NOTICES).

H. No Payment for Services Provided Following Expiration/Termination of Contract Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

7. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of the county's future Fiscal Years unless and until County's

Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year which funds were appropriated.

8. PROVIDER RESPONSIBILITY FOR TREATMENT: This Agreement shall not alter the Contractor's relationship with its patients/clients, nor interfere with Contractor's professional responsibility to those patients/clients, regardless of any determination that services delivered are or are not eligible and authorized for Medi-Cal payment.

9. INDEMNIFICATION AND INSURANCE:

A. Indemnification:

(1) Indemnification by Contractor: Contractor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

(2) Indemnification by County: County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees.

B. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Mental Health, 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

a) Specifically identify this Agreement.

b) Clearly evidence all coverages required in this Agreement.

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

d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

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

D. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the

contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

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

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

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

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

G. Insurance Coverage Requirements:

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

General Aggregate:	Two Million Dollars ($2,000,000)
Products/CompletedOperations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

2) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars ($1,000,000)
Disease – policy limit:	One Million Dollars ($1,000,000)
Disease – each employee:	One Million Dollars ($1,000,000)

3) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

10. INDEPENDENT STATUS OF CONTRACTOR: Contractor understands and agrees that all persons performing services pursuant to this Agreement are the sole employees of Contractor, who is an independent Contractor, and not employees of County. Contractor shall be solely liable and responsible for providing all

persons performing work pursuant to this Agreement all compensation and benefits.

11. DELEGATION, ASSIGNMENT AND SUBCONTRACTING:

A. Delegation and Assignment: Without the written consent of the Director of Mental Health or authorized designee, Contractor shall not delegate or assign its rights under this Agreement, or both, either in whole or in part. Any assignment or delegation by Contractor without the written consent of the Director of Mental Health or designee shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to offset, recoupment, or other reduction for any claim, which Contractor may have against County.

B. Subcontracting: County and Contractor agree there will be no subcontractor for the term of the Agreement.

C. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement and/or Attachments, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

13. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of 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 Paragraph 12 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

/

14. CONFIDENTIALITY:

A. Contractor shall comply with all applicable laws and regulations, including, but not limited to Sections 5328 through 5330, inclusive, and Section 14100,2 of the Welfare and Institutions Code Title 42 United States Code of Federal Regulations, Section 431.300 et seq., regarding the confidentiality of beneficiary information.

B. Contractor shall not use identifying information for any purpose except for statistical information or carrying out the Contractor's obligations under this Agreement

15. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et sec., 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 status, regulations, manuals and policies.

16. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

A. Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted, by Contractor, shall comply with WIC Section 15630 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, 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.

B. Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") 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 11164, 11165.8 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 PC Sections 11166 and 11167.

C. Contractor Staff:

(1) Although clerical and other nontreatment staff are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

(2) 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.

(3) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, 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.

17. MONITORING, QUALITY IMPROVEMENT, RECORDS, AND AUDITS:

A. Contractor shall establish clinical records in accordance with the structure and content specified by DMH. All services provided to a beneficiary, for which Medi-Cal reimbursement is sought, must be documented in this record in a manner which complies with all applicable regulations and standards established by CDMH and DMH. Contractor shall make clinical records available upon request to other County DMH contract providers who participate in the consolidated Medi-Cal program.

B. Contractor shall be responsible for complying with all CDMH and DMH quality improvement (QI) standards and requirements as specified in this Agreement, the LMHP Provider Manual, and all LMHP Provider Bulletins regarding QI.

C. Contractor agrees to provide clinical records to County, and any Federal or State Department (e.g., CDMH, CDHS, State Department of Justice, United States Department of Health and Human Services, and the Controller General of the United States) having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies, at reasonable times during normal business hours. Contractor also agrees to provide access to and the right to monitor all work performed under this Agreement, evaluate the quality, appropriateness and timeliness of services performed, and examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement.

D. Contractor shall maintain and preserve all records relating to this Agreement at a location in Los Angeles County for a minimum period of seven (7) years following the expiration or termination date of this Agreement, the discharge of the beneficiary or termination of services (except that the records of minors at the time of discharge shall be kept at least one year after such minor has reached the age of eighteen years and in any case not less than seven years), or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit.

E. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

F. Contractor may be required to pay back reimbursement received for claimed services that do not, on subsequent review/audit, meet minimum State and County standards.

18. PROGRAM SUPERVISION: Pursuant to 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, amount of services, and the criteria for determining the persons to be served. Upon receipt of a DMH Contract Monitoring Report,

Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies. In the event of a State audit of this Agreement, If State auditors disagree with County's written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State Disallowance of any of Contractor's disallowed costs as determined by State.

19. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than every two years. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

20. REPORTS AND DATA ENTRY: Contractor shall submit reports and comply with data entry requirements of the LMHP.

21. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services to beneficiaries hereunder because of race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 19, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of payment, race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap or medical conditions.

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

his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

22. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, medical condition, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, medical condition, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, ancestry, national origin, sex, age, marital status, physical or mental handicap, medical conditions, or political affiliation. Further, Contractor shall give written notice of its obligation under this Paragraph 22 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 22 when so requested by Director.

E. If County finds that any of the above provisions has been violated, the same shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. While 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 Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 22, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

23. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

24. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

25. CONFLICT OF INTEREST:

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

B. No employee, officer, or board member of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in the County's review and/or approval/denial of service plans of beneficiaries treated by Contractor or by entities in which they has a financial interest.

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

26. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los

Angeles that have such a service.

27. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor 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, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

28. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to Title XIX of the Social Security Act, State, CCR Title 9, Chapter 11, Subchapter 1, Article 1, Section 1810 and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder and with contractual obligations of the LMHP under its contract with CDMH. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall comply with all Federal, State and local laws, and LMHP policies and procedures and guidelines regarding the confidentiality of mental health information. This includes, but may not be limited to, information obtained or released either directly by the Contractor or from or through DMH staff or its IS.

C. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

D. Contractor shall maintain in effect an active compliance program in accordance with the Department of Health and Human Services, Office of the Inspector General, Publication of the OIG Compliance Program for Individual and Small Group Physician Practices (2000).

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

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing, or being awarded,

and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminates any or all existing contracts he Contractor may have with the County.

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

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed: (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed: or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years: (2) the debarment has been in effect for at least five years: and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes

supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendations to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decisions and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractor/subconsultants of Contractors.

J. Contractor shall maintain in effect an active compliance program in accordance with the Department of Health and Human Services, Office of the Inspector General, Publication of the OIG Compliance Program for Individual and Small Group Physician Practices (2000).

30. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 4 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, credentials, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. A copy of each such license, permit, registration, accreditation, credentials and certificates as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, upon request, to DMH's Contracts Development and Administration Division.

32. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

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

34. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income Tax Laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

35. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles.

36. CERTIFICATION OF DRUG-FREE WORKPLACE: Contractor certifies and agrees that it shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing. Violation of this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

37. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse

removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property.

38. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

39. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

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

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the OIG has the discretion not to exclude.

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

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

fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Attachment VI as part of its obligation under this Paragraph 40.

Failure by Contractor to meet the requirements of this Paragraph 40 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

B. The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to *transactions and code sets*, *privacy*, and *security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

C. Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to *Transactions and Code Sets*, *Privacy*, and *Security*. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents), for its failure to comply with HIPAA.

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's Integrated System (IS).

(1) County desires to clarify IS terminology under this Agreement as it relates to HIPAA, and accordingly, has set forth in Attachment IV (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

(2) County desires to clarify other HIPAA-related changes set forth in the LMHP Provider Manual and which are incorporated herein by reference as though full set forth.

(a) County has added to the LMHP Provider Manual a Guide to Procedure Codes, which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(b) County has added to the LMHP Provider Manual an Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these transactions.

(c) County has added to the LMHP Provider Manual a Trading Partner Agent Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of Contractor.

E. Contractor understands that County operates an informational website http://dmh.lacounty.info/hipaa/index.html related to the services under this Agreement 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.

F. 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 or 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.

G. Contractor further understands and agrees that the terms and conditions of the current Trading Partner Agreement (TPA) set forth in the LMHP Provider Manual shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

42. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

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

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with County Contractor and has received or will receive an aggregate sum of $50,000 or more in an 12-month period under one or more

County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment VI of this Agreement and is also available on the Internet at www.babysafela.org.

44. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the contractor with the poster to be used.

45. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

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

46. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the director of DMH for performance standards and/or outcome measures. DMH will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

47. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment III, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

48. SEVERABILITY: 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.

49. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

50. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement, which may include, but not be limited to, changes in name or address, which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: _____

_____

_____

_____

_____

To County: Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: Chief of Contracts

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE IF APPLICABLE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

EM UCLA Unique Group Boilerplate 2006-2007
06 01 06

County of Los Angeles – Department of Mental Health
Medi-Cal Professional Services Agreement

DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

A. Beneficiary means any individual certified as eligible under the Medi-Cal Program according to Title XXII, CCR, Section 51001.

B. Contractor means any independent health/mental health provider or organization certified or credentialed to provide services to beneficiaries and to contract with the Local Mental Health Plan (LMHP).

C. Centers for Medicare and Medi-Cal Services (CMS) formerly Health Care Financing Administration (HCFA).

D. Credentialing Review Committee (CRC) means the confidential multi-disciplinary group, that ensures the initial and ongoing credentialing of the LMHP Network providers and applicants are evaluated and maintained in accordance with the credentialing and enrollment standards established by the LMHP.

E. Director means the County's Director of Mental Health or authorized designee.

F. DMH means the County's Department of Mental Health.

G. Electronic or electronically when used to describe a form of claims submission means any claim submitted through any electronic means, such as telecommunications, or modem communications.

H. Fee-For-Service (FFS) means a fully capitated managed care system.

I. FFP means the Federal Financial Participation for Fee-For-Service Medi-Cal services as authorized by Title XIX of the Social Security Act, Title 42, United States Code of Federal Regulations, Section 1396 et seq.

J. Fiscal Year means the County's Fiscal Year which commences July 1 and ends the following June 30.

K. Group Provider means an organization that provides specialty mental health services through two or more individual providers as defined in Title 9, CCR, Section 1810.218.2. Group providers may include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

L. HCFA Health Care Financing Administration (HCFA).

M. Individual Provider means licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental

health services directly to beneficiaries under the LMHP. Individual providers include licensed physicians, licensed psychologists, licensed social workers, marriage family therapists and registered nurse with a master's degree within his/her scope of practice. Individual provider does not include licensed mental health professionals acting as employees of any agency or organization.

N. LMHP Medi-Cal Specialty Mental Health Services Network Provider Manual (hereafter "LMHP Provider Manual") means the document which contains the formal requirements, policies, procedures and rates of reimbursement governing the provision of specialty mental health professional services by LMHP enrolled and contracted network providers. The LMHP Provider Manual is incorporated into this Agreement by reference. Contractor hereby acknowledges receipt of the LMHP Provider Manual upon execution of this Agreement.

O. LMHP Network Provider Bulletin (hereafter "LMHP Provider Bulletin") means the publication periodically distributed by the LMHP to inform enrolled and contracted network providers of revisions and additions made to formal requirements, policies, procedures and rates of reimbursement outlined in the LMHP Provider Manual, that governs the provision of specialty mental health professional services to Los Angeles County Medi-Cal beneficiaries. All LMHP Provider Bulletins issued during the term of this Agreement shall be incorporated into this Agreement by reference.

P. Local Mental Health Plan (LMHP) means the entity responsible for managing specialty mental health services. In Los Angeles County, the Department of Mental Health is the LMHP.

Q. Medical Necessity means that the Medi-Cal beneficiary must meet certain treatment criteria in order to be eligible for the provision and reimbursement of specialty mental health services. Medical necessity requires the following three elements: 1) the presence of an included diagnosis as specified in the LMHP Provider Manual, 2) an impairment as a result of the mental disorder, and 3) intervention related criteria as defined in Title 9, California Code of Regulations, Chapter 11, Subchapter 3, Article 1830.205. A complete description of medical necessity for specialty mental health services that is the responsibility of the LMHP Provider Manual.

R. IS means Integrated System.

S. Monitoring means the process by which the LMHP reserves the right to review services provided to beneficiaries being served by the LMHP through the review of documentation

including but not limited to, client outcomes, client satisfaction, claims and time allotted to each procedure code.

T. CDHS means California Department of Health Services.

U. CDMH means California Department of Mental Health.

V. Specialty Mental Health Services means those mental health services provided pursuant to WIC Section 14680 and covered by the Procedure Codes listed in the LMHP Provider Manual.

W. State means the State of California.

X. Title XIX means Title XIX of the Social Security Act, Title 42, United States Code Section 1396 et seq.

Y. Title IX means the Title IX of the California Code of Regulations, Section 14680, Welfare and Institutions Code et seq.

Z. WIC means the California Welfare and Institutions Code.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES AGREEMENT
MEDI-CAL PROFESSIONAL SERVICES

SERVICE PROVISIONS

A. Services to be delivered:

1. Contractor agrees to provide any or all of the following specialty services which falls within the scope and practice of the professional license granted by the State of California, or granted by a State with reciprocal agreements with the State of California which recognizes the mental health treatment standards and requirements of the other:

    - mental health assessment and evaluation services
    - medication services for mental health treatment
    - mental health treatment services
    - psychological testing services

    These services are described in the Department of Mental Health's (DMH) Policies and Procedures Manual and the DMH Local Mental Health Plan (LMHP) Medi-Cal Specialty Mental Health Services Network Provider Manual (LMHP Provider Manual).

2. The prescribing and/or administration of psychotropic medications and reevaluations for the purpose of determining the course of medication treatment *may only be reimbursed to a Board eligible or certified psychiatrist.* Medication storage shall adhere to procedures established for medication storage as specified in the LMHP Provider Manual.

3. All psychological testing must be pre-approved and *may only be reimbursed to a California licensed psychologist or a Board eligible or certified psychiatrist.*

B. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided by:*

    - Board eligible or certified Psychiatrists
    - Licensed Psychologists

C. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided to EPSDT Medi-Cal beneficiaries less than 21 years of age by:*

    - Licensed Clinical Social Workers
    - Marriage and Family Therapists
    - Master's level Registered Nurses certified to provide psychotherapy independently.

D. Beneficiaries shall be electronically enrolled into the Department's Integrated System (IS) as described in DMH's Policies and Procedures Manual and the LMHP Provider Manual.

E. Contractor shall comply with all documentation requirements according to the standards and

guidelines developed by DMH. Services shall not be reimbursed without the required documentation.

F. Contractor agrees to provide services under this Agreement only to those beneficiaries who meet the medical necessity criteria established by the State Department of Mental Health (SDMH).

G. Contractor agrees that reimbursement for conjoint services shall be reimbursed at the same rate as individual services.

H. Contractor agrees to refer beneficiaries to DMH directly operated/contract programs when appropriate.

I. Contractor agrees to refer beneficiaries to the primary care physician when appropriate.

J. Contractor agrees to provide consultation services at the prevailing service rates provided in the LMHP Provider Manual and/or LMHP Provider Bulletins.

K. Contractor agrees to maintain confidentiality as enumerated in all relevant laws, regulations, and statutes as apply to mental health services.

L. Contractor shall follow established procedures as outlined in the LMHP Provider Manual for beneficiary complaints and shall make records of beneficiary complaints available for authorized review by County.

ATTACHMENT III

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Medi-Cal Professional Services Agreement's Paragraph 37 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

ATTACHMENT V

CROSSWALK FACT SHEET

Current Language	New Language
o Health Care Financing Administration (HCFA)	o Centers for Medicare and Medicaid Services (CMS)
o Explanation of Balance (EOB)	o Remittance Advice (RA)
o Mode of Service and Service Function Code (SFC) o Activity Code	o No parallel in IS, carried only in MIS o HIPAA Compliant Procedure codes from the following HCPCS: **CPT Codes:** Current Procedural Terminology published by the American Medical Association is a list of codes representing procedures or services. **HCPCS Codes (Level II):** HCFA and other Common Procedure Coding System (HCPCS) Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. **UB92:** Refers to coding standards designated by HIPAA.
o DSM IV	o IS converts DSM IV to ICD-9 for claiming: **ICD-9 Codes:** (International Classification of Diseases), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses.
o Staff Code and Discipline Code	o Rendering Provider and Taxonomy
o MHMIS or Mental Health Management Information System AND MIS Management Information System	o IS or Integrated System
o References to entering data into the MIS	o Entering data into the IS
o RGMS	o IS

DMH FEE-FOR-SERVICE AGREEMENT

SAFELY SURRENDERED BABY LAW

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CERTIFICATION ON SHORT-DOYLE/MEDI-CAL CLAIM
(MH1982) for Fiscal Years 2006-2007, 2007-2008 AND 2008-2009

FEE-FOR-SERVICE
LEGAL ENTITY NAME: _____

PROVIDER NUMBER(S): _____

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services at _____
(Legal Entity Name)
in and for said claimant; that this legal entity has not violated any of the provisions of Section 1090 through 1098 of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief this claim is in all respects true, correct, and in accordance with law. I agree and shall certify under penalty of perjury that all claims for services provided to County Mental Health clients have been provided to the clients by this provider.

I also certify that the services were, to the best of my knowledge, provided in accordance with the client's written treatment plan and that all information either entered into the MIS or submitted on the MH1980 is accurate and complete. This legal entity understands that payment of these claims will be from Federal and /or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws. This legal entity agrees to keep for a minimum period of seven years from the date of service (except for children for whom records should be retained until 18 years of age) or until the audit is settled, a printed representation of all records that are necessary to disclose fully the extent of services furnished to the client. This legal entity agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board, or their duly authorized representatives. Amounts claimed herein for the Healthy Families program are only for children between the ages of one (1) year old to their nineteenth (19th) birthday who were assessed or treated for a serious emotional disturbance (SED). This legal entity also agrees that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability. In addition, this legal entity does meet the requirements of DMH Letters No. 95-01 and 95-06 the crossover billing for Medicare, Medi-Cal and private insurance.

Name of person authorized to sign: _____
Please print

Signature _____ Telephone # _____ Date _____
Executive Director/Clinic Manager

CONTRACTOR_____

PLEASE NOTE: You may only bill for services provided by individuals on this list and/or those added by DMH Medi-Cal Professional Services – Provider Credentialing.

ADDITIONAL GROUP PROVIDERS

The following providers provide specialty mental health services on behalf of the group and are covered under the required group insurance(s):

LIST OF PROVIDER(S) UNDER CONTRACT WITH GROUP:

CONTRACTOR NAME/DISCIPLINE	CONTRACTOR NAME/DISCIPLINE	CONTRACTOR NAME/DISCIPLINE

LIST OF PROVIDER(S) EMPLOYED BY GROUP:

EMPLOYEE NAME/DISCIPLINE	EMPLOYEE NAME/DISCIPLINE	EMPLOYEE NAME/DISCIPLINE

Send us a **copy** of your contract (following sub-contracting guidelines in the Agreement) with individuals(s) you contract with. Have these individual(s) complete the **Subcontractor Employee Acknowledgement of Employer Form** and retain in your files. Employees need to complete the **Contractor Employee Acknowledgement of Employer Form** and retain in your files.

Deletions/changes must be submitted in writing to Contracts Development and Administration Division, 550 S. Vermont, 5th Floor, Los Angeles, CA 90020, Attention: Managed Care Section.