LAC DMH
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV

MARVIN J. SOUTHARD, D.S.W.
Director
ROBIN KAY, Ph.D.,
Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

June 04, 2014

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

Dear Supervisors:

APPROVAL TO EXECUTE 32 AGREEMENTS WITH FEE FOR SERVICE (FFS) MEDI-CAL GROUP PROVIDERS FOR THE PROVISION OF SPECIALTY MENTAL HEALTH SERVICES FOR FISCAL YEARS 2014-15 THROUGH 2016-17 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute Medi-Cal Professional Services Agreements with qualified Fee-For-Service Medi-Cal group providers for the provision of specialty mental health services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute the Medi-Cal Professional Services Agreements, in a form substantially similar, with one exception, to Attachment A, with 32 group providers as listed in Attachment B, for a term effective July 1, 2014, through June 30, 2015, with provisions for two automatic one-year extension periods, for the provision of Medi-Cal specialty mental health services under Phase II Fee-For-Service (FFS) Medi-Cal consolidation. These services have an approximated cost of $1.4 million, which will be funded with the annual 2011 Realignment-Managed Care revenue of $700,000 and Federal Financial Participation (FFP) Medi-Cal revenue of $700,000. Approve and authorize the Director, or his designee, to prepare, sign, and execute the Medi-Cal Professional Services Agreements, in a form substantially similar to Attachment C, with the Regents of the University of California dba UCLA Neuropsychiatric Behavioral Health FFS Medi-Cal Group Provider.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future agreements in a form substantially similar to Attachment A, with other qualified group providers who

have been credentialed by the Department of Mental Health (DMH) acting as the Local Mental Health Plan (LMHP), provided that: 1) your Board has appropriated sufficient funds for all changes; and 2) the Director notifies your Board and the Chief Executive Officer (CEO) in writing within 30 days after execution of any such agreement.

3. Delegate authority to the Director, or his designee, to prepare, sign, and execute amendments to the agreements described in Recommendations 1 and 2, provided that: 1) your Board has appropriated sufficient funds for all changes; 2) any revision will reflect policy and/or program changes; 3) approval by County Counsel is obtained prior to the execution of such amendments; and 4) the Director notifies your Board and the CEO in writing within 30 days after execution of any such amendment.

4. Delegate authority to the Director, or his designee, to terminate any agreement described in Recommendations 1 or 2, in accordance with the agreement's termination provisions, which include but are not limited to: termination for convenience of either party; the group provider's failure to maintain credentialing and/or license(s); and contractor's exclusion from participating in a federally funded program. The Director will notify your Board in writing of such terminations within 30 days after execution of each termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval is required to execute contracts with credentialed Medi-Cal providers now rendering specialty mental health services to Medi-Cal eligible beneficiaries but whose contracts are expiring in order to avoid an interruption of services. Board approval will also enable DMH to enter into Medi-Cal professional services agreements with new providers. These agreements will enable DMH to reimburse providers for specialty mental health services rendered to Los Angeles County Medi-Cal eligible beneficiaries.

Renewal of these FFS Medi-Cal Group Providers agreements will ensure compliance with an agreement entered into with the California Department of Health Care Services (DHCS) for DMH acting as the LMHP to provide 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 DHCS. DMH contracts with group providers who furnish the covered services to Los Angeles County beneficiaries.

Furthermore, approval of the actions will delegate authority to the Director, or his designee, to terminate these agreements should it be deemed necessary.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, "Operational Effectiveness" and Goal 3, "Integrated Services Delivery."

FISCAL IMPACT/FINANCING

The estimated total cost of 32 FFS Agreements for FY 2014-15 is $1,400,000 fully funded by $700,000 in FFP Medi-Cal revenue and $700,000 in 2011 Realignment-Managed Care revenue. Funding for this agreement is included in CEO's FY 2014-15 Recommended Budget Request. Funding for future years will be requested through DMH's annual budget request process.

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

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 DMH acting as the LMHP, effective June 1, 1998. For FYs 2014-15 through 2016-17, 32 of the group providers are being renewed.

State regulations require contractual agreements between DMH and FFS psychiatrists and psychologists who provide specialty mental health services to Medi-Cal beneficiaries. In addition, an agreement is required between DMH and Licensed Clinical Social Workers, Marriage Family Therapists, and Registered Nurses who are board certified with a Master's Degree in psychiatric/mental health nursing as a clinical nurse specialist or as a nurse practitioner who may also have a Master's Degree in a related field, 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 FFS Medi-Cal Group Providers agreement, they will be enrolled in the LMHP Provider Network. The providers under contract will be eligible for reimbursement for specialty mental health services provided to beneficiaries under the LMHP for the term of the provider's agreement. The agreements will have a maximum, three-year term with an initial period from July 1, 2014, through June 30, 2015, and two automatic one-year extension periods through June 30, 2017.

The revised FFS Medi-Cal Group Provider Agreement format, Attachment A, includes all the recent changes and all required provisions. Attachment C, the Medi-Cal Group Provider Agreement format for use with The Regents of the University of California dba UCLA Neuropsychiatric Behavioral Health FFS Medi-Cal Group Provider Agreement, includes a revised Indemnification and Insurance provision that provides for mutual indemnification, related to The Regents' status as a public agency and restrictions on their ability to provide indemnification for the actions of third parties.

The attached agreement formats have been approved as to form by County Counsel. DMH clinical and administrative staff will continue to administer and monitor these agreements, evaluate programs to ensure quality services are being provided to clients, and ensure that Agreement provisions and Departmental policies are being followed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:RS:RK:bt

Enclosures

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

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

CONTRACTOR:

_____

_____

Business Address:

_____

_____
Contract Number

_____
Provider Number

_____
Reference Number

Supervisorial District _____

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Contract No. _____

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 _____, _____, 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:

1. SERVICES TO BE PERFORMED: In consideration of the payments hereafter set forth, Contractor, under the direction of the Director of Mental Health (Director) or authorized designee, shall perform specialty mental health services for County in accordance with the terms, conditions, and covenants set forth herein, and in accordance with the 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. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2014, and shall continue in full force and effect through June 30, 2015.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed two additional periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of either the Initial Period or First Automatic Renewal Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or the end of the First Automatic Renewal Period, as applicable.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2015, and shall continue in full force and effect through June 30, 2016.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2016, and shall continue in full force and effect through June 30, 2017.

C. 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 10 (Indemnification and Insurance), 12 (Delegation and Assignment by Contractor), 13 (Subcontracting), 26 (Nondiscrimination in Services), 27 (Nondiscrimination in Employment), 30 (Conflict of Interest), 37 (Child Support Compliance Program), 38 (Licenses, Permits, Registrations, Accreditations, and

Certificates), 44 (Certification of Drug-Free Workplace), 48. (Contractor's Exclusion from Participation in Federally Funded Program), and/or 60 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program).

(3) This Agreement may be terminated in accordance with Paragraphs 5 (Termination for Default), 6 (Termination for Improper Consideration), 7 (Termination for Insolvency), 47 (County Lobbyists), and/or 61 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program).

(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 be responsible for notifying Contractor's current beneficiaries in writing of the termination or expiration of this Agreement in accordance with the requirements in the LMHP Provider Manual or through Provider Bulletins.

(c) 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.

(d) 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. CONTRACTOR ALERT REPORTING DATABASE (CARD): The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4. ADMINISTRATION: The Director shall have the authority to administer this Agreement on behalf of County. All references to the actions or decisions to be made by the County in this Agreement shall be made by the Director unless otherwise expressly provided.

A. The Director may designate one or more persons to act as his/her designee for the purposes of administering this Agreement. Therefore "Director" shall mean "Director and/or his/her designee."

B. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

5. 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 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 5 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6. 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.

7. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately in the event of the occurrence of any of the following:

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

(2) The filing of a voluntary or involuntary petition regarding Contractor under the

Federal Bankruptcy Code.

(3) The appointment of a receiver or trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 7 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. PAYMENT:

A. Reimbursement:

(1) Reimbursement shall be based on the Contractor's submission of a Short-Doyle/Medi-Cal (SD/MC) claim for the prevailing rates shown in the Rate Schedule(s) in the LMHP Provider Manual, or the LMHP Provider Bulletins, which are published and distributed to Contractor by DMH's Medi-Cal Professional Services, and shall only be made for Medi-Cal eligible services that are specified in Attachment II (Service Provisions), or elsewhere in this Agreement. Contractor hereby acknowledges receipt of the LMHP Provider Manual.

(2) The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred to performance hereunder, except as specified herein.

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

(4) 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, 1830.205, and 1830.210 (a) (1)-(2)-(3) and only 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 SD/MC 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.

(5) Contractor shall process all EPSDT Title XIX Medi-Cal and/or Title XIX SD/MC, 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. Contractor shall ensure that all claims submitted are in accordance with and shall sign and certify the "Certification on Medi-Cal Claim", Attachment VII attached hereto and incorporated herein by reference.

(6) Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from any and all claims denials by State,

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 non-appropriation 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) calendar days after the date Contractor renders the services, or more than ninety (90) calendar days after this Agreement terminates, whichever is earlier. Additionally, County shall not be obligated to reimburse Contractor where the claim does not meet applicable 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. Recovery of Overpayments: When based on State adjudication and approval of claims submitted by the Contractor, it is determined that the service was not payable from SD/MC and thus results in an overpayment to Contractor, or when an audit or review performed by County, State and/or federal governments or by any other authorized agency, determines that Contractor has been overpaid for a SD/MC claim, the overpayment under this Agreement shall be due by Contractor to County.

In situations where the determination is subject to a State adjudication and denial of the Contractor submitted claims reflected on the 835 files, County shall recover the overpayment from current and/or subsequent earnings irrespective of the service fiscal year.

For federal audit determinations, audit appeal processes shall be followed; County shall recover federal overpayment 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 ninety (90) calendar 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 (10) days after written notification by County to Contractor of any overpayment due to County by Contractor, Contractor shall notify County as to which of the following five payment options Contractor requests to 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) Deducted from future claims over a period not to exceed such ninety (90) calendar days;

(3) Deducted from any amounts due from County to Contractor whether under this Agreement or otherwise;

(4) Paid by cash payment(s) by Contractor to County over a period not to exceed such ninety (90) calendar days; or

(5) A combination of any or all of the above.

If Contractor does not so notify County within such ten (10) 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.

E. 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.

F. 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 64 (NOTICES).

G. 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 Agreement. 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 Agreement 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 Agreement.

9. 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.

10. INDEMNIFICATION AND INSURANCE:

A. Indemnification: The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

B. General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs B and C of this Paragraph 10. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

(1) Evidence of Coverage and Notice to County

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

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

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

(d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County - Department of Mental Health
Contracts Development and Administration Division
550 South Vermont Avenue, 5th Floor
Los Angeles, CA 90020
Attention: Chief of Contracts

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

(2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(3) Cancellation of or Changes in Insurance

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

(4) Failure to Maintain Insurance

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

(5) Insurer Financial Ratings

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

(6) Contractor's Insurance Shall Be Primary

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

(7) Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(8) Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

(9) Deductibles and Self-Insured Retentions (SIRs)

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

(10) Claims Made Coverage

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

(11) Application of Excess Liability Coverage

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

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(12) Separation of Insured

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

(13) Alternative Risk Financing Programs

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

(14) County Review and Approval of Insurance Requirements

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

C. Insurance Coverage:

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

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

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

(3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

(4) Sexual Misconduct Liability insurance covering actual or alleged claims for sexual

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

(5) Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

11. INDEPENDENT STATUS OF CONTRACTOR: Contractor understands and agrees that all persons performing services pursuant to this Agreement are the sole employees or rendering providers 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.

12. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Without the written consent of the Director 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 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 delegate or assignee on any claim under this Agreement. Any payments by County to any delegate 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. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have in Contractor. 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 entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition shall be deemed an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or take over 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 the written approval, shall constitute 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.

13. SUBCONTRACTING: No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, shall be null and void, and shall constitute a material breach of the Agreement. In the event of any such breach by Contractor, this Agreement may be terminated forthwith by County.

14. ALTERATION OF TERMS: Except as specified in Paragraph 63 (Administrative Amendments) herein, no addition to, or alteration of, the terms of the body of this Agreement, or the attachments 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.

15. 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 15 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. SECURITY AND BACKGROUND INVESTIGATION:

A. All Contractor staff performing services under this Agreement who are in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

B. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

D. Disqualification of any member of Contractor's staff pursuant to this Paragraph 16 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

17. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information, including, but not

limited to claims, County records, patient/client records and information, and County claims processing information system records, in accordance with WIC Sections 5328 et seq., and with all other applicable County, State and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy. 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 shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Attachment VIII-1, attached hereto and incorporated herein by reference.

C. Contractor shall cause each employee and rendering provider performing services covered by this Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement, Attachment VIII-2, attached hereto and incorporated herein by reference.

D Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement, Attachment VIII-3, attached hereto and incorporated herein by reference.

18. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable federal, State, County, professional laws, rules and statutes regarding patients'/clients' rights, including, but not limited to, applicable provisions of WIC Section 5325 et seq., and CCR Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all patients/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable status, regulations, manuals and policies.

19. 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 and permitted by WIC section 15631. 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 law.

B. Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.9 and 11166. Contractor, and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with law.

C. Contractor Staff and Rendering Providers:

(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.

20. PERFORMANCE STANDARDS: The Contractor shall comply with all applicable federal, State, and County policies and procedures relating to performance standards, including but not limited to those performance standards required by specific federal or State rules for entities receiving their funding. Performance standards will be used as part of the determination of the effectiveness of the services delivered by Contractor.

21. QUALITY MANAGEMENT: The Contractor's level of performance under this Agreement shall be evaluated by the County no less than once every two years. Contractor's failure to meet performance standards may place Contractor's Agreement in jeopardy. Performance deficits will require a Plan of Correction by Contractor. The report shall include improvement/corrective action measures taken by the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or invoke other remedies as specified in this Agreement.

22. 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 State Department of Health Care Services (DHCS) 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 DHCS 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., DHCS, 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, ensure 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 this Agreement (Government Code Section 8546.7).

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

G. Attendance by Contractor at the County's LMHP required trainings is mandatory. Failure by the Contractor to attend such training shall be considered a breach of this Agreement that will result in damages being sustained by the County. County and Contractor agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to attend such mandatory training. The County and Contractor hereby agree that a reasonable estimate of said damages is $100 per occurrence. Therefore, County may, in its sole discretion, assess liquidated damages in the amount of $100 for Contractor's non-attendance at such mandatory training.

23. 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.

24. COUNTY'S QUALITY IMPROVEMENT PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than once every two years. Such evaluation will include

assessing Contractor's compliance with all terms and performance standards set forth in this Agreement. 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 remedies as specified in this Agreement.

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

26. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 26, 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 a 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, 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 steps to ensure that those persons who qualify for services under this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or 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.

27. 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, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of

family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

B. Contractor shall certify to, and comply with, the provisions of Attachment IX – Contractor's Equal Employment Opportunity (EEO) Certification.

C. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Such treatment shall include, but is not limited to, the following actions: employment, upgrading, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship, and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

D. Contractor shall deal with its bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Contractor shall give written notice of its obligations under this Paragraph 27 to labor organizations with which it has a collective bargaining or other agreement.

E. Contractor shall allow State and/or County representative's access to its books, accounts, and records during regular business hours to verify compliance with the provisions of this Paragraph 27 when so requested by Director.

F. 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, cancel, or suspend this Agreement. The County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that 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.

G. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 27, 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.

28. 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.

29. 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.

30. 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. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

31. 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.

32. 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.

33. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: 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 or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAIN/GROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to the Contractor.

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

34. 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.

35. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal laws, including, but not limited to, Title XIX of the Social Security Act, State, CCR Title 9, Chapter 11, 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 DHCS. 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, including but not limited to those 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 recommendations set forth by 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).

E. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the Contractor's stewardship, financial position and/or ability to perform and deliver services under this Agreement.

36. 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 contracts 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 the 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 a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, 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 (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed: (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed: or (4) any other reason that is in the best interests of the County.

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 (5) 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).

37. 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 5 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter

2.202.

38. 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.

39. 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.

40. 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.

41. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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 certify that they are not excluded from participating in Federally funded programs by signing Attachment IV (Attestation Regarding Federally Funded Programs) form, which is attached hereto, and incorporated herein by reference.

Failure by Contractor to meet the requirements of this Paragraph 48 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996, its implementing regulations (HIPAA), and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor understands and agrees that 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 HITECH, and that such obligations relate to *transactions and code sets*, *privacy*, and *security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA and HITECH in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA or HITECH, 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 and HITECH 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, Security, and Breach Notification. 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 or HITECH.

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system.

(1) County has a Guide to Procedure Codes available at http://lacdmh.lacounty.gov/hipaa/index.html which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(2) County has an electronic Data Interchange (EDI) Agreement forms available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm which includes information about the applicable HIPAA transactions that can be processed in the County's Integrated System (IS) and the Integrated Behavioral Health Information System (IBHIS) respectively.

(3) Contractor acknowledges that County is transitioning from the IS to IBHIS in which clinical, demographic, administrative, financial, claims, outcomes, and other information will be exchanged between DMH and contract providers exclusively through the use of EDI transactions.

(4) As County defines standard formats for each EDI transaction and determines the method by which each transaction is to be exchanged between Contractor and County, County shall notify Contractor of the effective date(s) by which Contractor shall be required to implement each newly defined EDI transaction through County's release of revised Companion Guides no less than 180 days prior to the effective date(s) upon which each newly defined EDI transaction is required, unless earlier effective date(s) are imposed by law or regulation.

(5) Contractor acknowledges that County may modify EDI transactions as needed. County shall notify Contractor of the effective dates(s) by which Contractor shall be required to comply with each modified EDI transaction in accordance with County's revised EDI transaction requirements through County's release of revised Companion Guides no less than 90 days prior to the effective date(s) of each modified EDI transaction.

(6) Contractor agrees to comply with the exchange of all EDI transactions specified by County and the method by which these transactions are to be exchanged between Contractor and County as of the effectives date(s) specified by County.

(7) County has Trading Partner Agent Authorization Agreements available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm which includes the Contractor's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Contractor to the IS and IBHIS respectively.

E. Contractor understands that County operates an informational website http://dmh.lacounty.gov/wps/portal/dmh 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 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 Agreements (TPA) available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

50. TECHNOLOGY REQUIREMENTS:

A. Contractor shall acquire, manage, and maintain Contractor's own information technology and systems and/or services in order to meet all functional and EDI transaction requirements as specified by County.

B. Contractor shall ensure that all individuals using electronic methods to sign electronic health records in the performance of work specified under this Agreement complete an Electronic Signature Agreement annually.

(1) Contractor shall maintain a copy of each Electronic Signature Agreement and make them available for inspection by County upon request.

(2) Contractor shall submit to County a Legal Entity Electronic Signature Certification to certify compliance with this provision of this Agreement. Contractors who implement electronic methods to sign electronic health records subsequent to the execution of this Agreement shall submit to County a Legal Entity Electronic Signature Certification immediately upon implementation.

(3) County has a Legal Entity Electronic Signature Certification and a sample Electronic Signature Agreement available at http://lacdmh.lacounty.gov/hipaa/ffs_EDI_Secure_File_Transfer.htm

51. 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 any 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.

52. 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 V of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes, and is set forth in Attachment V (Safely Surrender Baby Law), attached hereto and incorporated herein by reference.

53. 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.

54. 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

55. 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 (attached hereto and incorporated herein by reference), 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).

56. 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.

57. 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.

58. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This Agreement is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any Contractor that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

59. FORCE MAJEURE:

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

B. Notwithstanding the forgoing, a default by a subcontractor of Contractor shall not

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

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

60. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

61. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 60 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION 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 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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

63. ADMINISTRATIVE AMENDMENTS: Modifications to the Additional Group Providers (Attachment VII), including the addition or deleting of providers, may be accomplished through an administrative amendment process. Such administrative amendments may be initiated by the County, with Contractor's written consent. Such modification to the Additional Group Providers (as is set forth in Attachment VII,

attached hereto and incorporated herein by reference) shall only be effective for services provided on or after the effective date of the administrative amendment memorializing the modification to the Additional Group Providers (Attachment VII). Such administrative amendments may be executed by Director, or his designee, under delegated authority from the Board of Supervisors without prior approval of County Counsel or CEO. The addition or deletion of provider(s) requires the written consent of the Director, or his designee, and the Contractor. By providing the written consent (e.g. a response to County's request to delete a provider, the submission to County of an application to add a provider, or a written request to delete a provider), Contractor agrees to such administrative amendments, and Contractor's signature is not required to make the amendment effective.

64. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be 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: _____

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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

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65. DEFINITIONS: Throughout this Agreement references are made to certain terms. For convenience a description of those terms are set forth in Attachment I, (Definitions), attached hereto and incorporated herein by reference. The definitions described therein shall be construed to have the designated meaning unless the meaning is otherwise apparent from the context in which it is used.

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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

Group Boilerplate Revised ~~08/12/13~~

ATTACHMENT I

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. Agreement/Contract means a legal, binding document between the County and a Contractor.

B. Beneficiary means any individual certified as eligible under the Medi-Cal Program according to California Code of Regulation (CCR), Title XXII, Section 51001.

C. CCR means the California Code of Regulations.

D. 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) and who has entered into this Agreement with County.

E. Contract Manager means the individual functioning as liaison with County regarding Contractor's performance hereunder.

F. Credentialing Review Committee (CRC) means the confidential multi-disciplinary group that reviews and considers the applications of all mental health providers whose credentials do not clearly meet the standards for credentialing in the LMHP Provider Network.

G. CPT means Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication.

H. Day(s) means calendar day(s) unless otherwise specified.

I. DHCS means California Department of Health Care Services.

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

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

L. 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.

M. EOB means `Explanation of Balance' for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and `Explanation of Benefits' for Medicare which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data

N. EPSDT means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program.

O. Fee-For-Service (FFS) means a payment system in which providers are paid a specific amount for each service performed as it is rendered and identified by a claim for payment.

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

Q. Funded Program means a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). A Funded Program is made up of one or more Subprograms.

R. 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.

S. GROW means General Relief Opportunities for Work.

T. 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, licensed marriage family therapists and registered nurses with a master's degree within his/her scope of practice. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or contractors of organization providers other than the LMHP.

U. 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.

V. LMHP Network Provider Bulletin (hereafter "LMHP Provider Bulletin") means the publications 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.

W. 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.

X. Medical Necessity means the criteria in Title 9, California Code of Regulations, Chapter 11, Section 1830.205 and 1830.210 that must be met for LMHP reimbursement of specialty mental health services. Medical necessity requires the following three elements: 1) the presence of and included diagnosis, 2) an impairment as a result of the mental disorder, and 3) intervention criteria that address the impairment.

Y. 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.

Z. OIG means Office of the Inspector General.

AA. SD/MC means Short-Doyle/Medi-Cal.

BB. Specialty Mental Health Services means those mental health services provided pursuant to CCR, Title 9, Chapter 11, WIC Section 14680 et seq. and covered by the Procedure Codes listed in the LMHP Provider Manual.

CC. State means the State of California.

DD. Title IX means the Title IX of the California Code of Regulations.

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

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

GG. WIC means the California Welfare and Institutions Code.

SERVICE PROVISIONS

A. Services to be delivered:

1. Contractor agrees to provide any or all of the following specialty mental health services which fall 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 Policies and Procedures Manual, the County of Los Angeles Department of Mental Health Local Mental Health Plan (LMHP) Medi-Cal Specialty Mental Health Services Provider Manual (LMHP Provider Manual) and subsequent LMHP Provider Bulletins.

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 Board certified psychiatrist or a Psychiatric/Mental Health Nurse Practitioner. The dispensing and storage of medication must be in compliance with all pertinent State and Federal standards.

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

B. Contractor shall be reimbursed under appropriate and specified circumstances for specialty mental health services provided to Medi-Cal beneficiaries of any age by:

   - Board eligible or Board certified Psychiatrists
   - Licensed Clinical Psychologists
   - Psychiatric/Mental Health Nurse Practitioners

C. Contractor shall be reimbursed under appropriate and specified circumstances for specialty mental health services provided to Early and Periodic Screening Diagnosis, and Treatment (EPSDT) Medi-Cal beneficiaries less than 21 years of age by:

   - Licensed Clinical Social Workers
   - Licensed Marriage and Family Therapists
   - Psychiatric/Mental Health Clinical Nurse Specialists certified to provide psychotherapy independently

D. Medi-Cal beneficiaries shall be electronically enrolled in the Department's Integrated System as described in the LMHP Policies and Procedures Manual, the LMHP Provider Manual and subsequent LMHP Provider Bulletins.

E. Contractor shall comply with all documentation requirements established by the State Department of Health Care Services (DHCS) and according to the standards and guidelines established by the LMHP. Services shall not be reimbursed without the required documentation.

F. Contractor agrees to provide specialty mental health services under this Agreement only to those beneficiaries who are Medi-Cal eligible and meet the medical necessity criteria established by the SDMH.

G. Contractor agrees that only one claim for conjoint or family specialty mental health services is to be submitted regardless of the number of clients present.

H Contractor agrees to refer beneficiaries to the LMHP ACCESS Center and to LMHP directly operated and contract providers 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 subsequent 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 and subsequent LMHP Provider Bulletins for beneficiary complaints and shall make records of beneficiary complaints available for authorized review by County and State.

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)

ATTACHMENT IV

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Medi-Cal Professional Services Agreement's Paragraph 48 (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 specialty mental health services, _____(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 _____

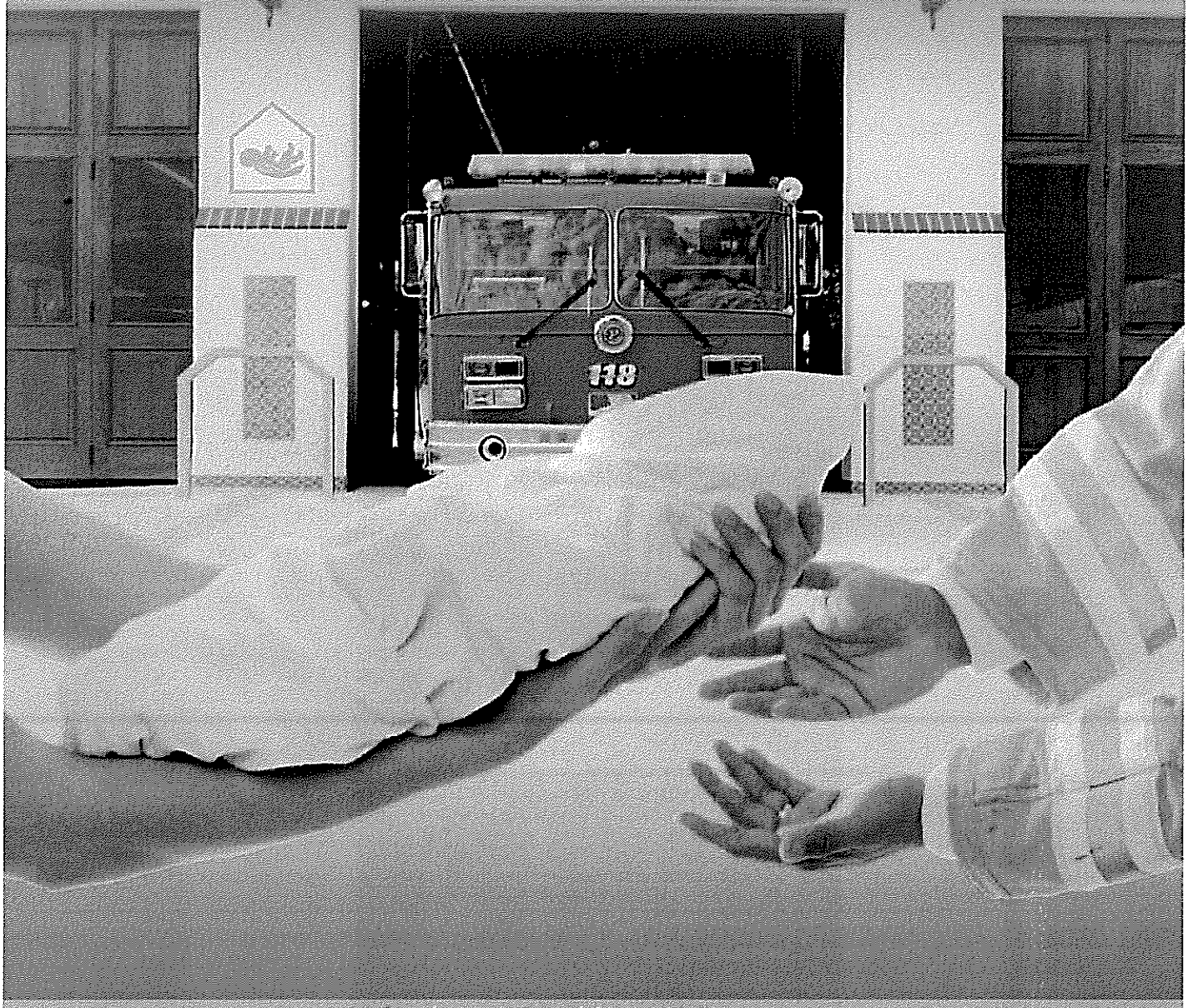
DMH FEE-FOR-SERVICE AGREEMENT

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

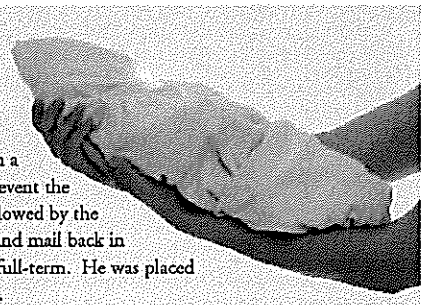
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

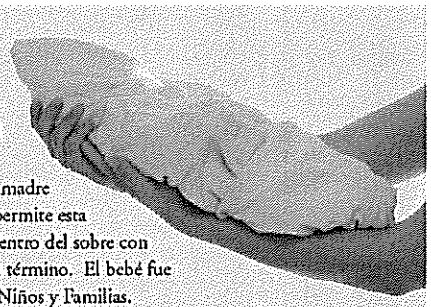
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

ATTACHMENT VI

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CERTIFICATION ON MEDI-CAL CLAIM
(MHXXXX) FOR FISCAL YEARS
____-____ through ____-____

FEE-FOR-SERVICE NETWORK PROVIDER NAME: _____

PROVIDER NUMBER(S): _____

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Specialty Mental Health Services at _____ (Network Provider Name) in and for said claimant; that this network provider 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 network 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 Integrated System or submitted is accurate and complete. This network provider 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 network provider agrees to keep for a minimum period of seven years from the date of service (except for children for whom records should be retained at least one year after 18 years of age but never less than seven years) 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 network provider 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 Care Services; the Medi-Cal Fraud Unit; the California Department of Mental Health; the California Department of Justice; the Office of the State Controller; the U.S. Department of Health and Human Services, the 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 network provider 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 network provider 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 Legal Agreement _____
Please print

Signature_____ Telephone # _____Date _____

ATTACHMENT VII

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 RENDERING 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 RENDERING PROVIDER(S) IN THE GROUP:

NAME/DISCIPLINE/PROVIDER NO.	*NAME/DISCIPLINE/PROVIDER NO.*

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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note – for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:
Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note – for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT IX

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number Vendor Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐ No ☐
2.	The Contractor periodically conducts a self-analysis or utilization analysis of its work force.	Yes ☐ No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐ No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐ No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

ATTACHMENT B

CONTRACT RENEWALS FOR FYs 2014-15, 2015-16 AND 2016-17
FEE-FOR-SERVICE GROUP AGREEMENTS

Item No.	CONTRACTOR	Sup. Dist. (HQ)	Agreement Term	ESTIMATED MAXIMUM CONTRACT AMOUNT (MCA)		
				FY 2014-15	FY 2015-16	FY 2017-18
1	Aleksandra Wirga, MD, Inc 3505 Long Beach Blvd., Suite 2D Long Beach, CA 90807	4	3 Years	+	+	+
2	Beck Psychiatric Medical Group, A Medical Corporation 1650 West Avenue J Lancaster, CA 93534	5	3 Years	+	+	+
3	Circle of Help Foundation 1011 Goodrich Blvd. Los Angeles, CA 90022	1	3 Years	+	+	+
4	Citrus Psychiatric Medical Clinic, Inc. 500 West Badillo Street Covina, CA 91722	5	3 Years	+	+	+
5	Coast Psychiatric Associates 1650 Ximeno Ave. Suite 230 Long Beach, CA 90804	4	3 Years	+	+	+
6	D. Taylor Enterprises LLC dba First Health Initiative LLC 24214 Friar St. Woodland Hills, CA 91367	3	3 Years	+	+	+
7	Das Care, Inc. 11011 Crenshaw Blvd., Suite 204 Inglewood, CA 90303	2	3 Years	+	+	+
8	Dixon Recovery Institute, Inc. 4715 Crenshaw Blvd. Los Angeles, CA 90043	2	3 Years	+	+	+
9	Dual Diagnosis Assessment and Treatment Center Inc. dba Management Health Systems 2892 N. Bellflower Blvd., Suite 281 Long Beach, California 90815-1503	4	3 Years	+	+	+
10	Emergency Associates Corporation 440 Stevens Avenue, Suite 150 Solana Beach, CA 92075	Out-of-County	3 Years	+	+	+
11	Guidance Community Development Center 2323 W. Martin Luther King Jr. Blvd. Los Angeles, CA 90008	2	3 Years	+	+	+
12	Innovations Counseling Services 1704 West Manchester Blvd., Suite 202 Los Angeles, CA 90047	2	3 Years	+	+	+
13	Inpatient Consultants of California, Inc., A California Professional Medical Corporation dba IPC of California, Inc. 4605 Lankershim Blvd., Suite 617 North Hollywood, CA 91602	3	3 Years	+	+	+
14	JAHI Family Services, Inc. 3130 W. Manchester Blvd. Inglewood, CA 90305	2	3 Years	+	+	+
15	Kohan International Foundation 5601 W. Slauson Ave. Suite 192 Culver City, CA 90230	2	3 Years	+	+	+
16	Lunns Hope Corporation 959 N. La Brea Avenue Inglewood, CA 90302	2	3 Years	+	+	+
17	Mary Odom dba New Beginnings Human Services 405 West Manchester Blvd., Suite 4 Inglewood, CA 90301	2	3 Years	+	+	+

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

CONTRACT RENEWALS FOR FYs 2014-15, 2015-16 AND 2016-17
FEE-FOR-SERVICE GROUP AGREEMENTS

Item No.	CONTRACTOR	Sup. Dist. (HQ)	Agreement Term	ESTIMATED MAXIMUM CONTRACT AMOUNT (MCA)		
				FY 2014-15	FY 2015-16	FY 2017-18
18	Memorial Counseling Associates Medical Group, Inc. dba Memorial Counseling Associates 4525 E. Atherton St. Long Beach, CA 90815	4	3 Years	+	+	+
19	Narcotics Prevention Association Inc 942 South Atlantic Blvd. Los Angeles, CA 90022	1	3 Years	+	+	+
20	Pacific Resources Psychological Group, Inc. 4201 Long Beach Blvd., Suite 230 Long Beach, CA 90807	4	3 Years	+	+	+
21	Regents of the University of California dba UCLA Neuropsychiatric Behavioral Health 10920 Wilshire Blvd., Suite 1850 Los Angeles, CA 90024	3	3 Years	+	+	+
22	Renew Behavioral Health Medical Corporation dba Renew Behavioral Health, Inc. 4000 Long Beach Blvd., Suite 228 Long Beach, CA 90807	4	3 Years	+	+	+
23	Sapozhnikov and Psychological Associates, Inc. 10305 Almayo Ave., Suite 203 Los Angeles, CA 90064	3	3 Years	+	+	+
24	Tavaurua Medical Rehabilitation Services 26460 Summit Circle Santa Clarita, CA 91350	5	3 Years	+	+	+
25	The Greenleaf Center A Psychological Services Corporation 13006 Philadelphia St., Suite 411 Whittier, CA 90601	4	3 Years	+	+	+
26	Tolwin Psychiatric Medical Group, Inc. 3831 Huges Avenue, Suite 506 Culver City, CA 90232	2	3 Years	+	+	+
27	Traditions Psychology Group, Inc. dba Traditions Behavioral Health 1580 First Street Napa, CA 94559	Out-of-County	3 Years	+	+	+
28	Ultimate Lifestyle Center 8815 Alcott St. Los Angeles, CA 90035	2	3 Years	+	+	+
29	U-Turn Alcohol & Drug Education Program, Inc. 3761 Stocker St. Suite 105 Los Angeles CA 90008	2	3 Years	+	+	+
30	Vericare of California Medical Group 4715 Viewridge Ave., Suite 230 San Diego, CA 92123	Out-of-County	3 Years	+	+	+
31	VIP Drug and Alcohol Education Center dba VIP Outpatient Treatment Center 18417 Nordhoff St., Suite D Northridge, CA 91325	3	3 Years	+	+	+
32	West County Medical Corporation 26460 Summit Circle Santa Clarita, CA 91350	5	3 Years	+	+	+

\+ Fee-For-Service (FFS) contracts do not have a Maximum Contract Amount. FFS contractor is reimbursed from State Managed Care Allocation and Federal Financial Participation (FFP) Medi-Cal revenue.

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

CONTRACTOR:

Regents of the University of California

dba UCLA Neuropsychiatric Behavioral Health

Business Address:

10920 Wilshire Blvd, Suite 1850

Los Angeles, CA 90024

Contract Number

GR0053840/GPS000090
Provider Number

MH9019
Reference Number

Supervisorial District 3

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Contract No. _____

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 _____, _____, by and between the COUNTY OF LOS ANGELES (hereafter "County") and

Regents of the University of California
dba UCLA Neuropsychiatric Behavioral Health
(hereafter "Contractor")

Business Address:
10920 Wilshire Blvd, Suite 1850
Los Angeles, CA 90024

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:

1. SERVICES TO BE PERFORMED: In consideration of the payments hereafter set forth, Contractor, under the direction of the Director of Mental Health (Director) or authorized designee, shall perform specialty mental health services for County in accordance with the terms, conditions, and covenants set forth herein, and in accordance with the 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. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2014, and shall continue in full force and effect through June 30, 2015.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed two additional periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of either the Initial Period or First Automatic Renewal Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or the end of the First Automatic Renewal Period, as applicable.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2015, and shall continue in full force and effect through June 30, 2016.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2016, and shall continue in full force and effect through June 30, 2017.

C. 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 10 (Indemnification and Insurance), 12 (Delegation and Assignment by Contractor), 13 (Subcontracting), 26 (Nondiscrimination in Services), 27 (Nondiscrimination in Employment), 30 (Conflict of Interest), 37 (Child Support Compliance Program), 38 (Licenses, Permits, Registrations, Accreditations, and

Certificates), 44 (Certification of Drug-Free Workplace), 48. (Contractor's Exclusion from Participation in Federally Funded Program), and/or 60 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program).

(3) This Agreement may be terminated in accordance with Paragraphs 5 (Termination for Default), 6 (Termination for Improper Consideration), 7 (Termination for Insolvency), 47 (County Lobbyists), and/or 61 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program).

(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 be responsible for notifying Contractor's current beneficiaries in writing of the termination or expiration of this Agreement in accordance with the requirements in the LMHP Provider Manual or through Provider Bulletins.

(c) 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.

(d) 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. CONTRACTOR ALERT REPORTING DATABASE (CARD): The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4. ADMINISTRATION: The Director shall have the authority to administer this Agreement on behalf of County. All references to the actions or decisions to be made by the County in this Agreement shall be made by the Director unless otherwise expressly provided.

A. The Director may designate one or more persons to act as his/her designee for the purposes of administering this Agreement. Therefore "Director" shall mean "Director and/or his/her designee."

B. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

5. 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 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 5 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6. 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.

7. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately in the event of the occurrence of any of the following:

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

(2) The filing of a voluntary or involuntary petition regarding Contractor under the

Federal Bankruptcy Code.

(3) The appointment of a receiver or trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 7 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. PAYMENT:

A. Reimbursement:

(1) Reimbursement shall be based on the Contractor's submission of a Short-Doyle/Medi-Cal (SD/MC) claim for the prevailing rates shown in the Rate Schedule(s) in the LMHP Provider Manual, or the LMHP Provider Bulletins, which are published and distributed to Contractor by DMH's Medi-Cal Professional Services, and shall only be made for Medi-Cal eligible services that are specified in Attachment II (Service Provisions), or elsewhere in this Agreement. Contractor hereby acknowledges receipt of the LMHP Provider Manual.

(2) The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred to performance hereunder, except as specified herein.

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

(4) 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, 1830.205, and 1830.210 (a) (1)-(2)-(3) and only 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 SD/MC 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.

(5) Contractor shall process all EPSDT Title XIX Medi-Cal and/or Title XIX SD/MC, 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. Contractor shall ensure that all claims submitted are in accordance with and shall sign and certify the "Certification on Medi-Cal Claim", Attachment VII attached hereto and incorporated herein by reference.

(6) Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from any and all claims denials by State,

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 non-appropriation 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) calendar days after the date Contractor renders the services, or more than ninety (90) calendar days after this Agreement terminates, whichever is earlier. Additionally, County shall not be obligated to reimburse Contractor where the claim does not meet applicable 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. Recovery of Overpayments: When based on State adjudication and approval of claims submitted by the Contractor, it is determined that the service was not payable from SD/MC and thus results in an overpayment to Contractor, or when an audit or review performed by County, State and/or federal governments or by any other authorized agency, determines that Contractor has been overpaid for a SD/MC claim, the overpayment under this Agreement shall be due by Contractor to County.

In situations where the determination is subject to a State adjudication and denial of the Contractor submitted claims reflected on the 835 files, County shall recover the overpayment from current and/or subsequent earnings irrespective of the service fiscal year.

For federal audit determinations, audit appeal processes shall be followed; County shall recover federal overpayment 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 ninety (90) calendar 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 (10) days after written notification by County to Contractor of any overpayment due to County by Contractor, Contractor shall notify County as to which of the following five payment options Contractor requests to 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) Deducted from future claims over a period not to exceed such ninety (90) calendar days;

(3) Deducted from any amounts due from County to Contractor whether under this Agreement or otherwise;

(4) Paid by cash payment(s) by Contractor to County over a period not to exceed such ninety (90) calendar days; or

(5) A combination of any or all of the above.

If Contractor does not so notify County within such ten (10) 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.

E. 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.

F. 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 64 (NOTICES).

G. 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 Agreement. 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 Agreement 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 Agreement.

9. 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.

10. INDEMNIFICATION AND INSURANCE:

A. Indemnification:

(1) Contractor shall indemnify, defend and hold harmless COUNTY, its trustees, officers, agents, and employees 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its trustees, officers, agents or employees.

(2) County shall indemnify, defend and hold harmless CONTRACTOR, its trustees, officers, agents, and employees 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its trustees, officers, agents or employees

B. General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs B and C of this Paragraph 10. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

(1) Evidence of Coverage and Notice to County

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

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

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of

each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

(d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County - Department of Mental Health
Contracts Development and Administration Division
550 South Vermont Avenue, 5th Floor
Los Angeles, CA 90020
Attention: Chief of Contracts

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

(2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(3) Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any

change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

(4) Failure to Maintain Insurance

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

(5) Insurer Financial Ratings

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

(6) Contractor's Insurance Shall Be Primary

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

(7) Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(8) Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

(9) Deductibles and Self-Insured Retentions (SIRs)

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

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(10) Claims Made Coverage

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

(11) Application of Excess Liability Coverage

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

(12) Separation of Insured

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

(13) Alternative Risk Financing Programs

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

(14) County Review and Approval of Insurance Requirements

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

C. Insurance Coverage:

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

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

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

(3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not

less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

(5) Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

11. INDEPENDENT STATUS OF CONTRACTOR: Contractor understands and agrees that all persons performing services pursuant to this Agreement are the sole employees or rendering providers 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.

12. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Without the written consent of the Director 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 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 delegate or assignee on any claim under this Agreement. Any payments by County to any delegate 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. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have in Contractor. 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 entity other than the majority controlling

interest therein at the time of execution of this Agreement, such disposition shall be deemed an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or take over 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 the written approval, shall constitute 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.

13. SUBCONTRACTING: No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, shall be null and void, and shall constitute a material breach of the Agreement. In the event of any such breach by Contractor, this Agreement may be terminated forthwith by County.

14. ALTERATION OF TERMS: Except as specified in Paragraph 63 (Administrative Amendments) herein, no addition to, or alteration of, the terms of the body of this Agreement, or the attachments 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.

15. 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 15 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. SECURITY AND BACKGROUND INVESTIGATION:

A. All Contractor staff performing services under this Agreement who are in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

B. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the

Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

D. Disqualification of any member of Contractor's staff pursuant to this Paragraph 16 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

17. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information, including, but not limited to claims, County records, patient/client records and information, and County claims processing information system records, in accordance with WIC Sections 5328 et seq., and with all other applicable County, State and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy. 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 shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Attachment VIII-1, attached hereto and incorporated herein by reference.

C. Contractor shall cause each employee and rendering provider performing services covered by this Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement, Attachment VIII-2, attached hereto and incorporated herein by reference.

D Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement, Attachment VIII-3, attached hereto and incorporated herein by reference.

18. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable federal, State, County, professional laws, rules and statutes regarding patients'/clients' rights, including, but not limited to, applicable provisions of WIC Section 5325 et seq., and CCR Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all patients/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable status, regulations, manuals and policies.

19. 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 and permitted by WIC section 15631. 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 law.

B. Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.9 and 11166. Contractor, and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with law.

C. Contractor Staff and Rendering Providers:

(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.

20. PERFORMANCE STANDARDS: The Contractor shall comply with all applicable federal, State, and County policies and procedures relating to performance standards, including but not limited to those performance standards required by specific federal or State rules for entities receiving their funding. Performance standards will be used as part of the determination of the effectiveness of the services delivered by Contractor.

21. QUALITY MANAGEMENT: The Contractor's level of performance under this Agreement shall be evaluated by the County no less than once every two years. Contractor's failure to meet performance standards may place Contractor's Agreement in jeopardy. Performance deficits will require a Plan of Correction by Contractor. The report shall include improvement/corrective action measures taken by the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or invoke other remedies as specified in this Agreement.

22. 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 State Department of Health Care Services (DHCS) 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 DHCS 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., DHCS, 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, ensure 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 this Agreement (Government Code Section 8546.7).

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

G. Attendance by Contractor at the County's LMHP required trainings is mandatory. Failure by the Contractor to attend such training shall be considered a breach of this Agreement that will result in damages being sustained by the County. County and Contractor agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to attend such mandatory training. The County and Contractor hereby agree that a reasonable estimate of said damages is $100 per occurrence. Therefore, County may, in its sole discretion, assess liquidated damages in the amount of $100 for Contractor's non-attendance at such mandatory training.

23. 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.

24. COUNTY'S QUALITY IMPROVEMENT PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than once every two years. Such evaluation will include assessing Contractor's compliance with all terms and performance standards set forth in this Agreement. 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 remedies as specified in this Agreement.

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

26. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 26, 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 a 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, 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 steps to ensure that those persons who qualify for services under this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or 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.

27. 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, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

B. Contractor shall certify to, and comply with, the provisions of Attachment IX – Contractor's Equal Employment Opportunity (EEO) Certification.

C. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Such treatment shall include, but is not limited to, the following actions: employment, upgrading, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship, and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

D. Contractor shall deal with its bidders, or vendors without regard to or because of race, color,

religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Contractor shall give written notice of its obligations under this Paragraph 27 to labor organizations with which it has a collective bargaining or other agreement.

E. Contractor shall allow State and/or County representative's access to its books, accounts, and records during regular business hours to verify compliance with the provisions of this Paragraph 27 when so requested by Director.

F. 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, cancel, or suspend this Agreement. The County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that 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.

G. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 27, 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.

28. 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.

29. 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.

30. 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. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

31. 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.

32. 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.

33. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: 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 or General Relief

Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAIN/GROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to the Contractor.

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

34. 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.

35. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal laws, including, but not limited to, Title XIX of the Social Security Act, State, CCR Title 9, Chapter 11, 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 DHCS. 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, including but not limited to those 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 recommendations set forth by 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).

E. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the Contractor's stewardship, financial position and/or ability to perform and deliver services under this Agreement.

36. 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 contracts 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 the 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 a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, 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 (5) years, that Contractor

may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed: (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed: or (4) any other reason that is in the best interests of the County.

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 (5) 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).

37. 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 5 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

38. 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.

39. 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.

40. 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.

41. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

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42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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 certify that they are not excluded from participating in Federally funded programs by signing Attachment IV (Attestation Regarding Federally Funded Programs) form, which is attached hereto, and incorporated herein by reference.

Failure by Contractor to meet the requirements of this Paragraph 48 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996, its implementing regulations (HIPAA), and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor understands and agrees that 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 HITECH, and that such obligations relate to *transactions and code sets*, *privacy*, and *security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA and HITECH in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA or HITECH, 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 and HITECH 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, Security, and Breach Notification. 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 or HITECH.

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system.

(1) County has a Guide to Procedure Codes available at http://lacdmh.lacounty.gov/hipaa/index.html which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(2) County has an electronic Data Interchange (EDI) Agreement forms available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm which includes information about the applicable HIPAA transactions that can be processed in the County's Integrated System (IS) and the Integrated Behavioral Health Information System (IBHIS) respectively.

(3) Contractor acknowledges that County is transitioning from the IS to IBHIS in which clinical, demographic, administrative, financial, claims, outcomes, and other information will be exchanged between DMH and contract providers exclusively through the use of EDI transactions.

(4) As County defines standard formats for each EDI transaction and determines the method by which each transaction is to be exchanged between Contractor and County, County shall notify Contractor of the effective date(s) by which Contractor shall be required to implement each newly defined EDI transaction through County's release of revised Companion Guides no less than 180 days prior to the effective date(s) upon which each newly defined EDI transaction is required, unless earlier effective date(s) are imposed by law or regulation.

(5) Contractor acknowledges that County may modify EDI transactions as needed. County shall notify Contractor of the effective dates(s) by which Contractor shall be required to comply with each modified EDI transaction in accordance with County's revised EDI transaction requirements through County's release of revised Companion Guides no less than 90 days prior to the effective date(s) of each modified EDI transaction.

(6) Contractor agrees to comply with the exchange of all EDI transactions specified by County and the method by which these transactions are to be exchanged between Contractor and County as of the effectives date(s) specified by County.

(7) County has Trading Partner Agent Authorization Agreements available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm which includes the Contractor's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Contractor to the IS and IBHIS respectively.

E. Contractor understands that County operates an informational website http://dmh.lacounty.gov/wps/portal/dmh 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 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 Agreements (TPA) available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

50. TECHNOLOGY REQUIREMENTS:

A. Contractor shall acquire, manage, and maintain Contractor's own information technology and systems and/or services in order to meet all functional and EDI transaction requirements as specified by County.

B. Contractor shall ensure that all individuals using electronic methods to sign electronic health records in the performance of work specified under this Agreement complete an Electronic Signature Agreement annually.

(1) Contractor shall maintain a copy of each Electronic Signature Agreement and make them available for inspection by County upon request.

(2) Contractor shall submit to County a Legal Entity Electronic Signature Certification to certify compliance with this provision of this Agreement. Contractors who implement electronic

methods to sign electronic health records subsequent to the execution of this Agreement shall submit to County a Legal Entity Electronic Signature Certification immediately upon implementation.

(3) County has a Legal Entity Electronic Signature Certification and a sample Electronic Signature Agreement available at http://lacdmh.lacounty.gov/hipaa/ffs_EDI_Secure_File_Transfer.htm

51. 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 any 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.

52. 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 V of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes, and is set forth in Attachment V (Safely Surrender Baby Law), attached hereto and incorporated herein by reference.

53. 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.

54. 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

55. 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 (attached hereto and incorporated herein by reference), 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).

56. 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.

57. 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.

58. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This Agreement is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any Contractor that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

59. FORCE MAJEURE:

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

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

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

60. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

61. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 60 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION 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 10 days of notice shall be grounds upon which

County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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

63. ADMINISTRATIVE AMENDMENTS: Modifications to the Additional Group Providers (Attachment VII), including the addition or deleting of providers, may be accomplished through an administrative amendment process. Such administrative amendments may be initiated by the County, with Contractor's written consent. Such modification to the Additional Group Providers (as is set forth in Attachment VII, attached hereto and incorporated herein by reference) shall only be effective for services provided on or after the effective date of the administrative amendment memorializing the modification to the Additional Group Providers (Attachment VII). Such administrative amendments may be executed by Director, or his designee, under delegated authority from the Board of Supervisors without prior approval of County Counsel or CEO. The addition or deletion of provider(s) requires the written consent of the Director, or his designee, and the Contractor. By providing the written consent (e.g. a response to County's request to delete a provider, the submission to County of an application to add a provider, or a written request to delete a provider), Contractor agrees to such administrative amendments, and Contractor's signature is not required to make the amendment effective.

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64. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be 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:	Regents of the University of California dba UCLA Neuropsychiatric Behavioral Health 10920 Wilshire Blvd, Suite 1850 Los Angeles, CA 90024
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

65. DEFINITIONS: Throughout this Agreement references are made to certain terms. For convenience a description of those terms are set forth in Attachment I, (Definitions), attached hereto and incorporated herein by reference. The definitions described therein shall be construed to have the designated meaning unless the meaning is otherwise apparent from the context in which it is used.

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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

Regents of the University of California
dba UCLA Neuropsychiatric Behavioral Health
CONTRACTOR

By _____

Name J. Thomas Rosenthal, M.D., CMO

Title Assoc. Vice Chancellor
(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

Group Boilerplate Revised ~~08/12/13~~

ATTACHMENT I

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. Agreement/Contract means a legal, binding document between the County and a Contractor.

B. Beneficiary means any individual certified as eligible under the Medi-Cal Program according to California Code of Regulation (CCR), Title XXII, Section 51001.

C. CCR means the California Code of Regulations.

D. 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) and who has entered into this Agreement with County.

E. Contract Manager means the individual functioning as liaison with County regarding Contractor's performance hereunder.

F. Credentialing Review Committee (CRC) means the confidential multi-disciplinary group that reviews and considers the applications of all mental health providers whose credentials do not clearly meet the standards for credentialing in the LMHP Provider Network.

G. CPT means Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication.

H. Day(s) means calendar day(s) unless otherwise specified.

I. DHCS means California Department of Health Care Services.

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

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

L. 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.

M. EOB means `Explanation of Balance' for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and `Explanation of Benefits' for Medicare which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data

N. EPSDT means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program.

O. Fee-For-Service (FFS) means a payment system in which providers are paid a specific amount for each service performed as it is rendered and identified by a claim for payment.

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

Q. Funded Program means a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). A Funded Program is made up of one or more Subprograms.

R. 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.

S. GROW means General Relief Opportunities for Work.

T. 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, licensed marriage family therapists and registered nurses with a master's degree within his/her scope of practice. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or contractors of organization providers other than the LMHP.

U. 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.

V. LMHP Network Provider Bulletin (hereafter "LMHP Provider Bulletin") means the publications 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.

W. 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.

X. Medical Necessity means the criteria in Title 9, California Code of Regulations, Chapter 11, Section 1830.205 and 1830.210 that must be met for LMHP reimbursement of specialty mental health services. Medical necessity requires the following three elements: 1) the presence of and included diagnosis, 2) an impairment as a result of the mental disorder, and 3) intervention criteria that address the impairment.

Y. 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.

Z. OIG means Office of the Inspector General.

AA. SD/MC means Short-Doyle/Medi-Cal.

BB. Specialty Mental Health Services means those mental health services provided pursuant to CCR, Title 9, Chapter 11, WIC Section 14680 et seq. and covered by the Procedure Codes listed in the LMHP Provider Manual.

CC. State means the State of California.

DD. Title IX means the Title IX of the California Code of Regulations.

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

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

GG. WIC means the California Welfare and Institutions Code.

ATTACHMENT II

SERVICE PROVISIONS

A. Services to be delivered:

1. Contractor agrees to provide any or all of the following specialty mental health services which fall 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 Policies and Procedures Manual, the County of Los Angeles Department of Mental Health Local Mental Health Plan (LMHP) Medi-Cal Specialty Mental Health Services Provider Manual (LMHP Provider Manual) and subsequent LMHP Provider Bulletins.

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 Board certified psychiatrist or a Psychiatric/Mental Health Nurse Practitioner. The dispensing and storage of medication must be in compliance with all pertinent State and Federal standards.

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

B. Contractor shall be reimbursed under appropriate and specified circumstances for specialty mental health services provided to Medi-Cal beneficiaries of any age by:

   - Board eligible or Board certified Psychiatrists
   - Licensed Clinical Psychologists
   - Psychiatric/Mental Health Nurse Practitioners

C. Contractor shall be reimbursed under appropriate and specified circumstances for specialty mental health services provided to Early and Periodic Screening Diagnosis, and Treatment (EPSDT) Medi-Cal beneficiaries less than 21 years of age by:

   - Licensed Clinical Social Workers
   - Licensed Marriage and Family Therapists
   - Psychiatric/Mental Health Clinical Nurse Specialists certified to provide psychotherapy independently

D. Medi-Cal beneficiaries shall be electronically enrolled in the Department's Integrated System as described in the LMHP Policies and Procedures Manual, the LMHP Provider Manual and subsequent LMHP Provider Bulletins.

E. Contractor shall comply with all documentation requirements established by the State Department of Health Care Services (DHCS) and according to the standards and guidelines established by the LMHP. Services shall not be reimbursed without the required documentation.

F. Contractor agrees to provide specialty mental health services under this Agreement only to those beneficiaries who are Medi-Cal eligible and meet the medical necessity criteria established by the SDMH.

G. Contractor agrees that only one claim for conjoint or family specialty mental health services is to be submitted regardless of the number of clients present.

H Contractor agrees to refer beneficiaries to the LMHP ACCESS Center and to LMHP directly operated and contract providers 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 subsequent 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 and subsequent LMHP Provider Bulletins for beneficiary complaints and shall make records of beneficiary complaints available for authorized review by County and State.

ATTACHMENT III

CHARITABLE CONTRIBUTIONS CERTIFICATION

Regents of the University of California dba UCLA Neuropsychiatric Behavioral Health
Company Name

10920 Wilshire Blvd, Suite 1850, Los Angeles, CA 90024

Address

95-4377221
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)

ATTACHMENT IV

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Medi-Cal Professional Services Agreement's Paragraph 48 (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 specialty mental health services, Regents of the University of California dba UCLA Neuropsychiatric Behavioral Health (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 _____

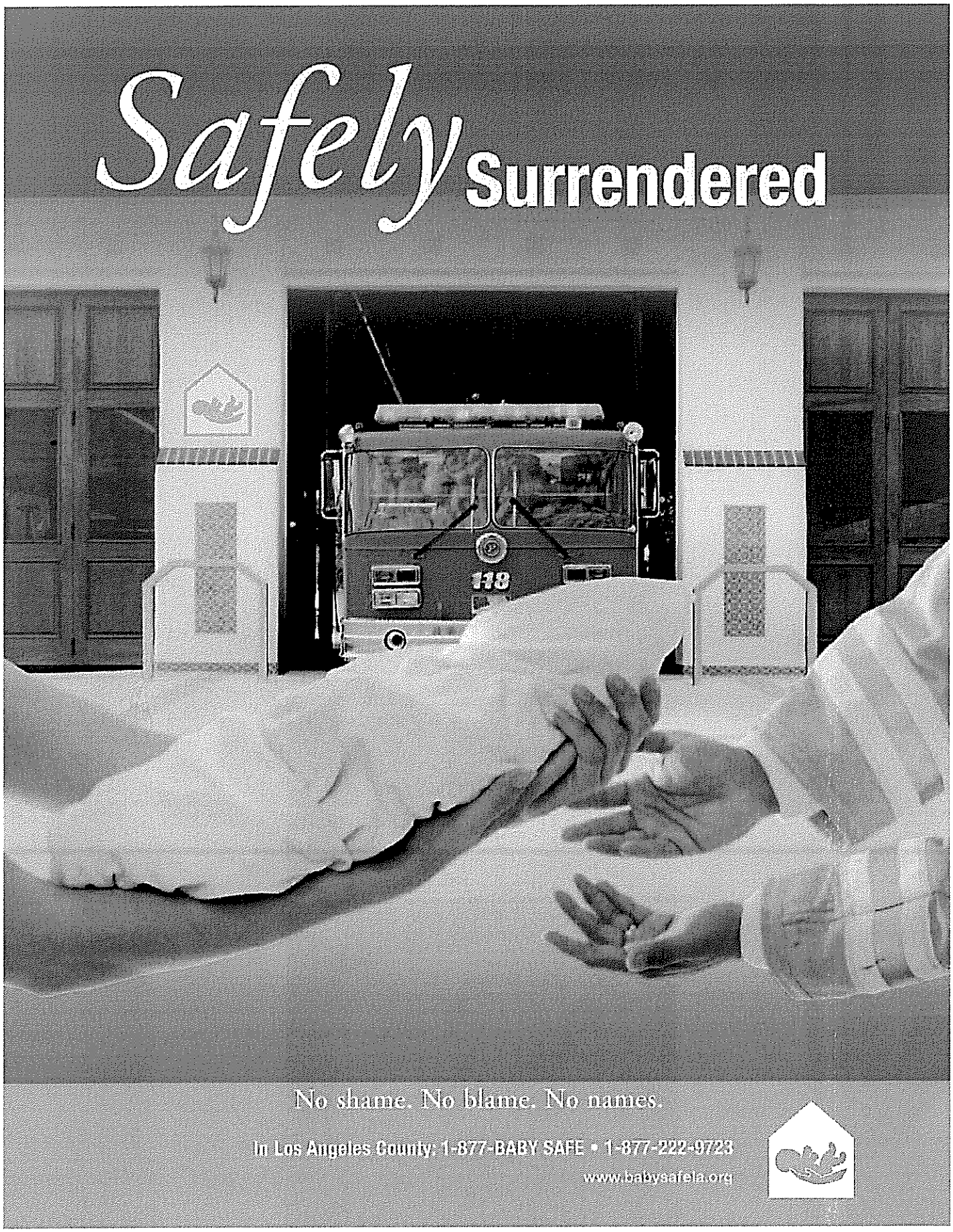
DMH FEE-FOR-SERVICE AGREEMENT

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

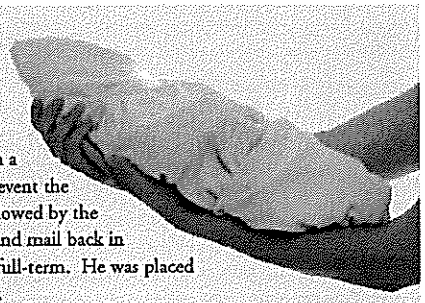
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

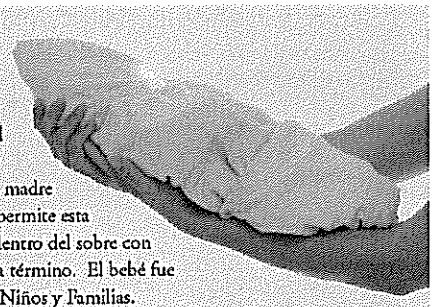
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

ATTACHMENT VI

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CERTIFICATION ON MEDI-CAL CLAIM
(MHXXXX) FOR FISCAL YEARS
____-____ through ____-____

FEE-FOR-SERVICE NETWORK PROVIDER NAME:	**Regents of the University of California dba UCLA Neuropsychiatric Behavioral Health**
PROVIDER NUMBER(S):	GR0053840/GPS000090

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Specialty Mental Health Services at Regents of the University of California dba UCLA Neuropsychiatric Behavioral Health (Network Provider Name) in and for said claimant; that this network provider 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 network 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 Integrated System or submitted is accurate and complete. This network provider 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 network provider agrees to keep for a minimum period of seven years from the date of service (except for children for whom records should be retained at least one year after 18 years of age but never less than seven years) 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 network provider 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 Care Services; the Medi-Cal Fraud Unit; the California Department of Mental Health; the California Department of Justice; the Office of the State Controller; the U.S. Department of Health and Human Services, the 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 network provider 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 network provider 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 Legal Agreement _____
Please print

Signature_____ Telephone # _____Date _____

ATTACHMENT VII

CONTRACTOR: Regents of the University of California dba UCLA Neuropsychiatric Behavioral Health

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 RENDERING 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 RENDERING PROVIDER(S) IN THE GROUP:

NAME/DISCIPLINE/PROVIDER NO.	*NAME/DISCIPLINE/PROVIDER NO.*

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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note – for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:
Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note – for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT IX

CONTRACTOR'S EEO CERTIFICATION

Regents of the University of California dba UCLA Neuropsychiatric Behavioral Health
Contractor Name

10920 Wilshire Blvd, Suite 1850, Los Angeles, CA 90024
Address

95-4377221
Internal Revenue Service Employer Identification Number Vendor Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐ No ☐
2.	The Contractor periodically conducts a self-analysis or utilization analysis of its work force.	Yes ☐ No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐ No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐ No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature Date