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

ROBIN KAY, PH.D.
Acting Director

DENNIS MURATA, M.S.W.
Acting Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

March 01, 2016

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:

AUTHORIZATION FOR A SOLE SOURCE AGREEMENT WITH UNIVERSITY OF SOUTHERN CALIFORNIA FOR TELE-MENTAL HEALTH SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval to enter into a sole source agreement with the University of Southern California for the provision of tele-mental health services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Acting Director of Mental Health (Acting Director), or her designee, to prepare, sign, and execute an agreement, substantially similar to Attachment I, with the University of Southern California (USC) for the provision of tele-mental health services to children or transition age youth (TAY) referred by Department of Mental Health (DMH) social workers assigned at the Martin Luther King, Jr. (MLK) Medical Hub Clinic, or one of the County's other medical hubs. The term of the Agreement will be commencing upon your Board's approval and continue through August 31, 2017, (approximately 18 months), with an option for the Acting Director to extend the term for up to an additional 12 months. The agreement's Total Contract Amount (TCA) through August31, 2017, is $547,500, funded by State Mental Health Services Act (MHSA) revenue. Should the term of the Agreement be extended for an additional 12 months, the TCA for the optional extension period is $365,000, funded by MHSA revenue.

2. Delegate authority to the Acting Director, or her designee, to prepare, sign, and execute future amendments to this agreement, provided that: 1) any future amendments are necessary to meet program needs; 2) any increase to the TCA does not exceed 10 percent of the TCA that your Board

is being asked to approve in Recommendation 1; 3) your Board has appropriated sufficient funds for all changes through the annual budgeting process; 4) approval by County Counsel, or her designee, is obtained for any such amendment; and 5) the Acting Director notifies your Board and Chief Executive Office of agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval will authorize DMH to execute an agreement with USC for the provision of tele-mental health services to children and youth referred by DMH social workers at the MLK Medical Hub Clinic, or one of the other County medical hubs. The USC Telehealth program is a large-scale, completely virtual behavioral health clinic operated as part of USC's School of Social Work. The clinic is staffed with experienced Licensed Clinical Social Workers (LCSW) and trained/supervised Masters of Social Work (MSW) student interns. Potential program participants who present with mild to moderate psychiatric symptoms will be referred by DMH social workers to the USC Telehealth program for intake assessments. If the outcomes of such assessments confirm potential program participants do not require a higher level of care, they will be enrolled into the program and receive mental health services online (i.e., tele-mental health services) via a secure Internet portal maintained by USC. The services will be delivered by USC LCSWs and MSW student interns using the Seeking Safety (SS) and Crisis Oriented Recovery Services (CORS) evidence-based practice (EBP) models. These services are consistent with the MHSA Prevention and Early Intervention (PEI) plan and will be funded by MHSA revenue.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County Strategic Plan Goal 3, "Integrated Services Delivery."

FISCAL IMPACT/FINANCING

The cost for the Initial Term of this agreement is $547,500, funded by State MHSA revenue. Sufficient appropriation and funding is included in DMH's Fiscal Year 2015-16 Final Adopted Budget. There is no County cost impact associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

The Sole Source Checklist approved by the CEO is also attached (Attachment II).

CONTRACTING PROCESS

In accordance with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, DMH presented the Sole Source Notification to the Health Cluster Agenda Review on December 16, 2015. The Board memo dated December 23, 2015, (Attachment III) was sent to your Board following the Health Cluster Agenda Review.

USC is a unique provider that brings a combination of experience and expertise in evidence-based mental health care, research/program evaluation, technology, and child welfare, coupled with philanthropic financial support for the proposed partnership with DMH. Over the past three years, the USC Telehealth program has served on-line over 1,500 highly diverse, therapy clients in their homes. For this program, in order to increase access to mental health services, USC's Telehealth program, using its own funding, will provide an iPad to each client who does not have access to the Internet or a home computer. This telehealth program will be the first and only completely virtual, home based mental health service program for youth at risk of being detained by DCFS.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

Robin Kay, Ph.D

ROBIN KAY, Ph.D.
Acting Director of Mental Health

RK:BM:RB:sk

Enclosures

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

ATTACHMENT I

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF MENTAL HEALTH

AND

UNIVERSITY OF SOUTHERN CALIFORNIA

ON BEHALF OF ITS USC TELEHEALTH

FOR

TELEMENTAL HEALTH SERVICES

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
AND
UNIVERSITY OF SOUTHERN CALIFORNIA
FOR
TELEMENTAL HEALTH SERVICES

This Contract ("Contract") made and entered into this ___ day of _____, 20_ by and between the County of Los Angeles, hereinafter referred to as "County" and University of Southern California (USC) on behalf of its USC Telehealth, hereinafter referred to as "Contractor". USC Telehealth is located at 1150 S. Olive St., Ste. T320, Los Angeles, CA 90015-2211.

RECITALS

WHEREAS, County desires to provide certain innovative tele-mental health prevention and early intervention services contemplated and authorized by the Mental Health Services Act to children and youth; and

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this Agreement; and

WHEREAS, the County desires to engage Contractor for such special services upon the terms provided in this Agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for such special services, including those contemplated herein, and is authorized, by among other provisions, Welfare and Institutions Code sections 5802, 5805, and 5652.5, and 5653, to contract for mental health services in Los Angeles County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between

Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Financial Provisions

1.3 EXHIBIT C - Contractor's EEO Certification

1.4 EXHIBIT D - Forms Required at the Time of Contract Execution

1.5 EXHIBIT E - Jury Service Ordinance

1.6 EXHIBIT F - Safely Surrendered Baby Law

1.7 EXHIBIT G - Charitable Contributions Certification

1.8 EXHIBIT H - Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Contract or "Agreement":** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

2.2 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **County Confidential Information**: Information that is sensitive, proprietary, or personal to which access must be restricted and whose unauthorized disclosure, theft, or improper use could be harmful to a person, process, or the organization.

2.5 **County Data**: Data that is stored or transmitted within, to, and from the County network. This includes, but it is not limited to, Protected Health Information (PHI) and Personally Identifiable Information (PII).

2.6 **County Medical Hubs**: Where medical and mental health assessments and services are provided on a 24/7 basis to meet emergent and ongoing needs of children currently in, or at risk of entering, the foster care system.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **Department or DMH**: The Los Angeles County Department of Mental Health.

2.9 **Department Head or Director**: The Director of the Los Angeles County Department of Mental Health.

2.10 **Eligible Clients**: Children ages twelve (12) to fifteen (15) and Transition Age Youth (TAY) ages sixteen (16) to twenty-one (21) who meet eligibility criteria for services funded by Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) funds and who are referred to Contractor by the Department of Mental Health.

2.11 **Evidenced Based Practice (EBP)**: Practices that have quantitative and qualitative data showing positive outcomes and have been subject to expert/peer review that has determined that a particular approach or program has a significant level of evidence of effectiveness in public health research literature.

2.12 **Mental Health Services Act (MHSA)**: A ballot initiative adopted by the California electorate on November 2, 2004, which created a new permanent revenue source, administered by the State Department of Health Care Services (DHCS), for the transformation and expanded delivery of mental health services provided by State and County agencies and which requires the development of integrated plans for prevention, innovation, and system of care services.

2.13 **Personally Identifiable Information (PII)**: Any data that could potentially identify a specific individual. Any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data can be considered PII.

2.14 **Protected Health Information (PHI)**: Individually identifiable information relating to the past, present or future physical or mental health, or condition, of an individual; provision of health care to an individual; or the past, present or future payment for health care provided to an individual.

2.15 **Prevention and Early Intervention (PEI)**: Programs and activities aimed to promote positive mental health and related functional outcomes for individuals with early onset of a serious emotional disturbance (children/youth) or a serious mental illness (adults/older adults).

2.16 **Tele-mental Health**: The mode of delivering mental health services through a secure Internet portal.

3.0 WORK

3.1 Contractor shall provide services to County as set forth in Exhibit A (Statement of Work (SOW)) which is attached hereto and incorporated by reference as though fully set forth herein.

3.2 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract and Exhibit A, SOW, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM

4.1 TERM OF CONTRACT

4.1.1. The term of this Contract shall commence upon Board approval and continue through August 31, 2017, ("Initial term") unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.1.2 The County has the sole option to extend the Contract term for up to an additional twelve (12) months after the Initial Term through August 31, 2018. Such extension option may be exercised at the sole discretion of the Director of Mental Health as authorized by the Board of Supervisors.

4.1.3. 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.

4.1.4. The Contractor shall notify DMH when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DMH at the address herein provided in subparagraph 8.35.

5.0 FINANCIAL PROVISIONS

5.1 In consideration of services and/or activities provided by Contractor, County shall reimburse Contractor in the amount and manner described in Exhibit B (FINANCIAL PROVISIONS) attached thereto and by this reference incorporated herein.

5.2 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 in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DMH at the address herein provided in subparagraph 8.35.

5.4 **No Payment for Services Provided Following Expiration-Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract

shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract. Nothing in this provision is intended to preclude Contractor after the expiration or other termination of this Contract from submitting claims for services provided by Contractor prior to expiration or other termination of this Contract, as otherwise provided for in Exhibit B Financial Provisions.

5.5 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 The Department Head shall have the authority to administer this Agreement on behalf of the County. All references to the actions or decisions to be made by the County in this Agreement shall be made by the Department Head unless otherwise expressly provided.

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

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

7.1.1 The Contractor shall notify the County in writing of any change of Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's personnel on a regular basis.

7.2 **Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed

changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 **Background and Security Investigations**

7.3.1 Each of Contractor's staff, including Student Interns, performing services under this Contract, who is 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 Contract. 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 of whether the member of Contractor's staff passes or fails the background investigation.

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

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

7.3.4 Disqualification of any member of Contractor's staff, including Student Interns, pursuant to this subparagraph 7.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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7.4 Confidentiality

7.4.1 Contractor and County shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.4.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with this subparagraph 7.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subparagraph 7.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.4.3 Contractor shall inform all of its officers, employees, agents, Student Interns, and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.

7.4.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit D -1.

7.4.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions

of the “Contractor Employee Acknowledgment and Confidentiality Agreement”, Exhibit D -2.

7.4.6 Contractor shall cause each non-employee performing services, including Student Interns, covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement”, Exhibit D -3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by Department Head or his/her designee.

8.1.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director or his/her designee.

8.1.3 The Department Head or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in subparagraph 4.1 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head.

8.2 Assignment and Delegation

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written Amendment to the Contract, which is formally approved and

executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. 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.

8.3 Authorization Warranty

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

8.4 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. Upon receipt of such notice, Contractor shall have the option to terminate this Contract as of the date of such reduction in payment obligation, which Contractor may exercise by providing prompt written notice of its intent to terminate to County at the address provided in subparagraph 8.35.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints, including those of discriminatory nature as described in subparagraph 8.29.2.

8.5.1 Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to consumer complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, Student Interns, agents, or Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subparagraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract 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, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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 the 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 twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the

Contract, the Sub-Contractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

8.9 Conflict of Interest

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

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates.

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

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8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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.

8.12.2 Chapter 2.202 of the County Code

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 contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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 a 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, 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.

8.12.4 Contractor Hearing Board

1. 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.

2. 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 tentative 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.

3. 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 Contractor Hearing Board.

4. 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.

5. 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 (5) 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.

6. 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 recommendation 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 Contractor Hearing Board.

8.12.5 **Sub-Contractors of Contractor**

These terms shall also apply to Sub-Contractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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 Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who

benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract 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 Withholding 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).

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract 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 the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Quality Management Program

8.16.1 Contractor shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 105.01, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established

County, State, and federal service standards and complies with the standards set by the DHCS through the Performance Contract and/or Mental Health Plan Agreement.

8.16.2 The Contractor's Quality Management Program shall be consistent with Department's Quality Improvement Program Policy No. 105.01 including the Department's Quality Improvement Work Plan and participation in Service Area Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 105.01.

8.16.3 The Contractor's Quality Management Program shall be consistent with the Department's Cultural Competency Plan.

8.16.4 The Contractor's Quality Management Program shall be consistent with the Department's Quality Assurance requirements for Contract Providers as outlined in Clinical Documentation for all Payer Sources Policy 104.09.

8.16.5 The Contractor's level of performance under this Agreement shall be evaluated by the County no less than annually. Contractor's failure to meet performance standards may place Contractor's Agreement in jeopardy; performance deficits that are not remedied by Contractor will be reported to the Board of Supervisors. The report shall 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 invoke other remedies as specified in this Agreement.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended.

The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile or Email Representations

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), 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 subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Sub-Contractor, 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 Sub-Contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “Sub-Contractor” and “Sub-Contractors” mean Sub-Contractors at any tier.

8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract, including Student Interns, all compensation and benefits, if any. The County shall have no liability or responsibility for the payment of any salaries,

wages, unemployment benefits, Worker's Compensation benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel, including Student Interns, provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract, including Student Interns, are, for all intents and purposes, solely employees of the Contractor and not employees of the County. The parties acknowledge that Student Interns are not covered by Contractor's Workers' Compensation insurance. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person covered by Workers' Compensation as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.4 - Confidentiality.

8.23 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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in subparagraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract. Contractor may meet its obligations under this Section

8.24 and Section 8.25 through a program of self-insurance, a commercial insurance carrier or a combination of both.

8.24.1 **Evidence of Coverage and Notice to County**

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

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

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

- 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.

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

County of Los Angeles - Department of Mental Health
Contracts Development and Administration Division
550 South Vermont Avenue, 5th Floor, Room 500
Los Angeles, CA 90020
Attention: Angel Baker, Acting Division Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee or Student intern 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 Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **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 the County in connection with this Contract. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 **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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 **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 Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 **Insurer Financial Ratings**

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

8.24.6 **Contractor’s Insurance Shall Be Primary**

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

8.24.7 **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 Contract. The Contractor shall require its insurers to execute any waiver

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

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

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

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

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

8.24.10 **Claims Made Coverage**

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

8.24.11 **Application of Excess Liability Coverage**

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

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8.24.12 **Separation of Insureds**

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

8.24.13 **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 any approved program.

8.24.14 **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.

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million ($1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

  Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million ($2,000,000) per claim and two million ($2,000,000) 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.

- **Professional Liability-Errors and Omissions**

  Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and two ($2) 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.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the

Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's electronic claims and/or invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) day notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Nondiscrimination in Services

8.29.1 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 subparagraph 8.29, 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.

8.29.2 Contractor shall establish and maintain written complaint procedures, as outlined in subparagraph 8.5 of this Contract, 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 Department Head for the purpose of presenting his/her 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.

8.29.3 If direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) are provided hereunder, Contractor shall have admission policies which are in accordance with California Code of Regulations Title 9, Sections 526 and 527, and which shall be in writing and available to the public. Contractor shall not employ discriminatory practices in the admission of any person, assignment of accommodations, or otherwise. Any time any person applies for services under this Agreement, such person shall be advised by Contractor of the complaint procedures described in the above paragraph. A copy of such complaint

procedures shall be posted by Contractor in each of Contractor's facilities where services are provided under this Agreement in a conspicuous place, available and open to the public.

8.30 Non Exclusivity

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

8.31 Notice of Delays

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

8.32 Notice of Disputes

The Contractor shall bring to the attention of the Department Head or his/her designee any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.33 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Sub-Contractor 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 No. 1015.

8.34 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees at USC Telehealth, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 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. Department Head shall have the authority to execute all notices or demands 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 (10) days prior written notice thereof to the other party.

For the County, please use the following contact information:

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

For the Contractor, please use the following contact information:

1150 S. Olive St., Ste T320
Los Angeles, CA 90015-2211
Attention: MaryAnn Frattarole

With a copy to:
USC Office of General Counsel
1510 San Pablo St., HCC 600
Los Angeles, CA 90033

8.36 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 Public Records Act

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subparagraph 8.39 - Record Retention

and Inspection-Audit Settlement of this Contract; as well as those documents which were required to be submitted for this Contract, become the exclusive property of the County. To the extent permissible by law, all such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 Publicity

8.38.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, neither party shall publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the other party, nor shall such party authorize another to publish or disseminate such materials, without the prior written consent of the other party, which for County shall be County's Project Director. The parties shall not unreasonably withhold written consent.

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The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.38 shall apply.

8.39 Record Retention, Inspection-Audit Settlement, and Reports

8.39.1 Records

1. Direct Services and Indirect Services Records: Contractor shall maintain a record of all direct services and indirect services rendered by all professional, para-professional, intern, student, volunteer and other personnel under this Agreement in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made available within three (3) business days for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Agreement and during the applicable period of records retention. Records shall be maintained by Contractor at location in Los Angeles County as specified in this Agreement. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection, review, and/or audit at such other location. In addition to the general requirements in this subparagraph 8.39, Contractor shall comply with any additional patient/client record requirements described in the Service Exhibit(s) and shall adequately document the delivery of all services described in the Service Exhibit(s).
   A. Patient/Client Records (Direct Services): Contractor shall maintain treatment and other records for each individual patient/client of all direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and federal requirements. Such treatment and other records shall include, but not be limited to, patient/client identification number, demographic information, all data elements required by the County's claims processing information system, consent for treatment form, assessment, treatment plan, progress notes, and any other applicable

information. The required data elements shall be in accordance with the Organizational Provider's Manual, which can be accessed at this website: - http://file.lacounty.gov/dmh/cms1_159846.pdf.

All patient/client records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

1) Seven (7) years following discharge of the patient/client or termination of services;

2) For minors, until such time as the minor reaches 25 years of age;

3) Three (3) years after completion of all County, State and/or federal audits; or

4) Three (3) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Nothing in this subparagraph shall limit Contractor's obligation to retain records for the period described by law.

B. Case Management Support Services, Outreach Services, and Client Supportive Services Records (Indirect Services): Contractor shall maintain accurate and complete program records of all indirect services (i.e., all services other than direct services) in accordance with all applicable County, State and federal requirements. All program records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

1) Seven (7) years following the expiration or earlier termination of this Agreement;

2) Three (3) years after completion of all County, State and/or federal audits; or

3) Three (3) years after the conclusion of any audit appeal and/or when audit findings

are fully resolved. During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection and/or audit. Nothing in this subparagraph shall limit Contractor's obligation to retain records for the period described by law.

2. Financial Records: Contractor shall prepare and maintain, on a current basis, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles, with the procedures set out in the State's Cost and Financial Reporting System (CFRS) Instruction Manual, and with all applicable federal, State and County requirements, guidelines, standards, and procedures. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be furnished to Contractor by County upon request. The above financial records shall include, but are not limited to:

(a) Books of original entry and a general ledger.

(b) Reports, studies, statistical surveys or other information Contractor used to identify and allocate indirect costs. "Indirect costs" shall mean those costs as described by the guidelines, standards, and procedures which may be provided by County in writing to Contractor, the Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15-1 and #15-2), and the OMB Uniform Guidance, Subpart E: Cost Principles.

(c) Bronzan-McCorquodale/County statistics and total facility utilization information (e.g., patient days, visits) which can be identified by type of service pursuant to any policies and procedures which may be provided by County in writing to Contractor.

(d) A listing of all County remittances received.

(e) Patient/client financial folders clearly documenting:

1) Contractor's determination of patient's/client's eligibility for Medi-Cal, medical insurance and any other third party payer coverage; and

2) Contractor's reasonable efforts to collect charges from the patient/client, his/her responsible relatives, and any other third party payer.

(f) Individual patient/client ledger cards indicating the type and amount of charges incurred and payments by source and service type.

(g) Employment records.

3. The entries in all of the above financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by employee and countersigned by supervisor, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the State's CFRS Instruction Manual, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15–1 and #15–2), and Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services. All such records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

(a) Seven (7) years following the expiration or earlier termination of this Agreement;

(b) Three (3) years after completion of all County, State and/or federal audits; or

(c) Three (3) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Such access shall include access to individuals with knowledge of financial records and Contractor's outside auditors, and regular and special reports from Contractor. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

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5. Preservation of Records: If, following termination of this Agreement, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within forty-eight hours of closure or ownership change, Director of DHCS and Director shall be notified in writing by Contractor of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this subparagraph.

8.39.2 Audits

1. Contractor shall provide County and its authorized representatives access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, or any other records relating to this Agreement.
2. County may, in its sole discretion, perform periodic fiscal and/or program review(s) of Contractor's records that relate to this Agreement. If County determines that the results of any such reviews indicate the need for corrective action, Contractor shall within 30 calendar days after receiving the findings of the fiscal and/or program review, either (a) submit a corrective plan of action to the Department, or (b) request a review by the Director. If Contractor requests a review by the Director within the 30 calendar days, and if a corrective plan of action is then required, Contractor shall have 30 calendar days to submit its corrective plan of action.
3. Audit Reports: In the event that any audit of any or all aspects of this Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with the Department's Contracts Development and Administration Division within 30 calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Agreement. Contractor shall promptly notify County of any request for access to information related to this Agreement by any other governmental agency.
4. California Department of Health Care Services (DHCS) Access to Records: Contractor agrees that for a period of seven (7) years following the furnishing of services under this Agreement; three (3) years after final audit is completed including appeals, or seven (7) years after termination of this Agreement; whichever occurs later,

Contractor shall maintain and make available to the DHCS , the Secretary of the United States Department of Health and Human Services (HHS), or the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in subparagraph 8.41 and in this subparagraph 8.39.2.

5. Federal Access to Records: Grant-funded programs require audits and compliance with federal guidelines pursuant to OMB Uniform Guidance, Subpart F: Single Audit Requirements. If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Agreement, three (3) years after final audit is completed including appeals, or seven (7) years after termination of this Agreement; whichever is later Contractor shall maintain and make available to the Secretary of the United States Department of HHS, or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontractor shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in subparagraph 8.41 and in this subparagraph 8.39.2.

8.39.3 Reports

1. Contractor shall make reports as required by Director, State, or the federal government regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least 30 calendar days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.
2. Income Tax Withholding: Upon Director's request, Contractor shall provide County with certain documents relating to Contractor's income tax returns and employee income tax withholding. These documents shall include, but are not limited to:

   (1) A copy of Contractor's federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).

   (2) A copy of a receipt for, or other proof of payment of, each employee's federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.
3. County Claims Processing Information System:

   (1) Notwithstanding any other provision of this Agreement, only units of service submitted by Contractor into the County's claims processing information system shall be counted as delivered units of service.

   (2) Notwithstanding any other provision of this Agreement, claims entered into the County's claim processing information system shall be attributed to a specific Funded Program and Subprogram based upon the plan identified by Contractor when submitting the claim into the County's claims processing information system.

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

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8.40 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.41 Subcontracting

8.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Sub-Contractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.41.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.

8.41.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.41.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.

8.41.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval

of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.41.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.41.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. The Contractor shall ensure delivery of all such documents to DMH before any Sub-Contractor employee may perform any work hereunder.

8.42 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subparagraph 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 Termination for Convenience

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, or the Contractor, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the other party, with such notice to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the

extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.39, Record Retention and Inspection-Audit Settlement.

8.44 Termination for Default

8.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the sole judgment of County's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in subparagraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.44.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.44, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.44, or that the default was excusable under the provisions of subparagraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.43 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Improper Consideration

8.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor’s performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies

against the Contractor as it could pursue in the event of default by the Contractor.

8.45.2 The 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 (800) 544-6861.

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

8.46 Termination for Insolvency

8.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (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 the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

  The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this subparagraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the

Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.49 Validity

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

8.50 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty Against Contingent Fees

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

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

8.52 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 contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 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 subparagraph 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.54 Time Off for Voting

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors 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.

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8.55 Certification of Drug-Free Work Place

Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not illegally 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 (5) days thereafter, shall notify Director in writing.

8.56 Contractor's Exclusion From Participation In A Federally Funded Program

Contractor hereby warrants that neither it nor any of its staff members, including Student Interns, is restricted, excluded or suspended 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 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments 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. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

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 Office of Inspector General (OIG), and State officials have the discretion not to exclude.

The mandatory bases for federal 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.

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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 health care 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 health care 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. Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.
Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members, including Student Interns, from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Attachment VI (Attestation Regarding Federally Funded Program) as part of its obligation under this Section 8.56.

Contractor shall also comply with DMH Policy "Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts" which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

Failure by Contractor to meet the requirements of this Section 8.56 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

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9.0 UNIQUE TERMS AND CONDITIONS

9.1 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

9.1.1 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.

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

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

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

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

(2) County has Electronic Data Interchange (EDI) Agreement forms available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.html 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. Revised Companion Guides shall be released prior to the effective date(s) upon which each newly defined EDI transaction is required in accordance with the schedule below and in accordance with County's estimate of the effort required to implement each newly defined EDI transaction, unless earlier effective date(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual agreement between County and Contractor.

(a) 180 days for new EDI transactions requiring major development and testing

(b) 150 days for new EDI transactions requiring moderate development and testing

(c) 120 days for new EDI transactions requiring minimal development and testing.

(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. Revised Companion Guides shall be released prior to the effective date(s) upon which each modified EDI transaction is required in accordance with the schedule below and in accordance with County's estimate of the effort required to implement each revised EDI transaction, unless earlier effective dates(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual agreement between County and Contractor.
(a) 90 days for moderately modified EDI transactions
(b) 60 days for minimally modified EDI transactions.

(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.htmL 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.

9.1.5 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.

9.1.6 Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

9.1.7 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.html shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

9.1.8 Contractor acknowledges that County participates in the Meaningful Use of Electronic Health Records Incentive Program (MU Program) under the HITECH Act which requires the annual submission of data documenting the compliance of eligible professionals with certain MU measures.

9.1.9 County and Contractor further understand and agree that mutual cooperation in the collection and reporting of MU Program measures may be required in cases in which both County and Contractor have employed or contracted the professional medical services of the same eligible professional during any calendar year in which the MU Program is in effect. In such cases, the requesting party shall deliver to the receiving party a letter on agency letterhead indicating the specific information requested, the format in which the information is to be delivered to the requesting party, and the required date of delivery of the information requested. The receiving party shall have thirty (30) days from receipt of the request to deliver the requested information to the requesting party in the format specified by the requester.

9.2 Technology Requirements

9.2.1 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.

9.2.2 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/edi_homepage.html

9.3 Local Small Business Enterprise (SBE) Preference Program

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The 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.

9.3.3 The 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.

9.3.4 If the 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 contract 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 ten (10) percent of the amount of the contract; and

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

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

9.4 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 Charitable Contributions Certification, Exhibit G, 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)

9.5 Transitional Job Opportunities Preference Program

9.5.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.5.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

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

9.5.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, 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 ten percent (10%) of the amount of the contract; and

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

The above penalties shall also apply to any entity 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 certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.6 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or

information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:
http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization.* Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable. Contractor shall comply with the terms and conditions of Exhibit H (Information Security and Privacy Requirements) of this Contract.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Robin Kay, Ph. D.
Acting Director of Mental Health

_____
University of Southern California
on behalf of its USC Telehealth

By _____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Interim Chief, Contracts Development
and Administration Division

EXHIBIT A

STATEMENT OF WORK

UNIVERSITY OF SOUTHERN CALIFORNIA (USC), USC TELEHEALTH FOR CHILDREN AND TRANSITION AGE YOUTH (TAY) AGES 12 - 21

Provided under the
Mental Health Services Act (MHSA)
Prevention and Early Intervention (PEI) Plan

1. GENERAL

1.1 In collaboration with senior leadership at the Department of Mental Health (DMH), the Department of Child and Family Services (DCFS) and the Department of Health Care Services (DHCS), Contractor designed a program to provide innovative tele-mental health Prevention and Early Intervention (PEI) services to youth referred by Department of Mental Health social workers assigned at the Martin Luther King, Jr. (MLK) Medical Hub Clinic, or one of the other County Medical Hubs. For purposes of this Statement of Work, this program is referred to as the Telehealth Program.

The intent of the Telehealth Program model is to 1) identify Eligible Clients between ages 12 to15 (children) or ages 16 to 21 (Transition Age Youth), who have experienced or have been witness to traumatic events such as child sexual abuse, domestic violence, traumatic loss, and/or who are diagnosed with or experiencing difficulty related to symptoms such as Post-Traumatic Stress Disorder (PTSD), depression, anxiety, or co-occurring disorders, and 2) provide early intervention tele-mental health services to ameliorate the impact of the traumatic events. Specifically, the focus of the early intervention model is 1) to reduce trauma related symptoms, increase resilience, increase peer and parental support for children/TAY, and 2) improve access to mental health services for those who are underserved either because they are unaware of available services, have access issues such as transportation or mobility limitations, or because they may be reluctant to access services due to stigma and/or discrimination. The rationale for choosing the target population was very purposeful. Identifying and providing services to these children and youth early in the process has advantages both in terms of early intervention and also in terms of providing an often underserved population with mental health services in an easy to access platform.

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1.2 Contractor shall implement all services and tasks as set forth in this Statement of Work, including the following Evidenced Based Practices (EBP):

1. Seeking Safety for Children/TAY
2. Crisis Oriental Recovery Services (CORS)

2. PERSONS TO BE SERVED

2.1 Contractor's Licensed Clinical Social Workers (LCSW) and Masters of Social Work (MSW) Student Interns, identified as Mental Health Practitioners hereafter, shall provide services to children ages between 12 and 15, and TAY ages between 16 and 21. Program participants will be identified by co-located DMH social workers assigned to the MLK Hub, and/or to other County Medical Hubs. Clients currently living within their home, but at risk of detention, will be screened and selected for their appropriateness for tele-mental health services by designated DMH co-located social workers. The Telehealth Program is intended as an early intervention for children/TAY who are presented with mild to moderate psychosocial problems or mental health conditions with a wide range of issues including, but not limited to, emotional, behavioral, family, and academic challenges related to mental illness; substance abuse; trauma including physical or sexual abuse and neglect; incarceration; and exposure to domestic, school, and community violence. Anticipated diagnoses range from adjustment disorders to major depressive, anxiety, co-occurring mental health and substance use, and posttraumatic stress disorders. The services are intended particularly for those individuals who are not currently receiving mental health services.

2.2 It is estimated that 225 clients will be served during the initial contract term.

3. SERVICE DELIVERY

Services shall be delivered via telehealth by USC LCSW and USC School of Social Work Student Interns located throughout the State of California (State). Clients residing in LA County will utilize their home computer/laptop/tablet to access mental health services from their home via the USC telehealth secure platform, or "Qualified iPad Clients" may borrow a loaner iPad, if available, from Contractor for access to the USC Telehealth secure platform. "Qualified iPad Clients" are clients who do not have access to the necessary equipment and/or internet/wifi capability to run the USC Telehealth platform, provided that such Qualified iPad Clients and the client's guardian sign an iPad loaner agreement that outline the requirements and restrictions for the iPad loan and the responsible usage of the data (internet) services provided, in addition to other reasonable requirements that Contractor may impose. If data is misused in regards to accessing inappropriate content or unauthorized use resulting in data

charges not related to the services described in this agreement, clients may be subject to being dismissed from the program and asked to return the iPad immediately. For clients who are discharged due to inappropriate usage of the loaner iPads, Contractor will identify and link clients to appropriate community-based mental health services.

4. PROGRAM ELEMENTS AND SERVICES

Contractor shall provide services that include a child/adolescent initial assessment, followed by approved Prevention and Early Intervention (PEI) services conducted online with clients in their homes via client's home computer/laptop /tablet or a loaner iPad provided by Contractor. Contractor will collaborate with designated co-located DMH social workers (clinical liaisons) at the MLK hub or other County Medical Hubs.

While treatment duration will vary widely depending on the PEI EBP incorporated in each client's treatment plan, clients will participate in a maximum of 26 individual weekly sessions, maintaining fidelity to the EBP being provided. At least the first two sessions will be dedicated to initial assessment of the client's clinical needs.

If during or after this initial assessment, the client demonstrates a need for clinical intervention outside the scope of Contractor's services, Contractor will identify and link client to appropriate community-based service options to address the concern which includes, but may not be limited to, medication support, crisis services, or ongoing mental health treatment.

The services Contractor shall provide will include mental health services utilizing one of two specific evidence-based practices: (1) Seeking Safety or (2) Crisis Oriented Response Services (CORS) depending on presenting symptoms. Together with DMH, Contractor will evaluate the feasibility of incorporating additional PEI EBPs based on clients' presenting needs.

Contractor does not provide medication prescribing or medication support services. If services are needed in this area, Contractor will refer clients to other Community-based Mental Health Services providers with such available services. Contractor will offer case management, information and referral support to assist clients in accessing psychiatric consultation and/or medications. Specially, Contractor shall provide the following services and clinical tasks as described below:

4.1 <u>Culturally and Linguistically Appropriate Services</u>. If possible, Services shall be delivered by professional staff with similar cultural and linguistic backgrounds to those of the client population(s) being served. Contractors shall understand and utilize the strengths of culture in service delivery and, if possible, incorporate the languages and cultures of their clients into the services that provide the most effective outcomes.

4.2 Outpatient Mental Health Services. The program model identified above will be offered virtually via Contractor's secure platform. Some services such as crisis intervention, which may not be formal aspects of the chosen EPB, may be offered by Contractor through linkage to other specialty mental health services agencies within DMH's network during the course of treatment in order to provide for emergent client needs. Contractor shall refer clients requiring additional care extending beyond completion of the selected EPB to specialty mental health services for longer term or more intensive interventions. Contractor will retain clinical responsibility for such clients until they are successfully transitioned.

4.2.1 Individual Therapy. Services are provided for individual clients utilizing the chosen EPB. As with most PEI interventions, individual therapy is limited to the treatment protocols contained within the chosen EBP. In most instances, individual therapy is short-term and in most cases, should terminate following the completion of the chosen EBP. Clinical tasks include developing diagnoses, treatment planning, and the provision of the chosen EBP.

4.2.2 Family Therapy. Family therapy is provided to clients along with their families utilizing the chosen EBP (clients must be part of family therapy sessions). Family therapy is a core intervention for both Seeking Safety and CORS EBPs. Participation of family members in the EBP should be consistent with and relevant to the established treatment plan and fidelity to EBP treatment model.

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

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

4.2.5 Assessment Services. Services are provided at intake and other critical junctures during treatment in order to ascertain progress. Clinical tasks include intake assessment, screenings, and on-going clinical assessment of treatment outcomes.

4.2.6 Case Management. This service is provided in order to keep clients engaged with treatment or connected with other ancillary services. Clinical tasks include referral and linkage to specialty mental health services. Contractor will identify appropriate referrals

to those patients that are in need of a longer term or more intensive treatment. In these situations, Contractor will retain clinical responsibility for such cases until they are successfully transitioned into the appropriate setting.

4.2.7 Emergencies During Business Hours (not during scheduled session): Contractor shall provide and make available to Clients Contractor's main business line (866) 740-6502, which shall be staffed during business hours to reach one of Contractor's Client Navigators who are trained to collect immediate pertinent information and route to the Mental Health Practitioner's or Mental Health Practitioners' supervisor. If neither can be reached, Mental Health Practitioners shall follow Contractor's Policies & Procedures and emergency protocols.

4.2.8 Emergencies During Business Hours: (during client's scheduled session): Mental Health Practitioners shall follow Contractor's Policies & Procedures and emergency protocols. If the Mental Health Practitioner determines that the situation is critical, such as an immediate safety or medical emergency, she/he will immediately contact 911 to report and then contact his or her supervisor, the on-call clinical supervisor, or Telehealth's clinical director. Contractor will document all emergency contacts and interventions in detail in the client's Electronic Medical Records (EMR).

4.2.9 Emergencies Occurring After Business Hours (nights and weekends): Contractor shall provide clients with a toll-free number specifically for after-hours emergencies that will be routed to a designated on-call Licensed Clinical Social Worker (LCSW). The on-call LCSW will assess the caller's level of risk and determine appropriate next steps which may include calling the client's emergency contact, Los Angeles County Access Center and/or Psychiatric Mobile Response Team, Child Protection Hotline, or law enforcement. Each intervention will be documented in the client's EMR.

5. CLINICAL GOALS AND OUTCOMES

PEI services, using Seeking Safety and CORS EBPs will be offered by Contractor. "Early Intervention" is defined as intervention directed toward individuals and families/caregivers for which a short duration (usually less than one year) of relatively low-intensity intervention is appropriate. Such "Early Intervention" includes services, separate from other supportive, medically necessary services, such as assessments, medication support, case management, and crisis intervention should measurably improve a mental health problem or concern very early in its manifestation, avoiding the need for more extensive mental health treatment or services or preventing a mental health

problem from getting worse. Identifying and treating these youth earlier in the process has the distinct advantage of providing mental health services while the child/youth remains in the home. Ultimately, this model should result in a reduction in the number of youth that are placed in foster care.

The Contractor will collect and submit to DMH the following outcomes measures:

Program Outcomes	Method/Measure of Success
1. Improve behavioral functioning	▪ Youth Outcome Questionnaire, Youth Outcome Questionnaire-Self Report
2. Decrease symptoms of Anxiety and PTSD	▪ Evaluation tool: (i.e., UCLA PTSD-RI-5, Posttraumatic Stress Disorder Checklist-5 [PCL-5])
3. Decrease symptoms of depression	▪ Youth Outcome Questionnaire, Youth Outcome Questionnaire-Self Report, Outcome Questionnaire(especially the Interpersonal Distress, Somatic, and Critical Items subscales)
4. Decrease symptoms of trauma	▪ UCLA PTSD-RI-5, PCL-5
5. Improve social competence and/or peer relationships, compliance, relationships within the home, and reduce interpersonal problems, substance abuse, interpersonal problems, and other behavioral problems	▪ Youth Outcome Questionnaire, Youth Outcome Questionnaire-Self Report(particularly the Interpersonal Relations and Social Problems subscales) ▪ Outcome Questionnaire (OQ) Interpersonal Distress, Interpersonal Relations, Social Problems, and Behavioral Dysfunction subscales)

6. DATA COLLECTION

Contractor shall have the ability to collect, manage, and submit data and reports as directed by the DMH to demonstrate, profile, track, and document the effectiveness of: 1) services delivered; 2) performance outcomes; and 3) quality improvement interventions including pertinent demographics of persons receiving services. Consistent with collecting and reporting of data for PEI EBPs, Contractor will submit a data collection plan within 30 days of contract execution. Contractor's data collection plan shall include a description of appropriate specific measures and data analysis methods that are currently in place and/or those to be developed to ensure accuracy of data for services delivered and performance outcomes measured. The data collection plan shall include a description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data

analysis, data reporting, and/or other data accuracy problems and actions already taken.

7. PERFORMANCE-BASED CRITERIA

7.1 Contractor shall be evaluated by DMH based on Performance-based Criteria that measures the Contractor's performance related to operational measures that are indicative of quality program administration by Contractor. These criteria are consistent with the MHSA and the PEI Plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.

7.2 Contractor shall collaborate with DMH to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. Should there be a change in federal, State and/or County policies/regulations, DMH, at its sole discretion, may change or revise these Performance-based Criteria.

7.3 Contractor shall cooperate with DMH in the regularly scheduled monitoring of the program, including review of agency and program records, site visits, telephonic conferences, correspondence, and attendance at contractor meetings where the Contractor's adherence to the performance-based criteria will be evaluated.

7.4 The Performance-based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Contractor has multidisciplinary and multi-lingual team staffing	Staff roster, List of Treatment Staff and Language Capability	Contractor retains Mental Health Practitioners able to provide services that are culturally and linguistically sensitive.

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
2. Complete and accurate records are maintained that track referrals, usage, expenditure, as well as specific demographic, diagnostic, and outcome data for program participants	Review of Program utilization reports for accuracy and completeness	Contractor maintains an accurate and complete database for Program, including all relevant back-up documentation, (e.g., referral forms) and required reports are submitted to DMH on or before due date every month (e.g. number of individuals contacted through outreach, number of individuals receiving Program services detailed by age and ethnic group, etc.)
3. Contractor identifies and appropriate staff responds to referral in a timely manner	Centralized tracking of clients and time-to-treat interval	100% of referrals are assigned to an appropriate Mental Health Practitioner within two weeks of contact.
4. Contractor has completed outcome measures as identified	All measures to be reported using DMH PEI Outcome Measures Applications (OMA)	Outcome measures given at baseline, annually, and upon discharge.
5. Provide prevention and early intervention services to the target population	Monthly report of clients served.	Serve up to 225 clients during 18 month contract period.

7.5 Contractor shall demonstrate in writing how the services impact the performance targets. Contractor shall maintain, at a minimum, the following documents that indicate the performance targets:

1. Completed referral forms.
2. Tracking report of referrals and usage.
3. Statistical reports related to required data collection and Contractor's services.

4. Completed evaluation tool for measuring client's symptoms of depression and trauma.
5. Completed outcome measure to assess overall effectiveness of services.

8. STAFFING

Throughout the term of this Agreement, Contractor shall staff its operations so that staffing approximates the type and number indicated in Contractor's Program Description for this Agreement.

8.1 When applicable, Mental Health Practitioners providing services under this Agreement shall be qualified and shall possess all appropriate licenses in accordance with WIC Section 5751.2 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, SDMH Policy Letters, DHCS Policy Letters, and shall only function within the scope of practice as dictated by licensing boards/bodies.

8.2 If, at any time during the term of this Agreement, the Contractor has vacant staff positions that would impair its ability to perform any services under the Agreement, Contractor shall promptly notify Director of such vacancies.

8.3 At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, language capability(ies), and experience, who are providing any services under this Agreement.

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

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9. STAFF TRAINING AND SUPERVISION

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

10. PROGRAM SUPERVISION, MONITORING AND REVIEW

10.1 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, and amount of services, and the criteria for determining the persons to be served.

10.2 Upon receipt of any contract monitoring report pertaining to services/activities under this Agreement, Contractor shall respond in writing to person(s) identified and within the time specified in the contract monitoring report. Contractor shall, in its written response, either acknowledge the reported deficiencies or present additional evidence to dispute the findings. In addition, Contractor must submit a plan for immediate correction of all deficiencies.

10.3 In the event of a State audit of this Agreement, if State auditors disagree with County's official written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State.

10.4 To assure compliance with this Agreement and for any other reasonable purpose relating to performance of this Agreement, and subject to the provisions of State and federal law, authorized County, State, and/or federal representatives and designees shall have the right to enter Contractor's premises (including all other places where duties under this Agreement are being performed), with or without notice, to: inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Agreement; and elicit information regarding the performance of this Agreement or any related work. The representatives and designees of such agencies may examine, audit and copy such records at the site at which they are located. Contractor shall provide access to facilities and shall cooperate and assist County, State, and/or federal representatives and designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or federal representatives and designees within three (3) business days.

Contractor shall document and make available upon request by the federal, State and/or County the type and number of hours of training provided to Contractor's officers, employees, agents, and subcontractors.

11. PATIENTS'/CLIENTS' RIGHTS

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

12. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS

12.1 Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by Sections 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

12.2 Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, including MSW Student Interns shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.9, and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

12.3 Contractor Staff:

(1) Contractor shall assure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign, on a form provided by Contractor in accordance with the above code sections, a statement to the effect that such person has knowledge of, and will comply with, these code sections.

(2) Contractor shall assure that clerical and other non-treatment staff who are not legally required to report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

(3) For the safety and welfare of elders, dependent adults, and minor children, Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

(4) Contractor shall not utilize or continue to utilize any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

13. USC TELE HEALTH SECURITY MEASURES

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

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Technology Security

13.1 ETF-standard Secure Sockets Layer (SSL) and Transport Layer Security (TLS) protocols are used to protect all communication between endpoints. To provide maximum protection against eavesdropping, modification, or replay attacks, the only SSL cipher suite supported for non-Web-site TCP connections is 1024-bit RSA with 128-bit AES-CBC and HMAC-SHA1.

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

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

Role-based Security Features

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

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

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

Security Monitoring

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

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

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

Information Access

13.10 Communications and user identities are NEVER visible to any third party.

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

13.12 Sessions are not recorded.

Contingency and Emergency Operations Plan

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

Stringent Policies and Procedures

13.14 Extensive training plus clinic policies and procedures for Mental Health

Practitioners governing use of the platform, their behavior online, and how they access and manage client information.

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

EXHIBIT B

FINANCIAL PROVISIONS
UNIVERSITY OF SOUTHERN CALIFORNIA
TELE-MENTAL HEALTH PROGRAM

A. BILLABLE VISIT

For purposes of this Agreement, a "billable visit" shall be defined as a face-to-face encounter, via a secured internet web portal, between an Eligible Client and a mental health practitioner as specified below to provide medically necessary specialty mental health services. The duration of a billable visit must be at least 45 minutes and consistent with protocols and treatment guidelines of the approved Evidence Based Practice(s) (EBP) as stipulated in Exhibit A, Statement of Work of this Agreement (Statement of Work). Visits not meeting criteria stipulated are not subject to reimbursement and should not be claimed for payment in County's claims processing information system.

1. Mental Health Practitioners:

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

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

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

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

B. CLAIMING

Allowable visits. Contractor may claim to Department of Mental Health (DMH) only one billable visit per day per Eligible Client, regardless of the type of services provided or the number of practitioners seen by Eligible Client during that day. Claims for more than one billable visit per client per day will not be reimbursed.

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

1. County Claims Processing Information System:

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

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

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

2. Time Limit for Submitting Specialty Mental Health Services: Contractor shall submit Health Insurance Portability and Accountability Act (HIPAA) compliant electronic claims to County for payment for services provided during each month within 15 calendar days after the end of the month in which services were rendered.

   (a) County shall not be obligated to reimburse Contractor for the services covered by any claim if Contractor submits the claim to County more than 15 calendar days after the month in which Contractor renders the services, or more than 30 calendar days after this Agreement terminates, whichever is earlier. Additionally, County shall not be obligated to reimburse Contractor where the claim does not meet applicable

requirements stipulated in this Agreement.

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

3. Claiming for Specialty Mental Health Visits in the Same Day:

If County determines that Contractor has submitted claims beyond the allowable number of visits as described in Paragraph B, CLAIMING, for the same Eligible Client on the same day under this Agreement, then County shall be entitled to recover from Contractor all inappropriate payment amounts received by Contractor. Contractor shall be entitled to retain only the amount it would have been entitled to receive for as specified in Paragraph B for an allowable visit.

C. REIMBURSEMENT

1. Rates: County agrees on the terms and conditions set forth in this Exhibit and in this Agreement, to compensate Contractor for services provided to Eligible Clients for the provision of specialty mental health. For the duration of the contract term, Contractor shall be reimbursed at the pre-established per visit rate of **EIGHTY-NINE DOLLARS** ($89.00) for specialty mental health services as defined under this Agreement.

2. Maximum Contract Amount: Contractor understands that services provided are funded using Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds. County's reimbursement to Contractor is contingent upon the availability of State MHSA PEI funds and Contractor's adherence to all MHSA PEI requirements.

For purposes of budgetary planning for the parties, and not as a means to restrict services, the following shall constitute the maximum amount for specialty mental health services that County shall pay Contractor while this Agreement is in effect:

(a) County's reimbursement to Contractor for _____, 2016, through August 31, 2017, shall not exceed **FIVE HUNDRED FORTY-SEVEN**

THOUSAND FIVE HUNDRED Dollars ($547,500) for the provision of specialty mental health services.

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

3. Notice Regarding Utilization of Estimated Maximum Contract Amount: Contractor shall inform County when up to 75 percent (75%) of the estimated maximum amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 8.35 (NOTICES) of the Agreement.

4. County's Reimbursement: County shall pay one hundred percent (100%) of complete and timely submitted electronic and/or manual claims for covered specialty mental health services to Eligible Clients submitted by Contractor pursuant to the terms of this Exhibit on a monthly basis in accordance with County's Accounts Payable procedures.

D. PAYMENT DISALLOWANCES

1. County will reimburse Contractor for Eligible Clients only. If, at any time, specialty mental health services are provided to non-eligible clients, County will recover from Contractor any payment made for said services. County, on an annual basis, will reconcile and recoup non-allowable amounts reimbursed to Contractor after reviewing claims data submitted by Contractor.

2. Contractor shall adhere to requirements related to exclusion of multiple same-day visits. County will recover overpayments related to claiming of multiple same-day visits as provided in Paragraph B (CLAIMING) of this Exhibit.

3. County reserves the right to recover all payments stemming from disallowed

services such as those related to Contractor's failure to adhere to medical necessity criteria, or failure to meet County documentation standards.

4. County shall recover any amounts owed to County by Contractor by 1) County withholding such amount as an offset from the usual monthly payment to Contractor for services under this Agreement. In such instance when no usual monthly payment is due to Contractor by County, any amount due by Contractor to County shall be paid in one cash payment by Contractor to County within 30 calendar days of County notification to Contractor.

EXHIBIT C

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

EXHIBIT D

REQUIRED SUPPLEMENTAL DOCUMENTS

INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

For Contracts up for renewal (submit every three years): ***All the documents listed below must be submitted to DMH's Contracts Development Administration Division at 550 S. Vermont Ave., 5th Floor, Los Angeles, CA 90020, at the time of execution of Contract. Documents must be submitted in a one-subject binder in sequence as listed below. Contractor must give a good cause justification, in writing, for not submitting the documents in the time period described above. The written justification must be addressed to the DMH lead District Chief overseeing the Contract.***

1. **Corporation Documents**

   Provide a copy of the following:

   a. List of Authorized Persons: Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization;

   b. Articles of Incorporation and Corporate Seal: The imprint/copy of the Corporate Seal **if** the organization is a corporation is to be **affixed to the copy of the Articles of Incorporation. The Corporate Seal must read the same as the organization's name. An explanation for any difference, if any, between the Corporate Seal and the organization's name as used in the Negotiation Package is to be provided; and**

   c. By-Laws/Amendments.

2. **Organizational Chart** – Attach a current/proposed organizational chart, showing all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.

3. **Financial Responsibility Requirements**

   a. The organization must comply with DMH's **Financial Responsibility Requirements for Existing DMH Contractor** (for existing contractors) or **Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health** (for new prospective contractors). The financial information requested by DMH will be used to assess whether the organization appears financially capable to continue in business through the contract term and can finance all costs of this contract for a period of sixty days at any time during the contract period.

d. Financial Statements

i. The financial statements, including a profit and loss/revenue and expenditure statement and balance sheet as prepared by a third party Certified Public Accountant, must be submitted to the Contracts Development and Administration Division **for every** year that the Agreement is in effect.

ii. Submit the agency's most current financial statements, including a profit and loss/revenue and expenditure statement and balance sheet as prepared by a third party Certified Public Accountant within 9 months after close of each fiscal year or 30 days after completion of audit, whichever occurs first. Agencies with average Annual Operating Revenues based on the following parameters shall submit compiled reviewed or audited financial statements as indicated.

Compiled Statements, for agencies with annual operating revenues averaging up to $49,999

Reviewed Statements, for agencies with annual operating revenues averaging from $50,000 - $499,999

Audited financial statements for agencies with annual operating revenues averaging $500,000 or more

4. **Rent and Lease Agreements** specifying all Terms and Conditions **shall be made available within three (3) business days should DMH or its representative request the documents**.
Such agreements if requested are to include: term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.

5. **Fully Executed Contracts** (e.g., Consultants, professional services, etc.) **shall be made available within three (3) business days should DMH or its representative request the documents**.

6. **Equipment Lease(s)** copies for equipment, including automobiles, photocopiers, etc. **shall be made available within three (3) business days should DMH or its representative request the documents**.

7. **Maintenance Agreement(s)** for equipment and other items **shall be made available within three (3) business days should DMH or its representative request the documents**.

8. **Non-Discrimination in Services and Employment Policy Statement** – Submit the following:

   a. Policy statement of non-discrimination in delivery of services and employment practices;
   b. Non-discrimination in Employment Complaint Procedures. Include a copy of such procedures which are to be posted by contractor; and
   c. Written procedures to address complaints concerning non-discrimination in services. Include a copy of such procedures which are to be posted by contractor in the facility (ies).

9. **Other Government Contracts** (EXHIBIT D _ 4) – Provide a list of **all** contracts with other County, State, and federal departments/agencies and the amount of each contract.

10. **Indemnification and Insurance** – Contractor must comply with and submit insurance verification documents per Contract Sections 8.24 (General Provisions for all Insurance Coverage), and 8.25 (Insurance Coverage).

11. **Subcontract(s)** – List of all subcontractors.

    Contractors must have **prior written approval** from DMH in order to enter a particular subcontract.

12. **Contractor Acknowledgement and Confidentiality Agreement** – EXHIBIT D _ 1

    Purpose: The organization acknowledges awareness that its employees, contractors, subcontractors and vendors are its sole responsibility, are not employees of the County, while performing services under the contract, and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any persons or entity and the County of Los Angeles. The organization also acknowledges its responsibility regarding the confidentiality of certain information.

13. **Contractor Employee Acknowledgement and Confidentiality Agreement** – EXHIBIT_ 2

    This form will be required for each contractor employee. Such form **shall be made available within three (3) business days should DMH or its representative request the documents**.
    Purpose: The Contractor's employee acknowledges awareness that he/she is not an employee of the County, while performing services under the contract, and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any persons or entity and the County of Los Angeles.

14. **Contractor Non-Employee Acknowledgement and Confidentiality Agreement** – EXHIBIT_ 3

This form will be required for each contractor's subcontractor employee. Such form **shall be made available within three (3) business days should DMH or its representative request the documents**.

Purpose: The Subcontractor's employee acknowledges awareness that he/she is not an employee of the County, while performing services under the subcontract, and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any persons or entity and the County of Los Angeles.

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 Protected Health Information (PHI) and confidential clinical data 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 confidential clinical data or PHI 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, Contractor 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 confidential clinical data or PHI 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 confidential clinical data or PHI 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 confidential clinical data or PHI 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: _____

LIST OF OTHER GOVERNMENT CONTRACTS

OTHER GOVERNMENT CONTRACTS

Contracts with other County (other than DMH), State, Federal Agencies/Departments, and School Districts
(Within the past three (3) years)**:**

DEPARTMENT (IDENTIFY)	CONTRACT PERIOD	TYPE OF PROGRAM	NET CONTRACT AMOUNT

EXHIBIT E

CONTRACTOR EMPLOYEE JURY SERVICE

Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

Definitions

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a 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 such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "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 the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

Applicability

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

Contractor Jury Service Policy

A 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

Other Provisions

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Enforcement and Remedies

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Exceptions

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT F

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.

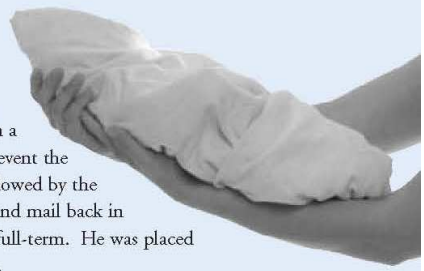
What happens to the parent or surrendering adult?

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?

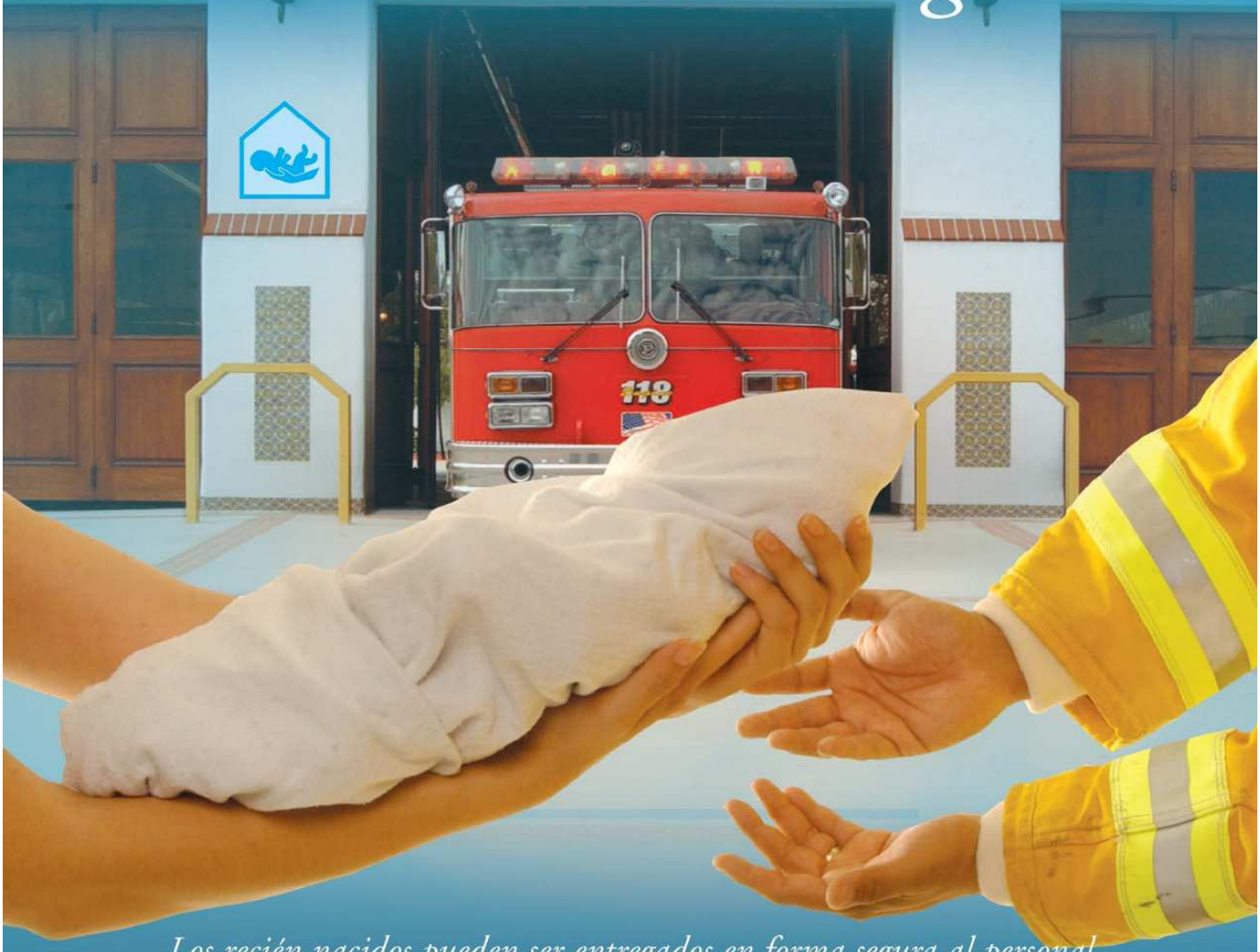
The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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.

EXHIBIT G

CHARITABLE CONTRIBUTIONS CERTIFICATION

«CONTRACTOR»
Company Name

«ADDRESS», «CITY», «STATE» «ZIP_CODE»
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»
Name and Title of Signer (Official Name, Official Title) Please print

EXHIBIT H

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit ___ (Information Security and Privacy Requirements) is an attachment and addition to the Risk Management Information Services Agreement dated _____ (the "**Agreement**") entered into by and between the County of Los Angeles ("**County**") and _____ ("**Contractor**") and is incorporated into the Agreement by reference hereof. This Exhibit __ (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement between the Parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data as defined in Section 2.5 of the Agreement (consisting of but not limited to County Confidential Information, Personally Identifiable Information, and Protected Health Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit H (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement.

1. **Security Policy**. Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. **Personnel and Contractor Protections**. Contractor shall screen and conduct background checks on all Contractor personnel exposed to County Confidential Information as defined in Section 2.4 of the Agreement and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. **Removable Media**. Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit H (Information Security and Privacy Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices[1]) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization[2] and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive[3] such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.

5. **Data Control, Media Disposal and Servicing**. Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be

[1] Available at http://www.csrc.nist.gov/
[2] Available at http://www.csrc.nist.gov/
[3] Available at http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf

protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations[4]; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices[5]. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization[6]).

6. **Hardware Return**. Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (*e.g.*, NIST Special Publication 800-88, Guidelines for Media Sanitization[7]).

7. **Physical and Environmental Security**. Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. **Communications and Operational Management**. Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and

[4] Available at http://www.csrc.nist.gov/
[5] Available at http://www.csrc.nist.gov/
[6] Available at http://www.csrc.nist.gov/
[7] Available at http://www.csrc.nist.gov/

adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. **Access Control**. Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

   a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;

   b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;

   c. Applications will include access control to limit user access to information and application system functions; and

   d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.

   a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

   b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

   c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.

d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Director of Operations, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.

11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.

i. **External Audit –** Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.

ii. **Internal Audit –** Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.

iii. **Supplier Audit –** Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.

b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:

i. Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "fresh".

ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

Attachment II

SOLE SOURCE CHECKLIST
UNIVERSITY OF SOUTHERN CALIFORNIA
TELE-MENTAL HEALTH SERVICES

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS *Identify applicable justification and provide documentation for each checked item.*
✓	➢ **Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source is a given market exists, a monopoly does not exist."** The University of Southern California (USC) Telehealth program is a large-scale, completely virtual behavioral health clinic operated as part of USC's School of Social Work. Under the guidance of experienced Licensed Clinical Social Workers, and trained/supervised Masters of Social Work student interns will deliver program services using the Seeking Safety and Crisis Oriented Recovery Services evidence-based practice models. This tele-mental health program is the first and only completely virtual, home based mental health service program for youth at risk of being detained by Department of Children and Family Services. USC is a unique provider that brings a combination of experience and expertise in evidence-based mental health care, research/program evaluation, technology, and child welfare, coupled with philanthropic financial support for the proposed partnership with the Department of Mental Health. In order to increase access to mental health services, USC's Telehealth program, using its own funding, will provide an electronic tablet to each client who does not have access to a home computer.
	➢ **Compliance with applicable statutory and/or regulatory provisions.**
	➢ **Compliance with State and/or federal programmatic requirements.**
	➢ **Services provided by other public or County-related entities.**
	➢ **Services are needed to address an emergent or related time-sensitive need.**
	➢ **The service provider(s) is required under the provisions of a grant or regulatory requirement.**
	➢ **Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.**
	➢ **Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.**
	➢ **It is more cost-effective to obtain services by exercising an option under an existing contract.**

Authorized Representative,
Chief Executive Office

2/16/16
Date

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

ROBIN KAY, Ph.D.
Acting Director
DENNIS MURATA, M.S.W.
Acting Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

December 23, 2015

TO: Each Supervisor

Robin Kay, Ph.D.

FROM: Robin Kay, Ph.D.
Acting Director

SUBJECT: **NOTIFICATION OF INTENT TO ENTER INTO A SOLE SOURCE CONTRACT NEGOTIATION WITH THE UNIVERSITY OF SOUTHERN CALIFORNIA**

This memo is to comply with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts regarding contracting policy requirements for sole source agreements. It is the Los Angeles County Department of Mental Health's (DMH) intent to enter into a new sole source agreement with the University of Southern California (USC) for a period of 18 months for the provision of Prevention and Early Intervention (PEI) services via telehealth for Transition Age Youth (TAY) and their families referred by the Martin Luther King, Jr. (MLK), HUB Clinic, or one of the other medical hubs, after coming to the attention of the Child Welfare System.

On June 25, 2013, in response to a child fatality, the Board of Supervisors approved a motion for the Blue Ribbon Commission (BRC) to address issues of child safety. Beginning in August 2013 the BRC held 17 meetings and published its Final Report on April 2014. The BRC issued a set of recommendations, including articulating a countywide mission to prioritize and improve child safety. On July 28, 2015, following consultation with Supervisorial District 2 and senior leadership at DMH, Department of Children and Family Services (DCFS), and Department of Health Services (DHS), USC submitted a project proposal to DMH to provide innovative telemental health PEI services to youth who come to the attention of the Child Welfare System but remain with their families of origin.

The USC Telehealth program is a large-scale, completely virtual behavioral health clinic operated under USC's School of Social Work. Over the past three years, USC Telehealth has served over 1,500 highly diverse, online therapy clients in their homes or other private locations. The clinic is staffed with experienced Licensed Clinical Social Workers (LCSW) and trained/supervised Masters of Social Work (MSW) student interns. The clinic complies with federal and State law pertaining to the practice of telemedicine, now more broadly identified as telehealth. The program will be delivered by USC students using the Seeking Safety (SS) and Crisis Oriented Recovery Services

(CORS) Evidence-Based Practice (EBP) models. Potential program participants will be identified by the co-located DMH social workers assigned to the MLK HUB or other medical hubs, and referred to USC to determine child's eligibility.

USC is a unique provider that brings a combination of experience and expertise in evidence-based mental health care, research/program evaluation, technology, and child welfare, coupled with philanthropic financial support for the proposed partnership with DMH. In particular, in order to increase access to mental health services, USC's Telehealth program, using its own funding, will provide an iPad to each client that does not have access to a home computer. This telehealth program will be the first and only completely virtual, home based mental health service program for youth at risk of being detained by DCFS. This program will be the first and only completely mobile virtual mental health service program for youth at risk of being detained by DCFS.

The USC Telehealth program includes LCSW and MSW interns capable of providing mental health services in English and Spanish, between the hours of 8:00 a.m. and 8:00 p.m., Monday through Friday.

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

DMH will work closely with both the Office of County Counsel and the Chief Executive Office in negotiating an agreement with USC.

If you have any questions, please contact Bryan Mershon, Deputy Director of Children's Systems of Care, at (213) 738-2147.

RK:BM:RB:sk

c: Executive Office, Board of Supervisors
Chief Executive Office
Mental Health Deputies
County Counsel
Dennis Murata, M.S.W.
Bryan Mershon, Ph.D.
Robert Byrd, Psy.D.