



Los Angeles County  
DEPARTMENT OF MENTAL HEALTH

March 20, 2018

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:

**DELEGATION OF AUTHORITY TO ENTER INTO FUTURE PSYCHIATRIC URGENT CARE  
CENTER/CRISIS STABILIZATION UNIT MASTER AGREEMENTS WITH QUALIFIED  
ORGANIZATIONS TO FURTHER EXPAND CRISIS STABILIZATION SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Authorize the Department of Mental Health to enter into future Psychiatric Urgent Care Center/Crisis Stabilization Unit Master Agreements with qualified organizations to further expand crisis stabilization services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of Mental Health (Director), or his designee, to execute Psychiatric Urgent Care Center/Crisis Stabilization Unit (collectively UCC) Master Agreements, substantially similar to the Attached, with organizations that are deemed qualified by the Department of Mental Health (DMH). The term of such Master Agreements will be effective upon execution through June 30, 2023, with two optional one year extension periods.
2. Delegate authority to the Director, or his designee, to negotiate a contract award with the UCC providers that meet the requirements through the Request for Application (RFA) process and execute amendments to the UCC Master Agreements to add the statement of work, and at the time of contract negotiations, on a case-by-case basis, to modify the County's contracting requirements for indemnification, insurance, and other standard County contract terms not mandated by County ordinance, with all amendments subject to prior review and approval as to form by County Counsel and Chief Executive Office (CEO) Risk Management Division, as necessary, with notification to the CEO and your Board. These amendments will be effective upon execution through June 30, 2023,

with two optional one-year extension periods. The total amount for UCCs combined is estimated to be \$50 million, fully funded by State and federal revenue.

3. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the Master Agreements in Recommendation 1 necessary to sustain the program throughout the term specified, including but not limited to, amendments to: provide administrative non-material changes; provide or add additional/related services; modify or replace an existing Statement of Work; and/or, reflect federal, State, and County regulatory and/or policy changes, subject to the prior review and approval as to form by County Counsel, with notice to the CEO and your Board.

4. Delegate authority to the Director, or his designee, to terminate the Master Agreements in Recommendation 1 in the event that the Contractor has failed to comply with the terms of a corrective action plan and/or in accordance with the Agreement's termination provisions, including termination for convenience.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow the Director, or his designee, to expeditiously execute Master Agreements with organizations that qualify to provide UCC services. UCCs provide crisis stabilization services including integrated services for co-occurring mental health and substance use disorders, 24 hours per day, seven days per week; rapid access to mental health evaluation and assessment, crisis intervention/stabilization, medication support, case management; and linkage to community-based resources for individuals 13 years of age or older experiencing psychiatric crisis. UCCs are a critical component of the County's efforts to decompress County Psychiatric Emergency Services (PES) and inpatient units as well as divert individuals from incarceration. As such, DMH has committed to expanding such services to the extent possible.

Approval of Recommendation 2 will allow DMH to amend the Master Agreements in Recommendation 1 to negotiate a contract award with qualified UCC providers that meet the requirement set forth in the RFA, and enable modifications to County contracting requirements, on a case-by-case basis. These amendments will provide DMH contracting flexibility in procuring additional crisis stabilization services.

Approval of Recommendation 3 will enable DMH to amend the Master Agreements in Recommendation 1, in the event there is a need to make administrative non-material changes, expand capacity, and/or to clarify performance requirements/contract deliverables pertaining to UCC services without service interruption.

Approval of Recommendation 4 will allow DMH to terminate the Master Agreements in Recommendation 1, in the event that the Contractor has failed to comply with the terms of a corrective action plan and/or in accordance with the Agreement's termination provisions, including termination for convenience.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with County Strategic Plan Goal I (Make Investments that Transform Lives), specifically Strategy I.2 (Enhance Our Delivery of Comprehensive Interventions), and Strategy I.3 (Reform Service Delivery within Our Justice System).

### **FISCAL IMPACT/FINANCING**

The estimated cost of each contract awarded to a UCC through this RFA process will be about \$10 million and estimated to be \$50 million in total, fully funded with State and Federal revenue.

There is no impact on net County Cost for these actions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DMH currently directly operates and contracts for five existing UCCs and has board authority to commence additional UCC services at three new facilities by June 30, 2018. Beyond these, DMH will award additional contracts to qualified UCC providers as a result of the RFA based on the needs and the best interest of the County. DMH is committed to expanding the UCC services throughout the County to alleviate the use of the County's PES and inpatient units as well as divert individuals from incarceration.

The Master Agreement format for UCCs with financial provisions for cost-based reimbursement (Attachment) has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

DMH released the RFA for UCC services on February 27, 2018, and is currently in the process of identifying qualified providers to enter into Master Agreements with the County to provide additional crisis stabilization services. The RFA continues to be advertised on the County's "Doing Business with Us" Web Site as well as posted on DMH's Internet Site under Contracting Opportunities. The RFA has an initial deadline of March 29, 2018; however, it is open-continuous to all new applicants and can be suspended or re-opened at the County's discretion. DMH will directly negotiate with qualified providers for the provisions of UCC services based on the needs and best interest of the County.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will facilitate the County's efforts to decompress PES, reduce unnecessary hospitalizations and inpatient days, and mitigate unnecessary incarcerations and expenditures of local law enforcement by expanding community-based crisis response services and improving access to timely assistance.

The Honorable Board of Supervisors

3/20/2018

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JES', is centered on the page.

JONATHAN E. SHERIN, M.D., Ph.D.

Director

JES:RB:GP:SK:sk

Enclosures

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



**CONTRACT BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT  
PSYCHIATRIC URGENT CARE CENTER SERVICES**

\_\_\_\_\_  
**Contract Number**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Legal Entity Number**

\_\_\_\_\_  
**Contractor Headquarters Address**

\_\_\_\_\_  
**Vendor Number**

**Contractor Headquarter's Supervisorial District** \_\_\_\_

**Contractor Headquarter's Mental Health Service Area(s)** \_\_\_\_\_

**Deputy Director:** \_\_\_\_\_

**Lead Manager:** \_\_\_\_\_

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**SIGNATURES**



## **ATTACHMENTS**

<b>ATTACHMENT I</b>	DEFINITIONS
<b>ATTACHMENT II</b>	FINANCIAL EXHIBIT A (FINANCIAL PROVISIONS)
<b>ATTACHMENT III</b>	INTENTIONALLY OMITTED
<b>ATTACHMENT IV</b>	SERVICE DELIVERY SITE EXHIBIT(S)
<b>ATTACHMENT V</b>	SERVICE EXHIBIT(S)
<b>ATTACHMENT VI</b>	ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
<b>ATTACHMENT VII</b>	SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)
<b>ATTACHMENT VIII</b>	CHARITABLE CONTRIBUTIONS CERTIFICATION
<b>ATTACHMENT IX</b>	PERFORMANCE STANDARDS AND OUTCOME MEASURES
<b>ATTACHMENT X</b>	REQUIRED SUPPLEMENTAL DOCUMENTS
<b>ATTACHMENT XI</b>	CONTRACTOR'S EEO CERTIFICATION

**DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201X, by and between the County of Los Angeles (hereafter "County"), and \_\_\_\_\_(hereafter "Contractor") with the following business address at \_\_\_\_\_.

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code (WIC) Section 5600 et seq.; and

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the Mental Health Service Act (MHSA) adopted by the California electorate on November 2, 2004; and

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

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal, State and local laws, required licenses, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, WIC Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5751.2, and 5900 et seq.; Medi-Cal Act, WIC Section 14000 et seq., including, but not limited to, Section 14705.5, 14705.7, 14706, 14710, and 14132.44; WIC Section 15600 et seq., including Section 15630; WIC Section 17601 et seq.; California Work Opportunities and Responsibilities to Kids Act, WIC Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; Title XXI of the Social Security Act; California Penal Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations (CCR); 45 Code of Federal Regulations Parts 160 and 164 and WIC Section 5328 et seq.; California Department of Health Care Services (DHCS) Mental Health Plan

Agreement; Los Angeles County Department of Mental Health (DMH) Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget (OMB) Uniform Guidance, Subpart E: Cost Principles and Subpart F: Single Audit Requirement; County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by DHCS; and

WHEREAS, this Agreement is authorized by WIC Section 5600 et seq., California Government Code Sections 23004, 26227 and 53703, and otherwise.

NOW, THEREFORE, Contractor and County agree as follows:

1. **TERM:**

A. Initial Period: The Initial Period of this Agreement shall commence on \_\_\_\_\_ and shall continue in full force and effect through \_\_\_\_\_.

B. Optional Extension Period(s): After the Initial Period, this Agreement may be extended two (2) additional periods unless either party desires to terminate this Agreement at the end of either the Initial Period or First Optional Extension Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or the end of the First Optional Extension Period, as applicable.

(1) First Optional Extension Period: If this Agreement is extended, the First Optional Extension Period shall commence on \_\_\_\_\_ and shall continue in full force and effect through \_\_\_\_\_.

(2) Second Optional Extension Period: If this Agreement is extended, the Second Optional Extension Period shall commence on \_\_\_\_\_, and shall continue in full force and effect through \_\_\_\_\_.

C. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 71 (NOTICES).

- D. Contractor Alert Reporting Database (CARD): The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
2. **TERMINATION WITHOUT CAUSE**: This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party. Any termination of this Agreement by County pursuant to this Paragraph 2 shall be approved by County's Board of Supervisors.
3. **IMMEDIATE TERMINATION BY COUNTY**:
- A. In addition to any other provisions for termination provided in this Agreement, this Agreement may be terminated by County immediately if County determines that:
- (1) Contractor has failed to initiate delivery of services within 30 calendar days of the commencement date of this Agreement; or
  - (2) Contractor has failed to comply with any of the provisions of Paragraphs 18 (NONDISCRIMINATION IN SERVICES), 19 (NONDISCRIMINATION IN EMPLOYMENT), 21 (INDEMNIFICATION AND INSURANCE), 22 (WARRANTY AGAINST CONTINGENT FEES), 23 (CONFLICT OF INTEREST), 28 (DELEGATION AND ASSIGNMENT), 29 (SUBCONTRACTING), 34 (CHILD SUPPORT COMPLIANCE PROGRAM), 48 CERTIFICATION OF DRUG-FREE WORK PLACE), 54 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) and/or 65 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM); or
  - (3) In accordance with Paragraphs 35 (TERMINATION FOR INSOLVENCY), 36 (TERMINATION FOR DEFAULT), 37 (TERMINATION FOR IMPROPER CONSIDERATION), 49 (COUNTY LOBBYISTS), and/or 66 (TERMINATION FOR BREACH OF

WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

B. In the event that this Agreement is terminated, including termination as provided for in Paragraph 2 (TERMINATION WITHOUT CAUSE), then:

- (1) On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual Cost Report. Contractor shall prepare an Annual Cost Report in accordance with the terms of the Financial Exhibit A.
- (2) Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Agreement to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of the Director or his designee, except that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. If Contractor terminates this Agreement, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way under this Agreement; and
- (3) If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 45 (PURCHASES), the same shall be immediately returned to County.

4. **ADMINISTRATION:** The Director of Mental Health (Director) 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 Director unless otherwise expressly provided.

A. The Director may designate one (1) or more persons to act as his/her designee for the purposes of administering this Agreement. Therefore "Director" shall mean "Director and/or his/her designee."

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

5. **DESCRIPTION OF SERVICES/ACTIVITIES:** Contractor shall provide those mental health services identified on the Service Exhibit(s) of this Agreement and as described in the Contractor's Negotiation Package for this Agreement, as approved in writing by the Director. The quality of services provided by Contractor shall be the same regardless of the patient's/client's ability to pay or source of payment.

Contractor shall be responsible for delivering services to new patients/clients to the extent that funding is provided by County. Where Contractor determines that services to new patients/clients can no longer be delivered, Contractor shall provide 30 calendar days prior notice to County. Contractor shall also thereafter make referrals of new patients/clients to County or other appropriate agencies.

Contractor shall not be required to provide the notice in the preceding paragraph when County reduces funding to Contractor, either at the beginning of or during the fiscal year. In addition, when County eliminates the funding for a particular program provided by Contractor, Contractor shall not be responsible for continuing services for those patients/clients linked to that funding but shall make referrals of those patients/clients to County or other appropriate agencies.

Contractor may provide activities claimable as Title XIX Medi-Cal Administrative Activities pursuant to WIC Section 14132.44. The administrative activities which may be claimable as Title XIX Medi-Cal Administrative Activities are described in the policies and procedures provided by SDMH and/or SDHS.

Contractor may provide mental health services claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services.

Contractors shall not be eligible to provide mental health services claimable under the Mental Health Services Act (MHSA) unless Contractor has been found to be eligible to provide mental health services as follows: (1) Contractor has been selected to provide MHSA reimbursable services through a solicitation process approved by the County; or (2) Contractor intends to transform a portion of its services to MHSA services, Contractor has submitted a mid-year change to the Negotiation Package outlining the planned transformation and County has approved Contractor to provide MHSA services through the transformation process. Placement on a Master Agreement eligibility list does not

guarantee that Contractor will be selected to provide mental health services claimable as MHPA services.

6. **FINANCIAL PROVISIONS:** In consideration of services and/or activities provided by Contractor, County shall reimburse Contractor in the amount and manner described in Attachment II, Financial Exhibit A (FINANCIAL PROVISIONS) attached thereto and by this reference incorporated herein.

7. **INTENTIONALLY OMITTED:**

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 Negotiation Package for this Agreement and as required by WIC and CCR.

A. Staff 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.

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

C. 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.

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 Health Insurance Portability and Accountability Act (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 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.

10. **PROGRAM SUPERVISION, MONITORING AND REVIEW:**

- A. 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.
- B. 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.
- C. 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.
- D. 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.

11. **PERFORMANCE STANDARDS AND OUTCOME MEASURES**: The Contractor shall comply with all applicable federal, State, and County policies and procedures relating to performance standards and outcome measures, including but not limited to those performance standards and outcome measures required by specific federal, State, and/or County rules, directive, and guidelines for entities receiving their funding. Examples of such performance standards and/or outcome measures include, but are not limited to, those identified in Attachment IX and those reflected in County and/or program Service Exhibits and practice parameters; as well as performance standards and/or outcomes measures related to the Patient Protection and Affordable Care Act (ACA) and Cal MediConnect Program.

Performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by Contractor. Substandard performance or outcomes by Contractor may be grounds for contract review and a corrective action plan (CAP).

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12. **QUALITY MANAGEMENT PROGRAM:**

- A. 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. 105.1, 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.
- B. The Contractor's Quality Management Program shall be consistent with Department's Quality Improvement Program Policy No. 105.1 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. 105.1.
- C. The Contractor's Quality Management Program shall be consistent with the Department's Cultural Competency Plan.
- D. The Contractor's Quality Management Program shall be consistent with the Department's Quality Assurance requirements for Contract Providers as outlined in Policy 104.09.
- E. The County, or its agent(s), will monitor the Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

13. **RECORDS AND AUDITS:**

A. 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 Paragraph 13, 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. 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 paragraph 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 paragraph 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.

- (4) 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 48 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 Paragraph 13.

B. 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 DMH, 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 DMH'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 Paragraph 10 and in this Paragraph 13.
- (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 Paragraph 10 and in this Paragraph 13.

14. **REPORTS:**

- A. 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.
- B. 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.

C. 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, the only units of service which shall be considered valid and reimbursable at Annual Cost Report Reconciliation and Settlement, Cost Report Audit Settlement, or at any other time otherwise shall be those units of service that are submitted by Contractor into the County's claims processing information system by the County's year-end cutoff date in accordance with the terms of this Agreement and its attachments thereto, including but not limited to Attachment II, Financial Exhibit A (Financial Provisions), and which are not voided, replaced and/or denied for any reason, except due to the fault of the County. 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.

15. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and County claims processing information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to

confidentiality and privacy. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality and privacy provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Attachment X -1.

16. **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.

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

- A. **Elders and Dependent Adults Abuse:** Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 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.
- B. **Minor Children Abuse:** Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 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.

C. 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 employ or continue to employ 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.

18. **NONDISCRIMINATION IN SERVICES:**

- A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 18, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility;

providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative steps to ensure that those persons who qualify for services under this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions.

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

19. **NONDISCRIMINATION IN EMPLOYMENT:**

- A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. Contractor shall certify to, and comply with, the provisions of Attachment XI – Contractor's Equal Employment Opportunity (EEO) Certification.
- C. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Such treatment shall include, but is not limited to, the following actions: employment, upgrading, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, selection for training, including apprenticeship, and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

- D. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Contractor shall give written notice of its obligations under this Paragraph 19 to labor organizations with which it has a collective bargaining or other agreement.
- E. Contractor shall allow State and/or County representative's access to its books, accounts, and records during regular business hours to verify compliance with the provisions of this Paragraph 19 when so requested by Director.
- F. If County finds that any of the above provisions has been violated, the same shall constitute a material breach of this Agreement upon which County may immediately terminate, cancel, or suspend this Agreement. The County

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

- G. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 19, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- H. Contractor shall include the provisions of this Paragraph 19 in every subcontract or purchase order unless otherwise expressly exempted.

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

21. **INDEMNIFICATION AND INSURANCE:**

- A. **Indemnification:** 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.
- B. **General Provisions for all Insurance Coverage:** Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying



the requirements specified in Subparagraphs B and C of this Paragraph 21. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

(1) Evidence of Coverage and Notice to County

- (a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- (b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- (c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- (d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate

or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County - Department of Mental Health  
Contracts Development and Administration Division  
550 S. Vermont Ave., 5<sup>th</sup> Floor  
Los Angeles, CA 90020

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

(2) Additional Insured Status and Scope of Coverage

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

(3) Cancellation of or Changes in Insurance

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

(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.

(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.

(6) Contractor's Insurance Shall Be Primary

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

(7) Waivers of Subrogation

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

(8) Subcontractor Insurance Coverage Requirements

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

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

Contractor's policies shall not obligate the County to pay any portion 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.

(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 Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

(11) Application of Excess Liability Coverage

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

(12) Separation of 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.

(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.

(14) County Review and Approval of Insurance Requirements

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

C. Insurance Coverage:

- (1) Commercial General Liability insurance (providing scope 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

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

owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

(4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

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

(b) Professional Liability/Errors and Omission

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

(c) Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

(d) Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

22. **WARRANTY AGAINST CONTINGENT FEES:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

23. **CONFLICT OF INTEREST:**

- A. No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.
- B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

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

25. **INDEPENDENT STATUS OF CONTRACTOR:**

- A. This Agreement is by and between County and 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 County and



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.

- B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.
- D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgement and Confidentiality Agreement, in the form as contained in Attachment X – 2 for this Agreement, for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee and non-employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

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

27. **CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT:**

- A. Should Contractor require additional or replacement personnel after the effective date of this agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' GAIN Program or GROW Program who meet Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to Contractor.
- B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

28. **DELEGATION AND ASSIGNMENT BY CONTRACTOR:**

- A. Contractor shall not assign its rights or delegate its duties under this Agreement, 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 paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have in Contractor. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or entity other than the majority controlling interest therein at the time of execution of this

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

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

29. **SUBCONTRACTING:**

- A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 29. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.
- B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:
  - (1) The reasons for the particular subcontract.
  - (2) A detailed description of the services to be provided by the subcontract.

- (3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
- (4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.
- (5) A copy of the proposed subcontract which shall contain the following provision:

"This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract, including those related to ensuring high quality of services and outcomes.

- (6) A copy of the proposed subcontract, if in excess of \$10,000 and utilizes public funds, shall also contain the following provision:

"The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7, for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later.

Further, the Contractor will also be subject to the examination and audit of the State Auditor, pursuant to the Government Code, Section 8546.7, for a period of seven (7) years from the end of the fiscal year in which such services were provided or until final resolution of any audits, whichever occurs later.

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

- C. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.
- D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any officers,

employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

- E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.
- F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.
- G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.
- H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be

binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

- I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 29 or a blanket consent to any further subcontracting.
- J. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and/or other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any subcontractors or their officers, employees, and agents.
- K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 29, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.
- L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Contractor Non-Employee Acknowledgement and Confidentiality Agreement, in the form as contained in Attachment X - 3 of this Agreement, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be obtained and maintained on file and made available upon request on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.
- M. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or its officers, employees, and agents.
- N. Director or his designee is hereby authorized to act for and on behalf of County pursuant to this Paragraph 29, including, but not limited to, consenting to any subcontracting.

30. **GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

31. **COMPLIANCE WITH APPLICABLE LAW:**

- A. Contractor shall comply with all federal laws, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- B. Contractor shall be governed by and comply with all contractual obligations of the DHCS' Mental Health Plan Agreement with the County.
- C. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.
- D. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.
- E. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

32. **THIRD PARTY BENEFICIARIES:** Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

33. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:**

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal and/or Medicare provider if Title XIX Short-Doyle/Medi-Cal and/or Medicare services are provided hereunder), as required by all federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal and/or Medicare provider if Title XIX Short-Doyle/Medi-Cal and/or Medicare services are provided hereunder) as required by all applicable federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be retained and current updates of such documents shall be maintained, and made available upon request, not to exceed three (3) business days after the initial request, 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.
- B. If Contractor is a participant in the Short-Doyle/Medi-Cal and/or Medicare program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal and Medicare certifications of all its facilities.



- C. Contractor shall ensure that any independent contractors (i.e., individuals who are not employees but who are contracted by Contractor to perform services hereunder) who prescribe medications, in addition to obtaining and maintaining all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder, are credentialed by DMH and maintain such credentialing in effect during the term of this Agreement.

34. **CHILD SUPPORT COMPLIANCE PROGRAM:**

- A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 United States Code (USC) Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written

notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 36 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

35. **TERMINATION FOR INSOLVENCY:**

- A. County may terminate this Agreement immediately in the event of the occurrence of any of the following:
- (1) Insolvency of Contractor: Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - (2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.
  - (3) The appointment of a Receiver or Trustee for Contractor.
  - (4) The execution by Contractor of a general assignment for the benefit of creditors.
- B. The rights and remedies of County provided in this Paragraph 35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

36. **TERMINATION FOR DEFAULT:**

- A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:
- (1) If, as determined in the sole judgement of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
  - (2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five

(5) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

- B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.
- C. The rights and remedies of County provided in this Paragraph 36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

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

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

40. **ALTERATION OF TERMS:**

- A. No addition to, or alteration of, the terms of the body of this Agreement, or the Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.
- B. Administrative Amendments: Modifications to this Agreement may be accomplished using an administrative amendment process for the following purposes:
- Change of Contractor's name.
  - Change of Contractor's headquarter's address.
  - Change, revision, addition, or deletion of Provider site address.
  - Change, revision, addition, or deletion of Provider site number.
  - Change, revision, addition, or deletion of Provider site name.
  - Change, revision, addition, or deletion of services previously approved within the Legal Entity for an existing or new Provider site.
  - Technical Corrections.
  - Shifting of funds between currently contracted Funded Programs so long as such shifting will not cause Contractor to increase its Maximum Contract Amount.

(1) Such administrative amendment may be executed by the Director under delegated authority from the Board of Supervisors without prior approval of County Counsel. Such administrative amendment may be initiated by the County, with Contractor's written consent. Contractor's signature will be required to make such administrative amendments effective.

41. **ENTIRE AGREEMENT:** The body of this Agreement, all attachments, Financial Exhibit A (Financial Provisions), Fiscal Years, Service Delivery Site Exhibit, and Service Exhibit(s) \_\_\_\_\_, attached hereto and incorporated herein by reference, and Contractor's Negotiation Package for this Agreement, as approved in writing by the Director, including any addenda thereto as approved in writing

by the Director, which are hereby incorporated herein by reference but not attached, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and its definitions and then to such other documents according to the following priority:

- A. Financial Exhibit A (Financial Provisions)
- B. Intentionally Omitted
- C. Service Delivery Site Exhibit(s)
- D. Service Exhibit(s)
- E. Required Supplemental Documents
- F. Contractor's Negotiation Package (Subprogram Schedule)

42. **WAIVER**: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

connection with any alleged violation of any federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

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

45. **PURCHASES:**

- A. **Purchase Practices:** Contractor shall fully comply with all federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.
- B. **Proprietary Interest of County:** In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the expiration or termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.
- C. **Inventory Records, Controls and Reports:** Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. Within 90 calendar days following the execution of this Agreement,

Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. The inventory report shall be prepared by Contractor on a form or forms designated by Director, certified and signed by an authorized officer of Contractor, and one copy thereof shall be delivered to County within 30 calendar days of any change in the inventory. Within five business days after the expiration or termination of the Agreement, Contractor shall submit to County six copies of the same inventory report updated to the expiration or termination date of the Agreement, certified and signed by an authorized officer of Contractor, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or termination date.

- D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Contractor shall immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Contractor shall immediately send Director a detailed, written report. Contractor shall contact DMH's Administrative Services Division for instructions for disposition of any such property which is worn out or unusable.
- E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by County or its authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, in the same condition as such property was received

by Contractor, reasonable wear and tear excepted, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

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

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

48. **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 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.

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



50. **MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES:** Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 50.

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

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

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

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the

circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

- C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a 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.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (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.
- I. 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.
- J. These terms shall also apply to subcontractors of County Contractors.

54. **CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:** Contractor hereby warrants that neither it nor any of its staff members 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.

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 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 Paragraph 54.

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 Paragraph 54 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

55. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:**

- A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996, its implementing regulations (HIPAA), and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor understands and agrees that it is a "*Covered Entity*" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.
- B. The parties acknowledge their separate and independent obligations with respect to HIPAA and HITECH, and that such obligations relate to *transactions and code sets, privacy, and security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA and HITECH in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf.

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

- C. Contractor and County understand and agree that each is independently responsible for HIPAA and HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, 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.
- D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system.
  - (1) County has a Guide to Procedure Codes available at <http://lacdmh.lacounty.gov/hipaa/index.html> which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.
  - (2) County has electronic Data Interchange (EDI) Agreement forms available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html) and [http://lacdmh.lacounty.gov/hipaa/IBHIS EDI homepage.html](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 and other County defined b2b ("Business-to-Business") data collection and interoperability solutions.
  - (4) As County defines requirements for each 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 interface 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 interface is required in accordance with the schedule below and in accordance with County's estimate of the effort required to implement each newly defined interface, 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) 120 days for new interface requiring major development and testing,
- (b) 90 days for new interfaces requiring moderate development and testing; and
- (c) 60 days for new interfaces requiring minimal development and testing.

(5) Contractor acknowledges that County may modify interfaces requirements as deemed needed by County. County shall notify Contractor of the effective dates(s) by which Contractor shall be required to comply with each modified interface in accordance with County's revised 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 interface is required in accordance with the schedule below and in accordance with County's estimate of the effort required to implement each revised interface, 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 existing interfaces requiring major development and testing;

- (b) 60 days for existing interfaces that requiring moderate development and testing; and
    - (c) 30 days for existing interfaces requiring minimal development and testing.
  - (6) Contractor agrees to comply with the exchange of all required interfaces specified by County and the method by which these transactions are to be exchanged between Contractor and County as of the effective date(s) specified by County.
  - (7) County has Trading Partner Agent Authorization Agreements available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](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.
- E. Contractor understands that County operates an informational website <http://dmh.lacounty.gov/wps/portal/dmh> related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.
- F. Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.
- G. Contractor further understands and agrees that the terms and conditions of the current IS and IBHIS Trading Partner Agreements (TPA) available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html) and <http://lacdmh.lacounty.gov/hipaa/IBHIS EDI homepage.html> respectively, shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.



- H. 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.
- I. 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 30 days from receipt of the request to deliver the requested information to the requesting party in the format specified by the requester.

56. **TECHNOLOGY REQUIREMENTS:**

- A. Contractor shall acquire, manage, and maintain Contractor's own information technology and systems and/or services in order to meet all functionality required for interoperability as specified by County.
- B. Contractor shall ensure that all individuals using electronic methods to sign electronic health records in the performance of work specified under this Agreement complete an Electronic Signature Agreement annually.
  - (1) Contractor shall maintain a copy of each Electronic Signature Agreement and make them available for inspection by County upon request.
  - (2) Contractor shall submit to County a Legal Entity Electronic Signature Certification to certify compliance with this provision of this Agreement. Contractors who implement electronic methods to sign electronic health records subsequent to the execution of this Agreement shall submit to County a Legal Entity Electronic Signature Certification immediately upon implementation.

- (3) County has a Legal Entity Electronic Signature Certification and a sample Electronic Signature Agreement available at: [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html)

57. **CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION:**

The Board has recognized that the County of Los Angeles must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. The County of Los Angeles, Policy 5.200 "Contractor Protection of Electronic County Information" was adopted to protect personal information (PI), protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County of Los Angeles Contractors.

Encryption requirements shall apply to all County PI, PHI and MI electronically stored or transmitted by Contractors and subcontractors, irrespective of storage and/or transmission methodology.

- A. Contractor shall comply with the encryption standards set forth in Attachment X-5 Exhibit Protection of Electronic County PI, PHI and MI and submit Attachment X-6 Required Forms Exhibit Proposer's Compliance with Encryption Requirements;
- B. Contractor shall comply with the Information Security Requirements set for in Attachment X-7 Exhibit Information Security Requirements;
- C. Contractor shall comply with Attachment X-8 Confidentiality Oath (Non-LAC-DMH Workforce Members); and
- D. Contractor shall comply with Attachment X-9 County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Technology Resources.

58. **COMPLIANCE WITH JURY SERVICE PROGRAM:**

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

- (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- (2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with 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 County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by 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 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- (3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the

Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

59. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY**

**LAW:** The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The information is set forth in Attachment VII, Safely Surrendered Baby Law of this Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

60. **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Attachment VII, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

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

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

62. **CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment VIII, 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).

63. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**: This Contract is subject to all provisions of the County's ordinance entitled Local Business Enterprise (SBE) Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204: Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this 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 10 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 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.

64. **FORCE MAJEURE:**

- A. 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

subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

- B. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet its obligations under this agreement. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

65. **CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

66. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 65 (**CONTRACTOR'S 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 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.

67. **PUBLIC RECORDS ACT:**

A. 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 Paragraph 13 - Record and Audits of this Agreement; as well as those documents which were required to be submitted in response to any solicitation conducted by the County for any services and/or programs for this Contract, become the exclusive property of the County. 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.

(1) County shall notify Contractor upon receipt of a request for such marked documents.

B. In the event the County is required to defend an action on a Public Records Act request, following notification to Contractor, 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.

68. **SECURITY AND BACKGROUND INVESTIGATION:**

A. All Contractor staff performing services under this Contract who are in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform



services under this 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 if the member of Contractor's staff passes or fails the background investigation.

- B. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- C. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- D. Disqualification of any member of Contractor's staff pursuant to this Paragraph 67 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

69. **AIR OR WATER POLLUTION REQUIREMENTS:** Unless specifically exempted under federal law, any federally funded Legal Entity Agreement and/or any subcontracts in excess of \$100,000 must comply with the following provisions:

- A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Chapter 1).
- B. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as

amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

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

71. **NOTICES:** All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. 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: Chief of Contracts

For the Contractor, please use the following contact information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
JONATHAN E. SHERIN, M.D., Ph.D.  
Director of Mental Health

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

## STATEMENT OF WORK PSYCHIATRIC URGENT CARE CENTERS

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## STATEMENT OF WORK (SOW)

### 1.0 SCOPE OF WORK

Psychiatric Urgent Care Centers (UCCs) are Medi-Cal certified and Lanterman-Petris-Short (LPS) designated free-standing crisis stabilization units that provide rapid access to mental health evaluation and assessment, crisis intervention and medication support, 24 hours per day, 7 days per week (24/7), as well as case management for individuals experiencing psychological distress and/or psychiatric crisis. UCC services, including integrated services for co-occurring substance use disorders, are focused on stabilization and linkage to recovery-oriented, community-based resources.

Although not limited to the following, UCCs primarily serve adolescents, ages 13-17, and adults, ages 18 years and older, including older adults (60+), and families whose presenting problems can be met with short-term (under 24 hours), immediate care and linkage to on-going community services and supports. Such individuals have characteristics including:

- In-crisis with mental health symptoms resulting in functional impairment, including those who have co-occurring substance use, developmental, medical and/or cognitive disorders;
- High-utilizers of psychiatric emergency and inpatient services;
- At-risk of suicide;
- Requires psychiatric medication management services;
- Lacks timely access to mental health services, which may result in a need for a higher level of care; and,
- Exposed to the criminal justice system for prior low-level offenses resulting from or associated with their mental illness.

UCC's serve to decompress County and private hospital emergency departments and help to mitigate avoidable incarcerations by providing an alternative for each individual served to participate in the development of an individualized plan, focused on recovery and wellness principles that will promote successful re-integration into the community.

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

- 2.1 Contractor shall provide County with the facility address where services are to be provided.
- 2.2 Contractor must obtain the prior written consent of the Director of DMH, or his designee, thirty (30) days before terminating services at any identified site and/or before commencing such services at another location.

- 2.3 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

### **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor including a clear description of the problem, the time a problem was first identified, any corrective action taken, and the time elapsed between identification and completed corrective action. This record shall be provided to the County upon request.

### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

#### **4.1 Quarterly Meetings**

Contractor is required to attend a scheduled quarterly meeting.

#### **4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)**

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within ten (10) work days, acknowledging the reported discrepancies or presenting contrary evidence. To the extent that Contractor acknowledges the reported discrepancies, a plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be included in the response.

Contractor will further be required to correct the deficiency within 30 calendar days following service of the notice of deficiency, unless the County Contract Project Monitor determines that the deficiency cannot be completely corrected within 30 calendar days. If the date for correcting the deficiency is more than 30 calendar days following the service of the notice of deficiency, Contractor will work with the County Contract Project Monitor to develop a plan that identifies corrective action beginning and completion dates. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

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### 4.3 County Observations

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

### 4.4 Program Goals

The goals of services provided by CSUs are to improve the following metrics related to outcomes for individuals and the County's systems of care:

- 4.4.1 Reduce the utilization of hospital emergency rooms and psychiatric inpatient units; and, reduce incarceration;
- 4.4.2 Reduce law enforcement involvement in mental health crisis calls, contacts, custodies and/or transports for assessment;
- 4.4.3 Improve participation rates in outpatient mental health services, case management programs, crisis and other supportive residential programs and intensive services programs;
- 4.4.4 Ensure clients' and/or their family members' satisfaction with the crisis stabilization services received; and
- 4.4.5 Increase the percentage of individuals who, within 15 and 30 days have not returned for crisis services at a County or private hospital emergency department.

This list is not exhaustive and may be subject to change.

## 5.0 DEFINITIONS

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

- 5.1 "Chair" means comfortable furniture authorized by DMH for use in the UCC for clients admitted for treatment. The chair is able to recline to allow clients to rest comfortably during their stay in the UCC.
- 5.2 "Crisis Stabilization" means a service as described in California Code of Regulations (CCR) Title 9 Section §1810.210 lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis stabilization is distinguished from crisis intervention by being delivered by providers who do meet the crisis stabilization contact, site, and staffing requirements described in Sections §1840.338 and 1840.348.



- 5.3 “Fiscal Year (FY)” means a 12 month budget and financial reporting period beginning on July 1 and ending on June 30 of the following calendar year.
- 5.4 “Immediately” means within four (4) hours of the incident time.
- 5.5 “Legal Entity” means a corporation, partnership, or agency providing specialty mental health services under contract with DMH, exclusive of individual or group providers, Fee-for-Service/Medi-Cal hospitals or psychiatric nursing facilities (ref. CCR Title 9 Section 1840.100(c)).
- 5.6 “Maximum capacity” means the maximum number of clients each UCC can treat at any one time. This maximum client capacity is specified on the Medi-Cal certification issued to the UCC.
- 5.7 “Psychiatric Urgent Care Center (UCC)” means a freestanding outpatient crisis stabilization unit that provides up to 24 hours, intensive crisis services composed of immediate care and linkage to community-based services and supports for individuals who would otherwise be brought to emergency rooms. UCCs must be Medi-Cal certified to provide crisis stabilization services, including integrated services for co-occurring substance abuse disorders and must be Lanterman - Petris – Short designated to evaluate and treat individuals detained pursuant to Welfare and Institutions Code, Sections 5150 and 5585.

## 6.0 RESPONSIBILITIES

The County’s and the Contractor’s responsibilities are as follows:

### COUNTY

#### 6.1 Contract Administration

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties may include:

- 6.1.1 Monitoring the Contractor’s performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 6.1.4 Facilitating client enrollment with a mental health services provider.
- 6.1.5 Referring/assigning clients to Contractor.

- 6.1.6 Reviewing and verifying monthly billing claims submitted by the Contractor.
- 6.1.7 Ensuring that clients who are financially able to pay for services do not have such services billed to the County.
- 6.1.8 Consulting with Contractor to determine whether the general program of services at the facility is sufficient for a particular client's needs.

## **6.2 Intentionally Omitted**

### **CONTRACTOR**

#### **6.3 Staffing Requirements**

Contractor will adhere to the staffing requirements as specified in the CCR Title 9, Section 1840.348:

- 6.3.1 A physician shall be on call at all times for the provision of those crisis stabilization services that may only be provided by a physician.
- 6.3.2 There shall be a minimum of one registered nurse, psychiatric technician, or licensed vocational nurse on site at all times beneficiaries are present.
- 6.3.3 At a minimum, there shall be a ratio of at least one licensed mental health or waived/registered professional on site for each four beneficiaries or other patients receiving crisis stabilization at any given time.
- 6.3.4 Other persons may be utilized by the program, according to need.
- 6.3.5 Persons included in required crisis stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services.

#### **6.4 Additional Staffing Requirements**

6.4.1 Contractor will designate a Program Manager, or County-approved alternate, that is responsible for the over-all administration and day-to-day management of the UCC. The Program Manager will be responsible for communicating with the County and State representatives on any contract – related activities concerns.

6.4.1.1 Contractor's Program Manager, or County-approved alternate, shall have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the UCC, and must be available Monday through Friday, from 8:00 a.m. through 5:00 p.m., to respond to County inquiries and address UCC-related issues.

6.4.2 Contractor is required to maintain a clinical staffing ratio of at least one staff to two clients between the hours of 8:00 am – 6:00 p.m. daily.

- 6.4.3 Contractor must ensure that medications are available on an as needed basis, and the staffing pattern must reflect this availability in accordance with CCR Title 9, Section 1840.338. Preferably, Contractor is to assign an on-site, licensed prescriber to meet this requirement with telephonic supervision, as necessary. Contractor may utilize tele-psychiatry services when the on-site, licensed prescriber is not available.
- 6.4.4 Contractor must ensure that all staff assigned to perform CSU services under this Agreement is able to read, write, speak, and understand English in order to conduct business with the County. Additionally, Contractor must ensure there are a sufficient number of ethnically and linguistically diverse staff to meet the cultural and language needs of the community served. Staff may include paraprofessionals and persons with lived experience.
- 6.4.5 Contractor is required to obtain, file, and make available for review upon request of County, copies of current driver's licenses, Department of Motor Vehicles (DMV) printouts, and proof of auto insurance for all staff providing transportation services to clients under this Agreement at least annually. County reserves the right to conduct a DMV check on Contractor's drivers.
- 6.4.6 Contractor must ensure that all staff assigned to perform work under this Agreement has the requisite experience and applicable current and valid California professional licenses needed to provide the services required under this Agreement. Contractor is required to obtain, file, and make available for review upon request of County, written verification for staff with foreign degrees that such degrees are recognized and meet the established standards and requirements of an accredited institution authorized by the U.S. Secretary of Education.
- 6.4.7 Contractor is required to provide County with a roster of all staff which includes: (1) name and payroll title/position; (2) work schedules; and (3) facsimile and telephone numbers upon commencing work on this Agreement and at the beginning of each fiscal year thereafter for the effective term of the Agreement and all its option terms. Contractor is also required to notify County of all staffing changes within 30 days of such change.
- 6.4.8 Contractor must advise the County of any change(s) in Contractor's key personnel, which includes management staff and the project manager, in writing and at least 24 hours prior to the proposed change(s). Interim or new personnel should also be included in this notice. Contractor must ensure that no interruption of services occurs as a result of personnel changes.

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## **6.5 Policies, Procedures, and Guidance**

Contractor shall, at minimum, establish acceptable policies and procedures, which are consistent with the Welfare and Institutions Code and the California Code of Regulations related to the following topics:

- 6.5.1 Admission Policy (no refusal);
- 6.5.2 Responding to suicide risks, threats, acts of violence, and refusal to participate in treatment;
- 6.5.3 “No discrimination” policy against individuals with a mental illness who have co-occurring disorders and can be safely treated at a UCC.
- 6.5.4 Physician accessibility during and after normal business hours to ensure adequate coverage for client care;
- 6.5.5 Delivery of required ancillary services (i.e. laboratory tests and x-rays, food for special dietary requirements and linens, etc.);
- 6.5.6 UCC Diversion, which includes requirements for coordinating services and finding appropriate resources to address the client's needs;
- 6.5.7 Partnering with local law enforcement agencies to accept appropriate referrals of individuals with mental illness; and,
- 6.5.8 Availability of immediate medical access within a reasonable proximity to health care for medical emergencies.
- 6.5.9 Policy and procedures related to the DMH guidelines for Lanterman - Petris - Short for 24 hour or shorter stay.

## **6.6 Identification Badges**

- 6.6.1 Intentionally omitted.
- 6.6.2 Contractor shall ensure their employees and subcontractors are appropriately identified.

## **6.7 Materials and Equipment**

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

## 6.8 Training

- 6.8.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees, including the attendance of mandatory trainings by appropriate staff.
- 6.8.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

## 6.9 Facility, Licenses, and Certifications

- 6.9.1 Contractor's facility has a safe, clean, and comfortable environment that meets the clinical and physical needs of patients;
- 6.9.2 Contractor must maintain the approved number of adult psychiatric outpatient beds (chairs) in the UCC facility and provide written notice to the DMH Program Manager when a change to the number of approved chairs in the UCC is anticipated;
- 6.9.3 Contractor must obtain Medi-Cal certification as a Crisis Stabilization Unit by the California Department of Health Care Services (DHCS) pursuant to California Code of Regulations, Title 9, Sections 1840.338 and 1840.348 within a reasonable period of time following the execution of a contract. If Contractor and an extension has not been granted by DMH, Contract may be subject to termination.
- 6.9.4 Contractor must be LPS designated by DMH to evaluate and treat individuals that are involuntarily detained pursuant to Welfare and Institutions Code (W&I Code), Sections 5150 and 5585.

**NOTE:** A person brought to a designated 5150/5585.50 UCC **MAY NOT** remain in that facility beyond 23 hours and 59 minutes and must be released if assessed and determined not to meet 5150/5585.50 criteria, or must be transferred to an LPS designated inpatient hospital within that time.

If a client has already been detained pursuant to W&I Code 5150/5585.50 and is transferred to a UCC, the client's detention in the UCC **MUST** occur within the 72-hour period authorized by the initial W&I Code 5150/5585.50 detention and the client may not remain in the UCC for more than 23 hours and 59 minutes. A UCC client **MAY NOT** be certified pursuant to W&I Code Sections 5250 (14-day hold), 5270.15 (additional 30-day hold), 5270.19 (additional intensive treatment for suicidal persons) or 5300 (additional 180 days hold for imminently dangerous individuals) while in a UCC.

6.9.5 Contractor may be required to obtain additional certification(s) that are deemed appropriate and necessary for addressing the needs of the population to be served. DMH shall notify the Contractor of any additional requirements and provide assistance to obtain the appropriate certification(s).

#### **6.10 Administrative Office**

Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. An answering service shall also be provided to receive calls. **The Contractor shall return calls received by the answering service within 24-hours of receipt of the call.**

#### **7.0 HOURS/DAY OF WORK**

Contractor is required to operate their facility 24 hours per day, 7 days per week without regard to County holidays.

7.1 Contractor shall accept admissions 24/7 and have staff available Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to County inquiries and UCC-related issues, including a designated contact on weekends and Holidays.

#### **8.0 WORK SCHEDULES**

8.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within thirty (30) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going tasks and task frequencies. The schedules shall list the time frames by day of the week and time of day (i.e. morning, afternoon, evening) the tasks will be performed.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within fourteen (14) working days prior to scheduled time for work.

#### **9.0 INTENTIONALLY OMITTED**

#### **10.0 SPECIFIC WORK REQUIREMENTS**

10.1 In addition to the provisions contained in Section 3 of the Contract, Contractor is responsible for providing the following UCC services directly or through agencies with which the Contractor has an established relationship, when appropriate:

10.1.1 Assessment and Mental Health Services: Assessment refers to an analysis of the history and current status of mental, emotional or

behavioral disorder. Mental Health Services refers to individual and group therapies and interventions designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency. Contractor designs, supports and implements services that are client and family-driven, when appropriate, and strength-focused.

- 10.1.2 Crisis Intervention: These are services rendered to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit and include activities such as assessment, collateral services, therapy and case management and linkage.
- 10.1.3 Co-Occurring Services: These are services for individuals with a primary diagnosis of mental illness who have co-occurring disorders such as substance use, physical health difficulties, cognitive disorders and developmental disabilities. This includes individual and group interventions.
- 10.1.4 Medication Evaluation and Support: These are services provided by physicians, physician assistants and nurses to evaluate an individual's need for psychiatric medication and administer medications, monitoring clients' status as appropriate. Medication Evaluation and Support Services are provided by staff persons who can, within the scope of practice of their professions, prescribe, administer, dispense and monitor the psychiatric medications necessary to alleviate the symptoms of mental illness.
- 10.1.5 Case Management and Linkage: These services are consistent with the Medicaid/Medicare definition for Targeted Case Management: services that assist a client to access needed medical, education, social, pre-vocational, vocation, rehabilitative, or other community services. Multidisciplinary staff provides linkage and transition to necessary community supports, based on assessments conducted at the time of admission to the program.
- 10.1.6 Physical Health Care: Basic physical health assessment, including assessment of symptoms related to co-occurring mental health and substance use disorders, including arrangements to ensure rapid access to emergency medical care for individuals in a health crisis and referrals to ensure follow-up treatment.
- 10.1.7 Interagency Collaboration: These are formal or informal relationships, with other community agencies and/or resources that serve mentally ill individuals and share accountability for achieving outcomes on their behalf in the community served by the Contractor.

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- 10.7.8 Community Partnerships: These are formal or informal arrangements with an array of community-based organizations and collaboratives that meet regularly to promote the well-being of clients and their families.
- 10.1.9 Referrals and Coordination of Care: These are linkages to services necessary to meet the needs of clients and their families. This includes linkage with intensive mental health services programs, community mental health centers in the client's community of choice and/or clients' existing service providers; Wellness Centers and client-run support programs; and/or other public agencies, private agencies, or other community resources to ensure coordination of services that support wellness and recovery.
- 10.1.10 Benefits Establishment and Services to the Uninsured: These are services designed to assess individuals' financial status, identify all benefits to which they may be entitled (e.g., Medicaid, Medicare) and perform all actions with or on behalf of clients who do not have entitlements, insurance, or income at the time of admission to initiate benefits establishment processes while clients receive services.
- 10.2 In providing the services described in subsection 10.1 and its subsections above, Contractor shall also:
- 10.2.1 Adhere to DMH clinical, risk management, and financial policies and procedures;
- 10.2.2 Facilitate client access to emergency, transitional, temporary, and permanent housing. Services may include helping homeless individuals link with emergency shelter bed program(s), and/or assisting individuals who require crisis residential or longer-term transitional residential program(s) to access such services;
- 10.2.3 Provide or arrange for transportation to crisis residential facilities or emergency, transitional or permanent housing when appropriate to ensure that successful linkage takes place
- 10.2.4 Keep an accurate record of progress notes as described in DMH policy 401.03, as well as the dates, agendas, sign-in sheets, and minutes of all UCC and subcontractor staff meetings;
- 10.2.5 Collect and enter data via the data collection instrument developed by County and/or the State on all clients referred to the agency. Contractor shall maintain data on a consistent and ongoing basis and make data available when requested by the County;
- 10.2.6 Provide a daily census report to the DMH Program Manager or designee. The daily census report shall identify the number of clients seen during the prior day that begins at 12:00 a.m. and ends at 11:59 p.m. for each day. The census report must include the total number of



clients seen during that time period; the length of stay, client identifiers, and disposition;

- 10.2.7 Collaborate with other County departments or entities (e.g., Regional Center, Department of Health Services) in order to ensure clients' access the services most appropriate for their needs and which they are entitled;
- 10.2.8 Access all available funding, including Medi-Cal, Medicare and other third-party revenue, and assist clients and families to access the most cost-efficient services and supports possible;
- 10.2.9 Notify and request approval from the DMH Program Manager as soon as it is anticipated that the UCC's capacity has been reached and it is not feasible to admit an additional client (UCC Diversion);
- 10.2.10 Collaborate with DMH Countywide Resource Management (CRM) staff to ensure that, prior to discharge, clients are linked to appropriate services that will address mental health and substance use needs and supports; and,
- 10.2.11 Provide and administer to clients a tool(s) by which clients and their families can evaluate the services they receive at a UCC. Contractor shall ensure the tool(s) addresses the performance of the UCC program and staff and the satisfaction of the clients and, when appropriate, their families. Contractor shall make this tool and related information available to County upon request.

### 10.3 Notification of Unusual Occurrences

10.3.1 Contractor shall notify County's Project Manager, or designate, of the following as soon as possible, but no later than 24-hours of the incident:

- 10.3.1.1 An epidemic outbreak;
- 10.3.1.2 Any suicide or suicide attempts;
- 10.3.1.3 If any client served in this program:
  - 10.3.1.3.1 Sustains injury, serious illness, sexual assault/abuse, or physical problems, necessitating evaluation in a hospital emergency room or resulting in hospitalization;
  - 10.3.1.3.2 Is known to use deadly weapons, fire, or is prone to other acts of violence;
  - 10.3.1.3.3 Leaves the facility against advice or is missing.

#### 10.4 Notification of Death

10.4.1 Contractor shall immediately notify County's Project Manager, or designate, of the death of any client served in this program.

10.4.1.1 Notice shall be made by telephone and in writing upon Contractor discovery of the death.

10.4.1.2 Verbal and written notice shall contain the name of the deceased; date and time of death; summary of the circumstances surrounding the death; and, the name(s) of all Contractor staff with knowledge of the event.

#### 11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

#### 12.0 PERFORMANCE REQUIREMENTS SUMMARY

Contractor's performance will be monitored by County at least once annually during the term of the Contract according to the Performance Requirements Summary (PRS) chart, Exhibit 2 of Appendix B (SOW Exhibits).

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

# TECHNICAL EXHIBITS

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CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

Date

COUNTY ACTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

\_\_\_\_\_

Contractor Representative's Signature and Date

\_\_\_\_\_

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

EXHIBIT 2

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
Contract: Sub-paragraph 8.38 - Record Retention and Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection of files
SOW: Sub-paragraph 4.4 - Program Goals	Contractor must meet the program goals identified for the UCC program.	Data and reports
SOW: Sub-paragraph 6.3 and subsections - Staffing Requirements	Contractor will adhere to the staffing requirements as specified in the CCR Title 9, Section 1840.348	Inspection and observation
SOW: Sub-paragraph 6.4 - Additional Staffing Requirements	Contractor is required to maintain a clinical staffing ratio of at least one staff to two clients between the hours of 8:00 am – 6:00 p.m. daily.	Inspection and observation
SOW: Sub-paragraph 6.4 - Additional Staffing Requirements	Contractor must ensure that medications are available on an as needed basis, and the staffing pattern must reflect this availability in accordance with CCR Title 9, Section 1840.338. Preferably, Contractor is to assign an on-site, licensed prescriber to meet this requirement with telephonic supervision, as necessary. Contractor may utilize tele-psychiatry services when the on-site, licensed prescriber is not available	Inspection and observation

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

EXHIBIT 2

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
<p>SOW: Sub-paragraph 6.4 - Additional Staffing Requirements</p>	<p>Contractor is required to obtain, file, and make available for review upon request of County, copies of current driver's licenses, Department of Motor Vehicles (DMV) printouts, and proof of auto insurance for all staff providing transportation services to clients under this Agreement at least annually. County reserves the right to conduct a DMV check on Contractor's drivers</p>	<p>Inspection of files</p>
<p>SOW: Sub-paragraph 6.4 - Additional Staffing Requirements</p>	<p>Contractor must ensure that all staff assigned to perform work under this Agreement has the requisite experience and applicable current and valid California professional licenses needed to provide the services required under this Agreement. Contractor is required to obtain, file, and make available for review upon request of County, written verification for staff with foreign degrees that such degrees are recognized and meet the established standards and requirements of an accredited institution authorized by the U.S. Secretary of Education</p>	<p>Inspection of files</p>

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

EXHIBIT 2

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
<p>SOW: Sub-paragraph 6.4 - Additional Staffing Requirements</p>	<p>Contractor is required to provide County with a roster of all staff which includes: (1) name and payroll title/position; (2) work schedules; and (3) facsimile and telephone numbers upon commencing work on this Agreement and at the beginning of each fiscal year thereafter for the effective term of the Agreement and all its option terms. Contractor is also required to notify County of all staffing changes within 30 days of such change</p>	<p>Inspection and observation</p>
<p>SOW: Sub-paragraph 6.4 - Additional Staffing Requirements</p>	<p>Contractor must advise the County of any change(s) in Contractor's key personnel, which includes management staff and the project manager, in writing and at least 24 hours prior to the proposed change(s). Interim or new personnel should also be included in this notice. Contractor must ensure that no interruption of services occurs as a result of personnel changes</p>	<p>Inspection and observation</p>
<p>SOW: Subparagraph 6.5 and subsections Policies, Procedures, and Guidance</p>	<p>Contractor shall establish acceptable policies and procedures consistent with the Welfare and Institutions Code and the California Code of Regulations.</p>	<p>Inspection and observation</p>
<p>SOW: Subparagraph 6.6 - Identification Badges</p>	<p>Contractor shall ensure their employees are appropriately identified.</p>	<p>Inspection and observation</p>
<p>SOW: Subparagraph 6.9 - Facility, Licenses, and Certifications</p>	<p>Contractor's facility has a safe, clean, and comfortable environment that meets the clinical and physical needs of patients</p>	<p>Inspection and observation via unannounced site visit</p>

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

EXHIBIT 2

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
<p>SOW: Subparagraph 6.9 - Facility, Licenses, and Certifications</p>	<p>Contractor must maintain the approved number of adult psychiatric outpatient beds (chairs) in the UCC facility and provide written notice to the DMH Program Manager when a change to the number of approved chairs in the UCC is anticipated</p>	<p>Inspection and observation via unannounced site visit</p>
<p>SOW: Subparagraph 6.9 - Facility, Licenses, and Certifications</p>	<p>Contractor must obtain Medi-Cal certification as a Crisis Stabilization Unit by the California Department of Health Care Services (DHCS) pursuant to California Code of Regulations, Title 9, Sections 1840.338 and 1840.348</p>	<p>Inspection of files</p>
<p>SOW: Subparagraph 6.9 - Facility, Licenses, and Certifications</p>	<p>Contractor must be LPS designated by DMH to evaluate and treat individuals that are involuntarily detained pursuant to Welfare and Institutions Code (W&amp;I Code), Sections 5150 and 5585</p>	<p>Inspection of files</p>
<p>SOW: Subsection 6.10 - Administrative Office</p>	<p>Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. An answering service shall also be provided to receive calls. <b>The Contractor shall return calls received by the answering service within 24-hours of receipt of the call.</b></p>	<p>Inspection and observation</p>



# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

EXHIBIT 2

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
SOW: Paragraph 7.0 - Hours/Day of Work	Contractor is required to operate their facility 24/7 without regard to County holidays.	Inspection and observation
SOW: Paragraph 8.0 - Work Schedules	Contractor shall submit for review and approval a work schedule for each facility within 30 days prior to starting work. Schedule shall be set on an annual calendar identifying all the required on-going tasks and task frequencies. The schedules shall list the time frames by day of the week and time of day the tasks will be performed.	Inspection of files
SOW: Paragraph 8.0 - Work Schedules	Contractor shall submit revised schedules when actual performance differs substantially from planned performance.	Inspection and observation via unannounced site visit
SOW: Sub-paragraph 10.1 - Specific Work Requirements	Contractor is responsible for providing the following UCC services: assessment and mental health services; crisis intervention; co-occurring services; medication evaluation and support; case management and linkage; physical health care; interagency collaboration; community partnerships; referrals and coordination of care; and, benefits establishment to the uninsured.	Inspection and observation
SOW: Sub-paragraph 10.2 - Specific Work Requirements	Contractor shall adhere to DMH clinical, risk management, and financial policies and procedures.	Inspection and observation

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

EXHIBIT 2

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
SOW: Sub-paragraph 10.2 - Specific Work Requirements	Facilitate client access to emergency, transitional, temporary, and permanent housing. Services may include helping homeless individuals link with emergency shelter bed program(s), and/or assisting individuals who require crisis residential or longer-term transitional residential program(s) to access such services	Inspection of files and observation
SOW: Sub-paragraph 10.2 - Specific Work Requirements	Provide or arrange for transportation to crisis residential facilities or emergency, transitional or permanent housing when appropriate to ensure that successful linkage takes place	Inspection of files and observation
SOW: Sub-paragraph 10.2 - Specific Work Requirements	Keep an accurate record of progress notes as described in DMH policy 401.03, as well as the dates, agendas, sign-in sheets, and minutes of all UCC and subcontractor staff meetings	Inspection of files and observation
SOW: Sub-paragraph 10.2 - Specific Work Requirements	Collect and enter data via the data collection instrument developed by County and/or the State on all clients referred to the agency. Contractor shall maintain data on a consistent and ongoing basis and make data available when requested by the County	Inspection and observation
SOW: Sub-paragraph 10.2 - Specific Work Requirements	Provide a daily census report to the DMH Program Manager or designee. The daily census report shall identify the number of clients seen during the prior day that begins at 12:00 a.m. and ends at 11:59 p.m. for each day. The census report must include the total number of clients seen during that time period; the length of stay, client identifiers, and disposition	Inspection and observation

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

EXHIBIT 2

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
SOW: Sub-paragraph 10.2 - Specific Work Requirements	Access all available funding, including Medi-Cal, Medicare and other third-party revenue, and assist clients and families to access the most cost-efficient services and supports possible	Inspection of files and observation
SOW: Sub-paragraph 10.2 - Specific Work Requirements	Notify and request approval from the DMH Program Manager as soon as it is anticipated that the UCC's capacity has been reached and it is not feasible to admit an additional client (UCC Diversion)	Observation
SOW: Sub-paragraph 10.2 - Specific Work Requirements	Collaborate with DMH Countywide Resource Management (CRM) staff to ensure that, prior to discharge, clients are linked to appropriate services that will address mental health and substance use needs and supports	Inspection of files and observation
SOW: Sub-paragraph 10.2 - Specific Work Requirements	Provide and administer to clients a tool(s) by which clients and their families can evaluate the services they receive at a UCC. Contractor shall ensure the tool(s) addresses the performance of the UCC program and staff and the satisfaction of the clients and, when appropriate, their families.	Inspection of files and observation
SOW: Sub-paragraph 10.3 - Notification of Unusual Occurrences	Contractor shall notify County of the following ASAP: epidemic outbreak(s); suicide attempts; if any client sustains injury, serious illness, sexual assault/abuse, or physical problems, resulting in hospitalization; if any client is known to use deadly weapons, fire, or is prone to other acts of violence; if any client leaves the facility against advice or is missing.	Inspection and observation

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

EXHIBIT 2

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
SOW: Subparagraph 10.4 - Notification of Death	Contractor shall immediately notify County of the death of any client served in this program.	Inspection and observation
SOW: Paragraph 11 - Green Initiatives	Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.	Observation

**REQUIRED FORMS  
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**REQUIRED FORMS - EXHIBIT 1  
 APPLICANT'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT  
 AND CBE INFORMATION**

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Applicant and to bind the Applicant in an Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Yr. became DBA
Name	County of Registration	Yr. became DBA

**If your firm is going to use a DBA for this Agreement, please provide the Fictitious Business Name Statement filed with the LA County Registrar Recorder with the corresponding name.**

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm?  No  Yes **If yes, Name of parent firm:**

State of incorporation or registration of parent firm:

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Yr. of Name Change
Name	Yr. of Name Change
Name	Yr. of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Applicant acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Application.

**CBE INFORMATION**

**I. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
<b>Number of California Employees:</b>						
<b>Total Number of Employees of Firm (including owners):</b>						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the total number of employees of Firm into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

**II. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this application are made, the application may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

<b>Applicant's Name</b>
<b>Address</b>

<b>E-mail address:</b>	<b>Telephone number:</b>	<b>Fax number:</b>
	- -	- -

On behalf of \_\_\_\_\_ (Applicant's name), I \_\_\_\_\_ (Name of Applicant's authorized representative), certify that the information contained in this Applicant's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

\_\_\_\_\_  
Signature

<b>Title</b>	<b>CA Secretary of State Entity Number</b>	
<b>Date</b>	<b>IRS Employer Identification Number</b>	<b>County WebVen Number</b>



**REQUIRED FORMS - EXHIBIT 2  
PROSPECTIVE CONTRACTOR REFERENCES**

**Contractor's Name:**

List \_\_\_\_\_ References where the same or similar scope of services were provided.

<b>1. Name of Firm:</b>	<b>Address of Firm:</b>	<b>Contact Person:</b>	
<b>Telephone #:</b>	<b>E-mail Address:</b>	<b>Specific Date of Contract – From - To</b>	
-		- - - - -	
<b>Name or Contract No.</b>	<b>Type of Service:</b>	<b>Annual Dollar Amount:</b>	
		\$	
<hr/>			
<b>2. Name of Firm:</b>	<b>Address of Firm:</b>	<b>Contact Person:</b>	
<b>Telephone #:</b>	<b>E-mail Address:</b>	<b>Specific Date of Contract – From - To</b>	
-		- - - - -	
<b>Name or Contract No.</b>	<b>Type of Service:</b>	<b>Annual Dollar Amount:</b>	
		\$	
<hr/>			
<b>3. Name of Firm:</b>	<b>Address of Firm:</b>	<b>Contact Person:</b>	
<b>Telephone #:</b>	<b>E-mail Address:</b>	<b>Specific Date of Contract – From - To</b>	
-		- - - - -	
<b>Name or Contract No.</b>	<b>Type of Service:</b>	<b>Annual Dollar Amount:</b>	
		\$	

**REQUIRED FORMS - EXHIBIT 3**  
***CERTIFICATION OF NO CONFLICT OF INTEREST***

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any applications submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

**Applicant Name:**

**Applicant Official Title:**

**Date:**

\_\_\_\_\_  
Official's Signature

**REQUIRED FORMS - EXHIBIT 4**

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Applicant certifies that:

- Applicant is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- Each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Applicant is in full compliance with Chapter 2.160 of the Los Angeles County Code; and
- Each such County Lobbyist retained by the Applicant is **not** on the Executive Office's List of Terminated Registered Lobbyists as part of their application.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 5  
INTENTIONALLY OMITTED**

**REQUIRED FORMS - EXHIBIT 6**  
**APPLICANT'S EEO CERTIFICATION**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Internal Revenue Service Employer Identification Number:** \_\_\_\_\_

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Applicant 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.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Applicant has written policy statement prohibiting discrimination in all phases of employment.	<input type="checkbox"/>	<input type="checkbox"/>
2. Applicant periodically conducts a self-analysis or utilization analysis of its work force.	<input type="checkbox"/>	<input type="checkbox"/>
3. Applicant has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/>	<input type="checkbox"/>
4. When problem areas are identified in employment practices, Applicant has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Signature

Date: - -

**Name of Signer:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 7**  
**ATTESTATION OF WILLINGNESS TO CONSIDER**  
**GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Applicant shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Applicant shall attest to a willingness to provide employed GAIN/GROW participants access to the Applicant's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV).

**Applicants unable to meet this requirement shall not be considered for contract award.**

Applicant shall complete all of the following information, sign where indicated below, and return this form with their application.

A. Applicant has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Applicant is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Applicant is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Applicant is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Applicant's Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 8**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Applications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All applicants, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the applicant is excepted from the Program.

<b>Company Name:</b>		
<b>Company Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Telephone Number:</b> -     -		
<b>Solicitation For</b>	<b>Services:</b>	

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"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.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b> - -

**REQUIRED FORMS - EXHIBIT 9**  
**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

<b>Company Name:</b>		
<b>Company Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Telephone Number:</b> -     -		

The following definitions shall be applicable to the program.

**Los Angeles County Code Chapter 2.206.020 A. "Contractor"** shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or application or enters into a contract or agreement with the County.

**Los Angeles County Code Chapter 2.206.020 C. "County Property Taxes"** shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

The Applicant certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Applicant is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Applicant agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**OR**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, Pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

<b>Print Name:</b> _____	
<b>Title:</b> _____	
<b>Signature:</b> _____	<b>Date:</b> -     -



**REQUIRED FORMS - EXHIBIT 10**

**INTENTIONALLY OMITTED**

**REQUIRED FORMS - EXHIBIT 11**  
**ACKNOWLEDGEMENT OF RFA RESTRICTIONS**

- A. Intentionally omitted.
- B. List all names and telephone number of person legally authorized to commit the Applicant.

**NAME**

**PHONE NUMBER**

NAME	PHONE NUMBER
	- -
	- -
	- -

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".
- D. Applicant acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFA. Applicant understands that if it is determined by the County that the Applicant did participate as a consultant in this RFA process, the County shall reject this application.

**Name of Firm:** \_\_\_\_\_

**Print Name of Signer:** \_\_\_\_\_

**Title:** \_\_\_\_\_

---

**Signature**

## REQUIRED FORMS - EXHIBIT 12

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Page 1 of 2

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Applicant shall provide immediate written notice to the person to whom this application is submitted if at any time Applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “application,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this application is submitted for assistance in obtaining a copy of those regulations.
4. Applicant agrees by submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Applicant further agrees by submitting this application that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376),” as set forth in the text of the Sample Contract attached to the Request for Applications, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Applicant acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Applicant acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Applicant acknowledges that each participant may, but is not required to; check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Applicant and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Applicant shall attach a written explanation to its application in lieu of submitting this Certification. Applicant's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owners, officers, partners, directors, other principals, employees, or independent contractors of the Applicant and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Applications.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

Applicant hereby certifies that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: - -

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Title of Authorized Representative**

\_\_\_\_\_  
**Printed Name of Authorized Representative**

**REQUIRED FORMS - EXHIBIT 13**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Internal Revenue Service Employer Identification Number:** \_\_\_\_\_

Applicant or Contractor is exempt from the California Nonprofit Integrity Act.

**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.

If Applicant or Contractor is not exempt, **check the Certification below that is applicable to your company.**

Applicant 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 Applicant 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**

Applicant 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 of Signer:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 14**  
**ZERO TOLERANCE POLICY ON**  
**HUMAN TRAFFICKING CERTIFICATION**

<b>Company Name:</b>		
<b>Company Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Telephone Number:</b> -   -		
<b>Solicitation For            Services:</b>		

**APPLICANT CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Applicant acknowledges and certifies compliance with Sub-paragraph 8.61 - Compliance with County's Zero Tolerance Policy on Human Trafficking of Appendix A - Sample Agreement and agrees that Applicant or a member of Applicant's staff performing work under the Agreement will be in compliance. Applicant further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any Application, or cancellation of any resultant Agreement, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b> - -

## COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### ***WE RECOGNIZE. . . .***

#### ***The importance of small business to the County. . .***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### ***The County can play a positive role in helping small business grow. . .***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### ***WE THEREFORE SHALL:***

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 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)

**2.203.020 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.



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

### **2.203.030 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)

### **2.203.040 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)

### **2.203.050 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)

### **2.203.060 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)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. 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)

**2.203.090. 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)

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015  
 (Obtain latest version from IRS website)  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
 Internal Revenue Service

## Notice 1015

(Rev. December 2015)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

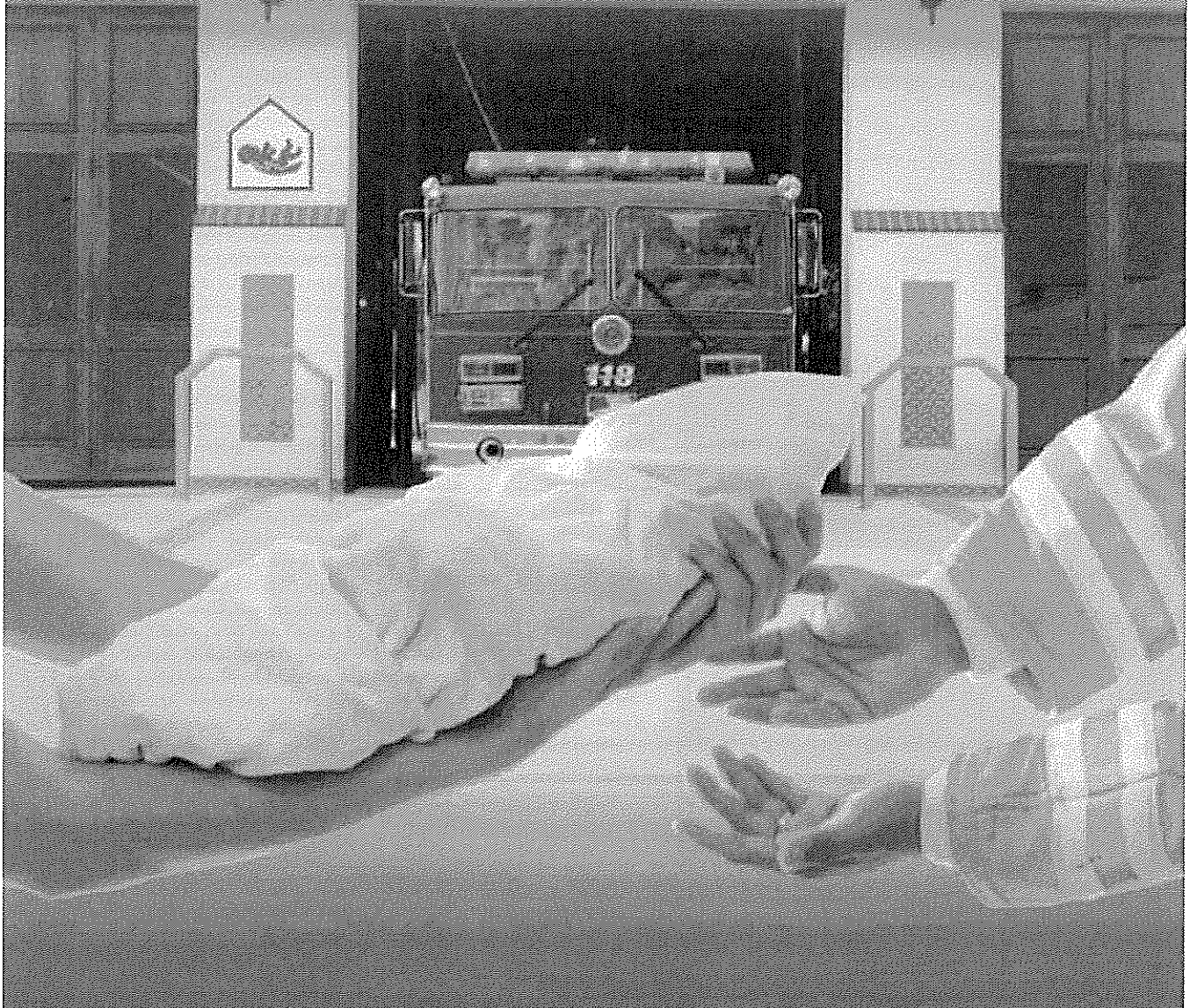
#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2015)  
 Cat. No. 205991

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-0723

[www.babysafeia.org](http://www.babysafeia.org)



In Los Angeles County: 1-877-BABY-SAFE 1-877-222-9723  
www.babysafe.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?

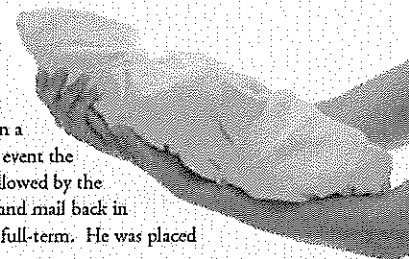
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

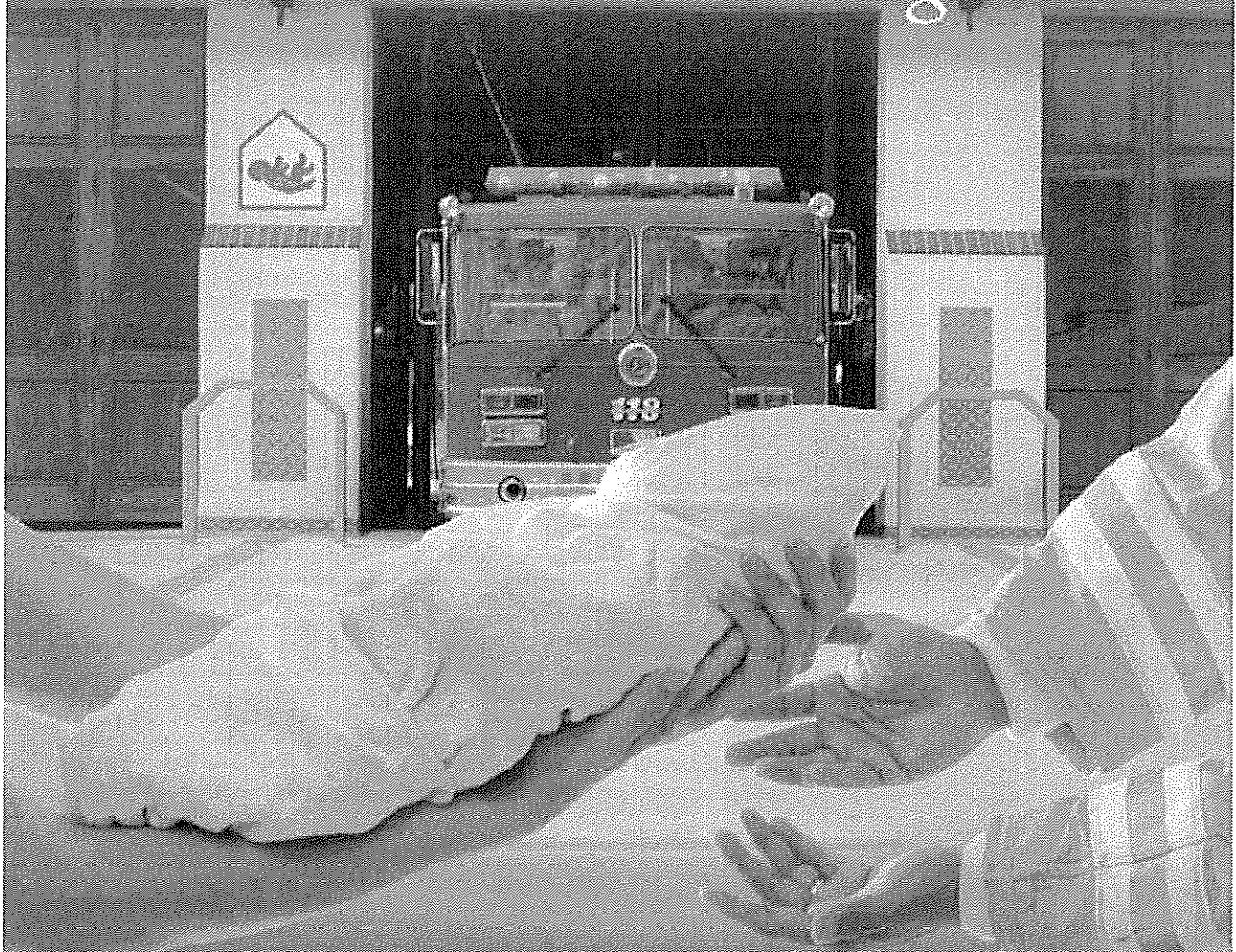
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

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

[www.babysafe.org](http://www.babysafe.org)

## ¿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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre 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 Angeles 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.





## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

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here is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

### 2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**

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- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

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- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  1. Chief Executive Office delegated authority agreements under \$50,000;
  2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth 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
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

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14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For 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; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 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. No. 2009-0026 § 1 (part), 2009.)