



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

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Chief Deputy Director
Administrative Operations

May 21, 2019

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

41 May 21, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ENTER INTO A LEGAL ENTITY CONTRACT WITH THE LOS ANGELES UNIFIED
SCHOOL DISTRICT FOR FISCAL YEARS 2019-20 THROUGH 2021-22
(SUPERVISORIAL DISTRICTS 2 AND 3)
(3 VOTES)**

SUBJECT

Request approval to enter into a Legal Entity Contract with the Los Angeles Unified School District for fiscal years 2019-20 through 2021-22 to provide specialty mental health services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute a Department of Mental Health (DMH) Legal Entity (LE) Contract, substantially similar to Attachment I, with the Los Angeles Unified School District (LAUSD), for the continued provision of specialty mental health services to LAUSD students and their families residing within the boundaries of the school district. The term of this LE Contract will be effective July 1, 2019 through June 30, 2020, with two automatic one-year extension periods. The Maximum Contract Amounts (MCA) for Fiscal Years (FY) 2019-20, 2020-21, and 2021-22 are \$7,228,612, \$7,228,612, and \$7,228,612, respectively, and fully funded with Federal Financial Participation (FFP) Medi-Cal revenue, 2011 Realignment revenue, and State MHSA revenue.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to this LE Contract to revise the boilerplate language; revise the annual MCA; provide or add additional/related services to ensure continuity of care, or delete services; modify or replace an existing Service Exhibit and/or Statement of Work; modify the Privacy/Network Security (Cyber) Liability Insurance requirement; and/or reflect federal, State, and County regulatory and/or policy changes provided that: 1) the County's total payment to Contractor will not exceed an increase of

more than 25 percent of the Board-approved annual MCA; 2) provided sufficient funds are available; 3) and subject to the prior review and approval as to form by County Counsel, and Chief Executive Office Risk Management Division, as appropriate, with written notice to the Board and Chief Executive Officer (CEO).

3. Delegate authority to the Director, of his designee, to terminate the Contract described in Recommendation 1 in accordance with the Contract's termination provisions, including Termination for Convenience. The Director will notify the Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of Recommendation 1 will allow DMH to execute a new LE Contract with LAUSD, whose existing Contract is scheduled to expire on June 30, 2019. This Contract is necessary to provide continuous, uninterrupted outpatient mental health services focused on the specific needs of children, adolescents, and at-risk LAUSD students. LAUSD will provide the local match above the amount provided by DMH in order to access FFP Medi-Cal, thereby enabling LAUSD to cost effectively fund mental health services for an estimated 1,800 additional unduplicated students annually and do so at no extra cost to the County.

Board Approval of Recommendation 2 will enable DMH to amend the LE Contract with LAUSD in an expeditious manner.

Board Approval of Recommendation 3 will enable DMH to terminate the LE Contract in accordance with the Contract's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal 1, Make Investments that Transform Lives, specifically via Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions.

FISCAL IMPACT/FINANCING

The FY 2019-20 annual MCA for this Contract is \$7,228,612, fully funded with FFP Medi-Cal, 2011 Realignment, and State MHSA revenues. The total funding amounts are included in DMH's FY 2019-20 Recommended Budget.

In addition, LAUSD has committed \$195,000 to be used as the local share which will permit the drawdown of \$1,750,000 of FFP Medi-Cal and 2011 Realignment revenue and result in the provision of additional Medi-Cal eligible mental health services to an estimated 1,800 unduplicated students. These FFP Medi-Cal and 2011 Realignment dollars are included in the Contract's MCA.

Funding for future years will be requested through DMH's annual budget request process. There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 14, 2013, your Board recognized that LAUSD, under the present version of 42 C.F.R. Section 433.51, is a unit of local government qualified to certify that public expenditures for Medi-Cal

services are eligible for FFP. LAUSD, as permitted by Federal regulations, will provide local match (above the amount provided by DMH) funds necessary to access FFP Medi-Cal.

LAUSD is the largest school district in Los Angeles County with 1,322 schools and 694,096 students. LAUSD has been providing specialty mental health services on campus to referred students since 2001. The services are provided at the following sites: 97th Street Clinic, Locke Wellness Center, and Valley School Mental Health Clinic. The proximity of their clinics and wellness centers to school campuses enables LAUSD to efficiently manage mental health coordination for such students.

The attached Contract format (Attachment I) has been approved as to form by County Counsel.

In accordance with your Board Policy Manual, Section 5.120, Authority to Approve Increases to Board-Approved Contract Amounts requirements, DMH notified your Board on May 2, 2019 (Attachment II), identifying and justifying the need for requesting a percentage increase exceeding 10 percent.

CONTRACTING PROCESS

DMH initially entered into a LE Contract with LAUSD in 2001 to provide on-campus mental health services to students in need. The current LE Contract is due to expire on June 30, 2019, and DMH is requesting that your Board authorize the Director to enter into a new LE Contract with LAUSD that will allow for the ongoing provision of specialty mental health services to this student population.

As mandated by your Board, the performance of this LE Contractor is evaluated by DMH on an annual basis to ensure the Contractor's compliance with all contract terms and performance standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to provide ongoing mental health services to LAUSD students, and will assist DMH in its mission of enriching lives through partnership designed to strengthen the community's capacity to support recovery and resiliency.

The Honorable Board of Supervisors

5/21/2019

Page 4

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:GP:ES:SK:es

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY CONTRACT

MH122091
Contract Number

00315
Legal Entity Number

50317310
Vendor Number

333 S. Beaudry Ave.

29th Floor

Los Angeles, CA 90017
Contractor Headquarters Address

Contractor Headquarters' Supervisorial District 1

Mental Health Service Area(s) 2, 4, 6

OR Countywide _____

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Exhibits:

- 1.1 Exhibit A - Financial Exhibit (Financial Provisions)
 - 1.1.1 Exhibit A-1 - Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children's Health Insurance Programs Reimbursements
 - 1.1.2 Exhibit A-2 - 1982 A: SHORT DOYLE/MEDI-CAL MONTHLY CLAIMS FOR REIMBURSEMENT TREATMENT COST
 - 1.1.3 Exhibit A-3 - LOS ANGELES UNIFIED SCHOOL DISTRICT CERTIFICATION
- 1.2 Exhibit B - Financial Summary(ies)
- 1.3 Exhibit C - Statement(s) of Work/ Service Exhibit(s) List
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibits G-1, G-2, G-3 - Acknowledgment of Confidentiality Agreement(s)
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - Definitions
- 1.11 Exhibit K - Attestation Regarding Federally Funded Programs
- 1.12 Exhibit L - Required Supplemental Documents
- 1.13 Exhibit M - Performance Standards and Outcome Measures Exhibit
- 1.14 Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 Exhibit O - Charitable Contributions Certification
- 1.16 Exhibit P - Ownership/Controlling Interest Disclosure
- 1.17 Exhibit Q - Protection of Electronic County PI, PHI, and MH
- 1.18 Exhibit R - Contractor's Compliance with Encryption Requirements
- 1.19 Exhibit S - Agreement for Acceptable Use and Confidentiality of County Information Technology Resources
- 1.20 Exhibit T - Information Security and Privacy Requirements
- 1.21 Exhibit U - Confidentiality Oath
- 1.22 Exhibit V - List of Other Government Contracts
- 1.23 Exhibit W - Electronic Data Transmission Trading Partner Agreement (TPA)

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY CONTRACT

This CONTRACT is made and entered into this ___ day of ____, 2019, by and between the County of Los Angeles, hereinafter referred to as County and Los Angeles Unified School District, hereinafter referred to as "Contractor". Contractor is located at 333 S. Beaudry Ave., 29th Floor, Los Angeles CA 90017.

RECITALS

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 through the County's Request for Statement of Qualification (RFSQ) process 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 Contract; 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 Opportunity and Responsibility 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 (CFR) Parts

160 and 164 and WIC Section 5328 et seq.; 42 CFR Paragraph 455.104, California Department of Health Care Services (DHCS) Mental Health Plan Contract; 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 Contract is authorized by WIC Section 5600 et seq., California Government Code Sections 23004, 26227 and 53703, and otherwise.

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

1 APPLICABLE DOCUMENTS

- 1.1 Entire Contract: The body of this Contract, all exhibits, Financial Exhibit A (Financial Provisions), Financial Summary(ies), Fiscal Years 2019-20, 2020-21 and 2021-22, and Statement(s) of Work (SOW)/Service Exhibit(s) (SE) Service Delivery Site Exhibits attached hereto and incorporated herein by reference, and Contractor's Service Delivery Plan for this Contract, 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/contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract, and then to the Exhibits according to the following priority:
- 1.2 Exhibit A - Financial Exhibit (Financial Provisions)
 - 1.2.1. Exhibit A-1 - Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children's Health Insurance Programs Reimbursements

- 1.2.2 Exhibit A-2 - 1982 A: Short Doyle/Medi-Cal Monthly Claims for Reimbursement Treatment Cost
- 1.2.3 Exhibit A-3 - Los Angeles Unified School District Certification
- 1.3 Exhibit B - Financial Summary(ies)
- 1.4 Exhibit C - Statement(s) of Work/ Service Exhibit(s) List

Contractor's Service Delivery Plan (Subprogram Schedule) incorporated by this reference and to be sent to all Legal Entity contractors by DMH upon determination of LE contractor.

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) or Paragraph 8.34 (Notices) and signed by both parties.

2 DEFINITIONS/HEADINGS

- 2.1 Definitions/Headings: The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit J – Definitions lists words and their definitions as used herein.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

3.3 Description of Services/Activities

- 3.3.1 Contractor shall provide those mental health services identified on the Financial Summary and Service Exhibit(s) of this Contract and as described in the Contractor's Service Delivery Plan for this Contract, 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.
- 3.3.2 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.

- 3.3.3 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.
- 3.3.4 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 shown on the Financial Summary and are described in the policies and procedures provided by the California Department of Mental Health (CDMH) and/or the California Department of Health Care Services (DHCS).
- 3.3.5 Contractor may provide mental health services claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services.
- 3.3.6 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 submitted to the County a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ) for the provision of such services; Contractor has met the minimum qualifications listed in the RFSQ and has been selected for recommendation for placement on a MHSA Master Contract eligibility list; and Contractor has demonstrated experience and training in its specialized field and has been selected to provide MHSA

services pursuant to a solicitation process approved by County, or (2) Contractor intends to transform a portion of its services to MHSA services, Contractor has submitted a mid-year change to the Service Delivery Plan outlining the planned transformation and County has approved Contractor to provide MHSA services through the transformation process. Placement on the Master Contract eligibility list does not guarantee that Contractor will be selected to provide mental health services claimable as MHSA services. In order to provide mental health services claimable as MHSA services, a provider must have been selected to provide MHSA services pursuant to a solicitation process approved by County, or be approved by County to provide MHSA service through the transformation process.

3.4 Maintenance Standards for Service Delivery Sites

3.4.1 Contractor shall ensure that all locations where services are provided under this Contract 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 3.4.

3.5 Nondiscrimination in Services

3.5.1 Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 3.5.1, 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 Contract 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.

3.5.2 Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Contract 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.

3.5.3 If direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) are provided hereunder, Contractor shall have admission policies which are in accordance with 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 Contract, 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 Contract in a conspicuous place, available and open to the public.

3.6 Patients'/Clients' Rights

3.6.1 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.

3.7 Reporting of Patient/Client Abuse and Related Personnel Requirements

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

3.7.2 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.

3.7.3 Contractor Staff:

3.7.3.1 Contractor shall ensure 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.

3.7.3.2 Contractor shall ensure 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.

3.7.3.3 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.

3.7.3.4 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.

3.7.3.5 DMH shall not select, hire, discharge, supervise or instruct any of Contractor's personnel. Notwithstanding the foregoing, upon receipt of written notice from DMH Director or his designee, Contractor shall immediately remove any of its personnel from the provision of services under this Contract if such person has violated applicable rules or regulations or such person's actions or omissions, while working on this Contract, has negatively impacted child safety.

3.8 Staffing

3.8.1 Throughout the term of this Contract, Contractor shall staff its operations so that staffing approximates the type and number

indicated in Contractor's Service Delivery Plan for this Contract and as required by WIC and CCR.

- 3.8.1.1 Staff providing services under this Contract 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, CDMH Policy Letters, DHCS Policy Letters, and shall only function within the scope of practice as dictated by licensing boards/bodies.
- 3.8.1.2 If, at any time during the term of this Contract, the Contractor has a sufficient number of vacant staff positions that would impair its ability to perform any services under the Contract, Contractor shall promptly notify Director of such vacancies.
- 3.8.1.3 At all times during the term of this Contract, 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 Contract.

3.9 Staff Training and Supervision

- 3.9.1 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.
- 3.9.2 Contractor shall institute and maintain appropriate supervision of all persons providing services under this Contract with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical supervision policy.
- 3.9.3 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.

- 3.9.4 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.

3.10 Program Supervision, Monitoring and Review

- 3.10.1 Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served.

- 3.10.2 Upon receipt of any contract monitoring report pertaining to services/activities under this Contract, 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.

- 3.10.3 In the event of a State audit of this Contract, if State auditors disagree with County's official written instructions to Contractor in its performance of this Contract, and if such audit 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.

- 3.10.4 To ensure compliance with this Contract and for any other reasonable purpose relating to performance of this Contract, 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 Contract 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 Contract; and elicit information regarding the performance of this Contract 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.

3.11 Reports

3.11.1 Contractor shall make reports as required by Director, State, or the federal government regarding Contractor's activities and operations as they relate to Contractor's performance of this Contract. 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.

3.11.2 Income Tax Withholding: Upon Director's request, Contractor shall provide County with certain documents relating to Contractor's income tax returns and employee income tax withholding. These documents shall include, but are not limited to:

- (1) A copy of Contractor's federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).
- (2) A copy of a receipt for, or other proof of payment of, each employee's federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

3.11.3 County Claims Processing Information System:

- (1) Notwithstanding any other provision of this Contract, 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 Contract, 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 Contract and its exhibits thereto, including but not limited to 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 Contract, 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.

4 TERM OF CONTRACT

4.1 TERM:

4.1.1 Initial Period: The Initial Period of this Contract shall commence on July 1, 2019, and shall continue in full force and effect through June 30, 2020.

4.1.2 Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed two (2), additional periods without further action by the parties hereto unless either party desires to terminate this Contract in accordance with provision 8.42 (Termination for Convenience).

(1) First Automatic Renewal Period: If this Contract is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2020, and shall continue in full force and effect through June 30, 2021.

(2) Second Automatic Renewal Period: If this Contract is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2021, and shall continue in full force and effect through June 30, 2022.

4.1.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

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

5 FINANCIAL PROVISIONS

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

5.2 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.2.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.2.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.2.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct

deposit shall supersede this requirement with respect to those payments.

- 5.2.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Department of Mental Health Administration

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 Director of Mental Health

6.2.1 The role of the Director

- 6.2.1.1 The Director shall have the authority to administer this Contract on behalf of the County. All references to the actions or decisions to be made by the County in this Contract shall be made by the Director unless otherwise expressly provided.
- 6.2.1.2 The Director may designate one (1) or more persons to act as his designee for the purposes of administering this Contract. Therefore "Director" shall mean "Director and/or his designee."
- 6.2.1.3 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.1.4 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the

requirements of this Contract be relieved, excused or limited thereby.

6.3 Contract Monitoring Manager

6.3.1 The role of the Contracts Monitoring Manager is authorized to include:

6.3.1.1 Meeting with the Director or his designee on an as needed basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3.1.3 The Contracts Monitoring Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 Contract Lead

6.4.1 The role of the County's Contract Lead is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Contract Lead reports to the Contract Monitoring Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F- Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Contract Manager

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

7.2.2 The Contractor's Contract Manager is designated in Exhibit F- Contractor's Administration. The Contractor shall notify the

County in writing of any change in the name or address of the Contractor's Manager.

- 7.2.3 The Contractor's Contract Monitor shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Contract Monitor on an as needed basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification (ID) badge.

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor shall notify the County within one (1) business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through

fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

7.5.2 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.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 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.

- 7.6.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor unless objected to by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.4 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.5 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Contract", Exhibit G-1.
- 7.6.6 Contractor shall require all contractor employees and non-employees; including sub-contractors performing services under this Contract to sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Contract", Exhibits G-2 and G-3. Such Acknowledgments shall be executed by each such employee and non-employee, including sub-contractors on or immediately after the commencement date of this Contract but in no event later than the date such employee first performs services under this Contract.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Financial Summary, maximum contract amount, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Director or his designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Director.
- 8.1.3 The Director or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Director.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its organization unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible,

at County's sole discretion, against the claims, which the contractor may have against the County.

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

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

8.3 Authorization Warranty

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

8.4 Intentionally Omitted

8.5 Complaints

8.5.1 If the contractor does not have existing complaints procedures in place in accordance with Medi-Cal regulations then the contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within 30 business days after the Contract effective date, the contractor shall provide the County with the

contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within 30 business days for County approval.

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

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Contract Monitoring Manager of the status of the investigation within 10 business days of receiving the complaint.

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

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

8.6 Compliance with Applicable Law

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such federal, State, or local laws, rules, regulations, ordinances, ADA standards,

directives, guidelines, manuals, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor unless objected to by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 8.6.3 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, ADA standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.4 Contractor shall be governed by and comply with all contractual obligations of the DHCS' Mental Health Plan Contract with the County.
- 8.6.5 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.
- 8.6.6 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.
- 8.6.7 Licenses, Permits, Registrations, and Certificates

8.6.7.1 Contractor shall obtain and maintain in effect during the term of this Contract, 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 Contract. 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 Contract 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 Contract and during the applicable period of records retention.

8.6.7.2 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.

8.6.7.3 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 Contract.

8.6.8 Unlawful Solicitation

8.6.8.1 Contractor shall require all of its employees to acknowledge, in writing, understanding of an contract 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. Where applicable, Contractor shall utilize the attorney referral services of all those bar associations within the County of Los Angeles that have such a service.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which

is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five (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 paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means 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 the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the contract.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review

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

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

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer’s or employee’s regular State employment. The contractor shall submit documentation to the County of employees (current and former State employees) who may present a conflict of interest.

8.9.3 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 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 Contract, except to the extent applicable State and/or federal laws are inconsistent with the terms of the Ordinance.

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one (1) 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.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one (1) 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.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 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 Exhibit I, 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.

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and 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 Exhibit M and those reflected in County and/or program Service Exhibits/SOWs 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).

Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract 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 the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.15.1 Contractor shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 1100.1, 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 Contract.

8.15.2 The Contractor's Quality Management Program shall be consistent with Department's Quality Improvement Program Policy No. 1100.1 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. 1100.1.

8.15.3 The Contractor's Quality Management Program shall be consistent with the Department's Cultural Competency Plan. Contractor shall ensure that 100% of Contractor's staff, including clerical/support, administrative/management, clinical, subcontractors, and independent contractors receive **annual** cultural competence training.

Contractor shall monitor, track, document (e.g., training bulletins/flyers, sign-in sheets specifying name and function

of staff, and/or individual certificates of completion, etc.) and make available upon request by the federal, State and/or County government the annual cultural competence training provided to Contractor's staff, including clerical, administrative/ management, clinical, subcontractors, and independent contractors.

Contractor shall complete and submit an attestation of annual cultural competence training completed by 100% of staff to the Ethnic Services Manager (psbcc@dmh.lacounty.gov) by March 23rd of every Calendar Year.

Additionally, per the Federal Managed Care Network Adequacy Final Rule requirements, 100% of direct service practitioners (psychotherapists, psychiatrists, case managers, etc.) must complete cultural competence training within the past 12 months to meet annual reporting requirements. This information needs to be entered and updated quarterly into the application (<https://lacdmhnact.dynamics365portals.us/>) based on each practitioner specifying the hours of cultural competence training completed. This information is due quarterly on the following dates of every Calendar Year:

- July 1
- October 1
- January 1
- April 1

8.15.4 The Contractor's Quality Management Program shall be consistent with the Department's Quality Assurance requirements for Contract Providers as outlined in Policy 401.03.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor performing in-kind services as referenced in Exhibit A, FINANCIAL PROVISIONS, Section T. PAYMENTS BY CONTRACTOR TO COUNTY. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

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

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify,

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

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 paragraph as "force majeure events").
- 8.20.2 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 the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California and with all laws, regulations, and contractual obligations of County under its contract with the State. The contractor agrees and consents to the exclusive jurisdiction of the

courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

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

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The 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 work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

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

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

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy

deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 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.

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

County of Los Angeles – Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont, 5th Floor, Room 500
Los Angeles, CA 90020
Attention: Division Manager

8.24.2.6 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 **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.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any

County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

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

8.24.9 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.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not

less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 **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.

8.24.13 **Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

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

8.24.15 **County Review and Approval of Insurance Requirements**

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

8.25 **Insurance Coverage**

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$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.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 **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.

8.25.4.2 **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$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 Contract's expiration, termination or cancellation.

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 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.

8.26 Intentionally Omitted

8.27 Intentionally Omitted

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age (over 40), marital status, 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 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 Contract 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 contract.

- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age (over 40), marital status, 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 in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, 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.).
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, marital status, 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. Further, Contractor shall give written notice of its obligations under this Paragraph 8.28

to labor organizations with which it has a collective bargaining or other contract.

- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 8.28.9 Contractor shall include the provisions of this Paragraph 8.28 in every subcontract or purchase order unless otherwise expressly exempted.

8.29 Non Exclusivity

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

8.30 Notice of Delays

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County's Contract Lead Manager and/or County's Monitoring Manager any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Lead Manager or County's Monitoring Manager is not able to resolve the dispute, the Director or his designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The 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 No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 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 Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Contractor's headquarters addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or his designee shall have the authority to execute all notices or demands required or permitted by the County under this Contract. Including but not limited to:

Administrative Amendments: Modifications to this Contract may be accomplished using an administrative amendment process for the following purposes:

1. Change of Contractor's name.
2. Change of Contractor's headquarters' address.
3. Change, revision, addition, or deletion of Provider site address.
4. Change, revision, addition, or deletion of Provider site number.
5. Change, revision, addition, or deletion of Provider site name.
6. Change, revision, addition, or deletion of services previously approved within the Legal Entity for an existing or new Provider site.
7. Technical corrections.
8. Shifting of funds between currently contracted Funded Programs so long as such shifting will not cause Contractor to increase its Maximum Contract Amount.

8.34.2 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.

8.35 Intentionally Omitted

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of 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.
- 8.36.2 County shall notify Contractor upon receipt of a request for such marked documents.
- 8.36.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

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

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Monitoring Manager. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records, employment records and other records relating to its performance of this Contract. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the Department of Mental Health Contracts Development and Administration Division within 30 days of the contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 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 Contract 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 Contract and during the applicable period of records retention. In addition to the general requirements in this Paragraph 8.38, Contractor shall comply with any additional patient/client record requirements described in the Service Exhibit(s)/Statement of Work(s) and shall adequately document the delivery of all services described in the Service Exhibit(s)/Statement of Work(s).

8.38.3.1 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, and 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:

8.38.3.1.1 Ten (10) years following discharge of the patient/client or termination of services.

8.38.3.1.2 For minors, one (1) year after the minor reaches the age of 18, but not less than ten (10) years and/or from the final date of the contract period between DMH and Contractor, the date of completion of any audit, or the date the service was rendered, whichever is later.

- 8.38.3.1.3 Ten (10) years after completion of all County, State and/or federal audits.
- 8.38.3.1.4 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.
- 8.38.3.1.5 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.

8.38.3.2 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 for a minimum period that is at least equivalent to the later of any of the following:

- 8.38.3.2.1 Ten (10) years following the expiration or earlier termination of this Contract.
- 8.38.3.2.2 Ten (10) years after completion of all County, State and/or federal audits.
- 8.38.3.2.3 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.
- 8.38.3.2.4 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.

8.38.4 Financial Records: The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract 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:

8.38.4.1 Books of original entry and a general ledger.

8.38.4.2 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.

8.38.4.3 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.

8.38.4.4 A listing of all County remittances received.

8.38.4.5 Patient/client financial folders clearly documenting:

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

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

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

(b) Employment records.

8.38.4.6 The entries in all 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 for a minimum period that is at least equivalent to the later of any of the following:

8.38.4.6.1 Ten (10) years following the expiration or earlier termination of this Contract;

8.38.4.6.2 Ten (10) years after completion of all County, State and/or federal audits; or

8.38.4.6.3 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

8.38.4.6.4 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.

8.38.5 Preservation of Records: If, following termination of this Contract, 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 8.38.

8.38.6 Audits:

8.38.6.1 Contractor shall provide County and its authorized representative's 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 Contract.

8.38.6.2 County may, in its sole discretion, perform periodic fiscal and/or program review(s) of Contractor's records that relate to this Contract. 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.

8.38.6.3 Audit Reports: In the event that any audit of any or all aspects of this Contract 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 Contract. Contractor shall promptly notify County of any request for access to information related to this Contract by any other governmental agency.

8.38.6.4 California Department of Health Care Services (DHCS) Access to Records: Contractor agrees that for a period of ten (10) years following the furnishing of services under this Contract; three (3) years after final audit is completed including appeals, or ten (10) 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 3.10 and in this Paragraph 8.38.

8.38.6.5 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 ten (10) years following the furnishing of services under this Contract, three (3) years after final audit is completed including appeals, or ten (10) years after termination of this Contract; 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 3.10 and in this Paragraph 8.38.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

8.40.2.1 The reasons for the particular subcontract.

8.40.2.2 A detailed description of the services to be performed by the subcontractor;

8.40.2.3 Identification of the proposed subcontractor.

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

8.40.2.5 A draft copy of the proposed subcontract which shall include the following provisions:

“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 service and outcomes”.

8.40.2.6 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 ten (10) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later."

8.40.2.7 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 ten (10) years from the end of the fiscal year in which such services were provided or until final resolution of any audits, whichever occurs later.

8.40.2.8 Other pertinent information and/or certifications requested by the County.

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

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including

those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

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

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

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue

debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated by the County or Contractor at any time without cause by giving at least 30 calendar days prior written notice to the other party.

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

8.42.2.1 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.

8.42.2.2 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 Contract 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 Contract, 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 Contract nor reimbursable in any way under this Contract; and

8.42.2.3 If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 9.16 (Purchases), the same shall be immediately returned to County.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in

accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or

negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to

the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

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

- 8.45.1.1 Insolvency of the contractor. The 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 the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

- 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

- 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

- 8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

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

8.49 Time Off for Voting

8.49.1 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 ten (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.

8.50 Validity

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

8.51 Waiver

- 8.51.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 Warranty Against Contingent Fees

- 8.52.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
- 8.52.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.53 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.53.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

9 UNIQUE TERMS AND CONDITIONS

9.1 Third Party Beneficiaries

9.1.1 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.2.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor understands and agrees that, as a provider of mental health services, it is a “*Covered Entity*” under HIPAA and HITECH 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 its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA and HITECH.

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

9.2.3 Contractor and County understand and agree that each is independently responsible for HIPAA and HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA and HITECH laws and implementing regulations related to transactions and code sets, privacy, and security.

- 9.2.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA and HITECH, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.
- 9.2.5 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) Contract forms available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and [http://lacdmh.lacounty.gov/hipaa/IBHIS EDI homepage.htm](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm) which includes information about the applicable HIPAA transactions that can be processed in the Integrated Behavioral Health Information System (IBHIS).

Contractor acknowledges that County is using the 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.

- (3) 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 contract 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.
- (4) 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 contract 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.
- (5) 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.
- (6) County has Trading Partner Agent Authorization Contracts available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm which includes the Contractor's authorization to its Agent(s) to submit HIPAA-compliant transactions on

behalf of Contractor to the IBHIS.

- (7) Contractor shall process all electronic responses supplied by County (i.e. TA1 acknowledgements, 999, 277CA, and 835 messages) in a timely fashion so as to derive claim and reimbursement status from said messages.
- (8) Contractor agrees to exchange data with County timely so that LA County clients are able to receive timely care/services. Contractor agrees not to delay data exchange such that Client services and/or care are negatively impacted.

9.2.6 Contractor understands that County operates an informational website <http://dmh.lacounty.gov/wps/portal/dmh> related to the services under this Contract and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

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

9.2.8 Contractor further understands and agrees that the terms and conditions of the current IBHIS Trading Partner Contract (TPA) available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and http://lacdmh.lacounty.gov/hipaa/IBHIS EDI_homepage.htm respectively, shall apply to this Contract and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

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

9.2.10 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.

9.3 Contractor Protection of Electronic County Information

- 9.3.1 The Board has recognized that the County 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 Policy 5.200 “Contractor Protection of Electronic County Information” for specific details on this policy reference the following link: https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRELCOIN was adopted to protect personal information (PI); protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County Contractors. Contractor agrees that it will comply with County Policy 5.200, as it now exist or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.
- 9.3.2 Contractor shall comply with the encryption standards set forth in Exhibit Q, Protection of Electronic County PI, PHI and MI (Data Encryption) and submit Required Forms Exhibit R, LACDMH Contractor’s Compliance with Encryption Requirements. 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.
- 9.3.3 Contractor shall comply with the Information Security Requirements set for in Exhibit T, Information Security and Privacy Requirements.
- 9.3.4 Contractor shall complete and submit to DMH the Confidentiality Oath (Non-LAC-DMH Workforce Members), Exhibit U to this Contract.

9.3.5 Contractor shall sign, submit to DMH and comply with County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources, Exhibit S to this Contract.

9.4 Technology Requirements

9.4.1 Contractor shall acquire, manage, and maintain Contractor's own information technology, infrastructure, platforms, systems and/or services in order to meet all requirements specified by County for interoperability (as stated in section 9.2.5).

9.4.2 Contractor shall ensure that each individual using electronic methods to sign electronic health records in the performance of work specified under this Contract completes an Electronic Signature Agreement annually. The Electronic Signature Agreement shall be substantially similar to the sample available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html.

9.4.2.1 Contractor shall maintain a copy of each Electronic Signature Contract and make them available for inspection by County upon request.

9.4.2.2 Contractor shall submit to County a Legal Entity Electronic Signature Certification to certify compliance with this provision of this Contract. Contractors who implement electronic methods to sign electronic health records subsequent to the execution of this Contract shall submit to County a Legal Entity Electronic Signature Certification immediately upon implementation. The Legal Entity Electronic Signature Certification to be used by Contractor is found at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html. Nothing in this requirement is intended to imply that Contractor qualifies as a Legal Entity, as that term is generally understood by Department.

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions

Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88>
Rev.%201

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 20 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information containing PHI and PII were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

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

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any 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 and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4 If Contractor has obtained County certification as a SE 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, Contractor 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) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.9.4 If Contractor has obtained certification as a DVBE 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, Contractor 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) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, 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 and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

- 9.10 Air or Water Pollution Requirements:** Unless specifically exempted under federal law, any federally funded Legal Entity Contract and/or any subcontracts in excess of \$100,000 must comply with the following provisions:

- 9.10.1 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).
- 9.10.2 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.

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

- 9.11.1 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.
- 9.11.2 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.

- 9.11.3 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.
- 9.11.4 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.
- 9.11.5 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 Exhibit K (Attestation Regarding Federally Funded Program) as part of its obligation under this Paragraph 9.11.
- 9.11.6 Contractor shall also comply with DMH Policy 106.04 (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.

9.11.7 Failure by Contractor to meet the requirements of this Paragraph 9.11 shall constitute a material breach of Contract upon which County may immediately terminate or suspend this Contract.

9.12 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

9.12.1 In addition to Paragraph 8.12 (Contractor Responsibility and Debarment) 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 Contract, 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 Contract, 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 Contract, 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 Contract upon which the County may immediately terminate or suspend this Contract.

9.13 Restrictions On Lobbying

9.13.1 If any federal funds are to be used to pay for any of Contractor's services under this Contract, 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 Contract also fully complies with all such certification and disclosure requirements.

9.14 Disclosures

9.14.1 Disclosure of 5% or More Ownership Interest: Pursuant to Code of Federal Regulations (CFR) Paragraph 455.104, Contractor shall submit the disclosures below to County regarding ownership and control. Contractor shall provide the certification set forth in Exhibit P (Ownership/Controlling Interest Disclosure) as part of its obligation under this Paragraph 9.14. Contractor must submit updated disclosures (Exhibit P) to County before entering into contract, and within 35 days after any change in the Contractor's ownership or upon request by the County. Contractor shall send all the disclosures to those persons and addresses which are set forth in Paragraph 8.34 (NOTICES).

- (a) Disclosures to be provided:
- i. The name and address of any person (individual or corporation) with an ownership of control interest in the Contractor's business. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 - ii. Date of birth and Social Security Number (in the case of an individual);
 - iii. Other tax identification number (in the case of corporation with a 5% or more ownership or control interest in Contractors' business);
 - iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's business is related to another person with ownership or control in the Contractor's business such as a spouse, parent, child, or sibling;

- v. The name of any other disclosing entity in which the Contractor has an ownership or control interest; and
- vi. The name, address, date of birth, and Social Security Number of any managing employee of the Contractor.

9.14.2 Disclosures Related to Business Transactions: Contractor must submit disclosures and updated disclosures to County including information regarding certain business transactions within 35 days, upon request:

- (a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
- (b) Any significant business transactions between the Contractor and any subcontractor during the 5-year period ending on the date of the request.

9.14.3 Disclosure Related to Persons Convicted of Crimes: Contractor shall submit the following disclosures to County regarding the Contractor's management:

- (a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs (42 CFR Paragraph 455.106(a)(1), (2).)
- (b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs (42 CFR Paragraph 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 CFR Paragraph 455.101.
- (c) The Contractor shall supply the disclosures before entering into the contract and at any time upon County's request.
- (d) Contractor's subcontractors, if any, shall submit the same disclosures to the Contractor regarding the subcontractors' owners, persons with controlling

interest, agents, and managing employees' criminal convictions. Subcontractors shall supply the disclosures before entering into a contract and at any time upon County's request.

9.15 Certification Of Drug-Free Work Place

9.15.1 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.

9.16 Purchases

9.16.1 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.

9.16.2 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 Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the expiration or termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, 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.

9.16.3 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 Contract, 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 Contract, Contractor shall submit to County six copies of the same inventory report updated to the expiration or termination date of the Contract, 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.

9.16.4 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.

9.16.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or termination of this Contract, 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.

9.17 Community Disaster Response and Recovery Services

9.17.1. DMH Disaster Response Assistance:

In the event of a major disaster impacting Los Angeles County, County may request clinical or other Legal Entity Provider agency staff to assist with the County DMH disaster mental health and recovery response efforts. Legal Entity Provider staff would be formally requested and deployed in coordination with County DMH to provide disaster mental health services in disaster recovery sites such as shelters, government Disaster Recovery Centers, Family Assistance Centers (FAC), etc. In addition, Legal Entity Provider staff will be sworn in by County as Disaster Service Workers (DSW) under the California Disaster Services Volunteer Program (California Government Code 3100-3109). County will provide any training/orientation needed for Legal Entity Provider staff as appropriate to the disaster response

requested. Participation in DMH Disaster Response Assistance requests is optional. Additional funding for these services will be provided by County as an amendment to the existing contract at time of the disaster assistance request. Contractor will be required to submit documentation within the required time frame established by County at the time of the disaster response request to document services provided as a condition of approval by County for cost reimbursement.

9.17.2 FEMA Crisis Counseling Assistance and Training Program Grant (CCP) (42, U.S.C. § 5183):

Pursuant to Title 42, United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the Federal Emergency Management Agency (FEMA) or the federal Substance Abuse and Mental Health Services Administration (SAMHSA) may award the State of California funding for the Crisis Counseling Assistance and Training Program (CCP). The State of California may award CCP funding to Counties in California that have been impacted by a major disaster, including Los Angeles County. Funding may be awarded to County after a disaster when residents of the county require mental health services and because of the severity and magnitude of the disaster, state and county resources are insufficient to provide those services. (44 C.F.R. § 206.171(f), (g)(1)(i)) People residing in or located in a major disaster area at the time of the disaster or its aftermath who have a mental health problem that was caused or aggravated by the disaster or its aftermath are eligible to receive CCP services. ((44 C.F.R. § 206.171(f), (h) and 42 C.F.R. § 38.3(c)) The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process.

The CCP is comprised of three funding terms:

- 1) Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
- 2) Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
- 3) Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.

County may request assistance with providing CCP services from a Legal Entity Provider agency(s) in the communities impacted by the disasters. Participation in the CCP is optional. Additional funding from the CCP grant for these services will be provided by County as an amendment budget and CCP scope of work to the existing contract. A Legal Entity Provider(s) who agree to provide CCP grant services on behalf of County shall comply with all applicable County, federal and state CCP requirements to document services provided. Requirements including special and standard program conditions or terms are specified in the supplemental grant information, and the federal Health and Human Services Grants Policy Statement, 44 Code of Federal Regulations Section 206.171, 42 Code of Federal Regulations Part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.

The CCP is a federal award within the meaning of Title 2, Code of Federal Regulations, Part 200. This contract is a subaward to County. County will remain the CCP program manager. Legal Entity Provider agency(s) who agree to provide services under the CCP program on behalf of County will be a subrecipient of CCP grant funding and subject to all applicable requirements in Title 2, Code of Federal Regulations, Part 200 and Title 45, Code of Federal Regulations, Part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2, Code of

Federal Regulations Part 200, Subpart F or Title 45, Code of Federal Regulations, Part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to state and Federal oversight, including on-sight program performance reviews and federal audits. (44 C.F.R. § 206.171 (k) and 42 C.F.R. § 38.9)

For your reference, FEMA Crisis Counseling Assistance and Training Program Guidance (FEMA secondary guidance), is accessible at the following link:
<https://www.samhsa.gov/dtac/ccp-toolkit>.

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IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of Mental Health or his designee thereof, the day and year first above written.

COUNTY OF LOS ANGELES

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

Los Angeles Unified School District
CONTRACTOR

By _____
Name Pia Escudero
Title Director of School Mental Health
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

**FINANCIAL EXHIBIT A
(FINANCIAL PROVISIONS)**

FINANCIAL EXHIBIT A
(FINANCIAL PROVISIONS)

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EXHIBIT

- EXHIBIT A-1: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
CONTRACTOR CLAIMS CERTIFICATION FOR TITLE XIX SHORT-
DOYLE MEDI-CAL AND TITLE XXI MEDICAID CHILDREN'S HEALTH
INSURANCE PROGRAM REIMBURSEMENTS

- EXHIBIT A-2: 1982 A: SHORT DOYLE/MEDI-CAL MONTHLY CLAIMS FOR
REIMBURSEMENT TREATMENT COST

- EXHIBIT A-3: LOS ANGELES UNIFIFED SCHOOL DISTRICT CERTIFICATION

FINANCIAL EXHIBIT A
FINANCIAL PROVISIONS

A. GENERAL

- (1) The County shall pay Contractor in arrears for eligible services provided under this DMH Legal Entity Contract and in accordance with the terms of this Financial Exhibit A up to the amounts identified for each Funded Program as shown in the Financial Summary and as otherwise may be limited under this DMH Legal Entity Contract and the exhibits thereto, including but not limited to this Financial Exhibit A and the Financial Summary.
 - (a) For the purposes of the Contract, a “Funded Program” is a set of services and/or activities (including invoiced services and activities) paid through a particular funding source for the benefit of a specific beneficiary or program (e.g., Medi-Cal or Non-Medi-Cal) as identified on a row of the Financial Summary.
 - (b) For the purposes of the Contract, the “Funded Program Amount” is the amount identified in the last column of the Financial Summary for each Funded Program.
 - (i) The parties acknowledge and agree that the Federal/State Revenue Funded Program amount for services to Medi-Cal beneficiaries reflects the amount for which Contractor provides the non-federal share of the payment through a certified expenditure. Contractor shall only be obligated to provide the non-federal share for any service after County funding for the DMH (Medi-Cal) Funded Program Amount for the particular service type has been fully expended.
 - (c) For the purposes of this Contract, “Non-Medi-Cal” includes all of the following: Persons with no known outside payer source, persons for whom eligibility for benefits under the State’s Medi-Cal programs is being determined or established, and persons whose eligibility for the Medi-Cal programs was unknown at the time that services were rendered.
 - (d) The Contractor understands and agrees that the Medi-Cal Funded Program Amount(s) in the Financial Summary is provided based on Contractor’s ability to provide specific services and/or serve specific populations, which may include but is not limited to, Medi-Cal beneficiaries eligible under Early and Periodic, Screening, Diagnosis, and Treatment (EPSDT) Program; Title XXI Medicaid Children’s Health Insurance Program (MCHIP); existing Title XIX Short-

Doyle/Medi-Cal Program for low-income individuals who are age 65 or older, blind, disabled, or members of families with dependent children or qualified pregnant women or children; and, Medicaid (Medi-Cal in California) Coverage Expansion under the Affordable Care Act, as set forth in the Negotiation Package. Therefore, Contractor shall ensure access and provision of a full array of Specialty Mental Health Services to all eligible beneficiaries based on client needs, as set forth in the Negotiation Package under this Contract.

- (2) The Contractor shall comply with all requirements necessary for reimbursement as established by federal, State and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives.
- (3) In order to reduce County costs, the Contractor shall comply with all applicable provisions of the Welfare and Institutions Code (WIC) and/or California Code of Regulations (CCR) related to reimbursement by non-County and non-State sources, including, but not limited to, collecting reimbursement for services from clients (which shall be the same as patient fees established pursuant to WIC Section 5710) and from private or public third-party payers. In addition, Contractor shall ensure that, to the extent a recipient of services under this Contract is eligible for coverage under Medi-Cal or Medicare or any other federal or State funded program (an eligible beneficiary), services provided to such eligible beneficiary are billed appropriately.
 - (a) Contractor shall be responsible for delivering services to the extent that funding is allocated by County. To the extent that Contractor does not have funds allocated in this Contract for a Funded Program that pays for services to a particular eligible beneficiary, Contractor shall, at the first opportunity, refer said eligible beneficiary to another Contractor or County facility that, to the extent feasible, is within the same geographic area and has funds allocated for the needed service(s).
 - (b) To the extent that the County determines Contractor has improperly billed for services to a particular Funded Program, County in its discretion may disallow payment of said services and/or may make corrective accounting entries to post the payment of the said services to the appropriate Funded Program and/or require Contractor to void said claimed services and replace/resubmit said services for payment from the correct Funded Program, if applicable.
- (4) The Countywide Maximum Allowances (CMA) are in effect during the Initial Period, the First Automatic Extension Period, and the Second Automatic Extension Period, or any part thereof, and shall be applicable to this Contract as of the date executed by DMH.

B. LIMITATIONS ON MAXIMUM REIMBURSEMENT

- (1) The total maximum reimbursement that will be paid by County to Contractor under this Contract, including Cash Flow Advances (CFA) if applicable, shall be, in no event more than, the Maximum Contract Amount (MCA) for the Initial Period, First Automatic Extension Period, and the Second Automatic Extension Period, respectively, of this Contract.
 - (a) In addition to the general limitation of Paragraph B (1) of this Financial Exhibit A, in no event shall the maximum reimbursement that will be paid by County to Contractor under this Contract for any Funded Program be more than the amount identified as the Funded Program Amount for each Funded Program, as stated on the Financial Summary for the Initial Period, First Automatic Extension Period and the Second Automatic Extension Period, as applicable.
- (2) Contractor shall immediately provide written notice to the County when, based on the Contractor's own internal records, it has billed for services/activities under this Contract in an amount equal to seventy-five (75) percent of the total MCA or seventy-five (75) percent of the Funded Program Amount(s) during the Initial Period, First Automatic Extension Period or the Second Automatic Extension Period of this Contract.
 - (a) Contractor shall send such notice to those persons and addresses which are set forth in the DMH Legal Entity Contract, Paragraph 8.34 (NOTICES).
 - (b) Failure of Contractor to comply with Subparagraph (2) of this Paragraph B (LIMITATIONS ON MAXIMUM REIMBURSEMENT) will be considered a breach of this Contract.
- (3) Except as otherwise provided in this Contract, the total MCA and/or the Funded Program Amount(s) for any of the periods specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs C (REIMBURSEMENT FOR INITIAL PERIOD) and D (REIMBURSEMENT IF CONTRACT IS EXTENDED) may not be increased or decreased without a properly executed amendment to this Contract. The Parties acknowledge that the actual number of individuals seeking care from Contractor who are eligible under a particular Funded Program may differ from the estimated number upon which the Funded Program Amounts were based and that it may be appropriate to increase Contractor's responsibility to provide services to certain eligible individuals while decreasing its responsibilities to provide services to other eligible individuals. Any such modification in Contractor's responsibilities, along with commensurate changes in the appropriate Funded Program Amounts, may be accomplished through a formal amendment or administrative amendment for shifting of funds, completed in advance of the provision of services and as outlined in the DMH Policy, *Shifting Guidelines*

for the Legal Entity Agreement. In case of an administrative amendment, such administrative amendment may be executed by 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 amendment effective.

C. REIMBURSEMENT FOR INITIAL PERIOD

- (1) The MCA for the Initial Period of this Contract as described in Paragraph 4 (TERM) of the Legal Entity Contract shall not exceed SEVEN MILLION TWO HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED TWELVE DOLLARS (**\$7,228,612**) and shall consist of Funded Programs as shown on the Financial Summary.

D. REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED

- (1) Reimbursement For First Automatic Renewal Period: The MCA for the First Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM) of the DMH Legal Entity Contract shall not exceed SEVEN MILLION TWO HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED TWELVE DOLLARS (**\$7,228,612**) and shall consist of Funded Programs as shown on the Financial Summary.
- (2) Reimbursement For Second Automatic Renewal Period: The MCA for the Second Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM) of the DMH Legal Entity Contract shall not exceed SEVEN MILLION TWO HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED TWELVE DOLLARS (**\$7,228,612**) and shall consist of Funded Programs as shown on the Financial Summary.

E. REIMBURSEMENT BASIS

- (1) Reimbursement Rates for Mental Health Services: For mental health services claimed and billed through the County's claims processing information system, and except as further limited elsewhere in this Contract, Contractor will utilize provisional rates based on a Cost Reimbursement methodology under this Contract, except as may be provided under Subparagraph (4) of this Paragraph E (REIMBURSEMENT BASIS) of this Financial Exhibit A.
 - (a) Contractor shall calculate its requested provisional rates in accordance with the terms and limitations set forth in DMH Policy, *Provisional Rate Setting*.

- (b) Requested provisional rates for services provided under this Contract shall be uniform, unless otherwise agreed to by County and Contractor, and will apply to all similar services regardless of Funded Program.
 - (c) Notwithstanding any other provision of this Contract, in no event may Contractor request a provisional rate that exceeds the CMA or request a provisional rate that exceeds Contractor's published charge(s) to the general public except if the Contractor is a Nominal Charge Provider.
 - (d) All provisional rates are subject to prior review and approval of the County consistent with the DMH Policy, *Provisional Rate Setting*.
- (2) Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902(e) of the WIC, Institutions for Mental Diseases (IMD), which are licensed as level B nursing facilities (SNF) by the State Department of Health Care Services (SDHCS), are reimbursed for basic services at the rate(s) established by SDHCS for Medi-Cal services provided by level B nursing facilities, in addition to the Medi-Cal rate established by SDHCS for a Special Treatment Plan (STP). Accordingly, the IMD reimbursement rate will consist of a basic SNF rate and a STP rate; and for some IMD programs a rate for specialized programming and/or provision of more intensive mental health services provided to clients at County's request, if applicable; or a Mental Health Rehabilitation Center (MHRC) rate established by the County for basic services and, if applicable, specialized programming and/or provision of more intensive mental health services provided to clients at County's request.
- (3) Reimbursement for Medi-Cal Administrative Activities (MAA): Reimbursement for MAA shall be based on the direct and indirect costs of the actual time spent performing MAA services using State's latest MAA claim template
- (4) Reimbursement of Other Costs and Direct Charges: Certain Funded Programs may provide for and allow Contractor to submit requests for reimbursement to the County for specific expenses that cannot be claimed through the County's claims processing information system. These expenses shall be referred to as a "Direct Charge." Such reimbursement shall be based on actual costs plus an administrative fee, if applicable, expressed as a percentage of actual costs, which shall be reviewed and approved in advance by the County.
- (5) Unique Funded Program: To the extent that Contractor's Contract includes a Funded Program which has billing and payment requirements that are not consistent with the provisions of this Paragraph E (REIMBURSEMENT BASIS), the special billing and payment requirements shall be set forth in an amendment or other written form of addenda to this Financial Exhibit A memorializing the specific billing and payment requirement which shall be signed by Contractor and Director.

F. BILLING PROCEDURES

- (1) If Title XIX Short-Doyle/Medi-Cal services, and/or MAA, and/or Title XXI MCHIP services are provided under this Contract, Contractor authorizes County to serve as the Mental Health Plan for State claiming and reimbursement and to act on Contractor's behalf with SDHCS in regard to claiming.
- (2) Claims Certification and Program Integrity:
 - (a) Contractor hereby certifies that all units of service entered by Contractor into the County's claims processing information system and/or the MAA data base system and/or claims for actual costs submitted as Direct Charges to County for any Funded Program covered by this Contract are true and accurate to the best of Contractor's knowledge.
 - (b) Contractor shall annually provide the additional certification set forth in the "Contractor Claims Certification for Title XIX Short-Doyle/Medi-Cal and Title XXI Medicaid Children's Health Insurance Program Reimbursements" (Exhibit A-1 to this Exhibit A) related to the Contractor's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX Short-Doyle/Medi-Cal and/or MAA and/or Title XXI MCHIP claims.

Further, with each claim file that includes services for which Contractor provides the non-federal share of the payment amount, Contractor shall certify, using the form "Short Doyle/Medi-Cal Monthly Claim for Reimbursement-Treatment Cost" (Exhibit A-2 to this Attachment II) that it has expended eligible funds as specified in 42 C.F.R. § 433.51 in an amount at least equal to the amount claimed.
- (3) Mental Health Services: Claims for all mental health services, including services funded by Title XIX Short-Doyle/Medi-Cal and Title XXI MCHIP, shall be entered into the County's claims processing information system within 30 calendar days of the end of the month in which services are delivered, except as otherwise provided in this Paragraph F (BILLING PROCEDURES).
 - (a) Contractor must submit claims within 30 calendar days as specified above unless there is a reasonable justification in which case Contractor must submit (i) an initial or original (non-replacement) claim, including claims for services under Title XIX Short-Doyle/Medi-Cal or under Title XXI MCHIP, within six (6) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; and (ii) a replacement claim

for services under Title XIX Short-Doyle/Medi-Cal or under Title XXI MCHIP within nine (9) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source.

- (b) Notwithstanding Subparagraph (3) (a) of this Paragraph (F) (BILLING PROCEDURES), good cause justification for late claim submission is governed by applicable federal and State laws and regulations and is subject to approval by the State and/or County.
- (c) In addition to all other limitations provided in this Paragraph F (BILLING PROCEDURES), claims for all services provided through June 30th of a given fiscal year under Categorically Funded Programs as set forth in the Financial Summary shall be entered into the County's claims processing information system no later than July 15th of the subsequent fiscal year.
- (d) In the event the State or federal government or any funding source denies any or all claims submitted by County on behalf of Contractor, County will not be responsible for any payment obligation and, accordingly, Contractor shall not seek or retain payment from County and shall indemnify and hold harmless County from any and all liabilities for payment of any or all denied claims, including those denied claims that were submitted outside the period of time specified in Subparagraphs (3) (a), (b) and (c) of this Paragraph F (BILLING PROCEDURES), except any claims which are denied due to the fault of the County. Any controversy or dispute arising from such State or federal denied claims shall be handled by Contractor in accordance with the applicable State and/or federal administrative appeal process.
- (e) Contractor shall, as soon as practicable, notify County of any delay in meeting the timeframe for submitting claims specified in Subparagraph (3) of this Paragraph F (BILLING PROCEDURES) in the event Contractor is not able to make timely data entry into the County's claims processing information system due to no fault on the part of Contractor. Such Contractor notification should be immediate upon Contractor's recognition of the delay and must include a specific description of the problem that the Contractor is having with the County's claims processing information system. Notification shall be pursuant to the DMH Legal Entity Contract, Paragraph 8.34 (NOTICES), and such notification shall also be made by Contractor to the DMH Chief Information Office Bureau's (CIOB) Help Desk.
- (f) The County will notify Contractor in writing as soon as practicable of any County issue(s) which will prevent the entry by Contractor of claiming information into the County's claims processing information system, and County will waive the requirement of Subparagraph (3) of

this Paragraph F (BILLING PROCEDURES) in the event of any such County issue(s). Once County has notified Contractor that its issues are resolved, Contractor shall enter billing information into the County's claims processing information system within 30 calendar days of County's notice unless otherwise agreed to by County and Contractor.

To the extent that issues identified pursuant to Subparagraph (3) (f) of this Paragraph F (BILLING PROCEDURES) requires that Contractor modify its procedures for entering claims into the County's claims processing information system, Contractor shall consult with County regarding a reasonable time required to implement such modifications and, upon approval by County, the 30 calendar days required by Subparagraph (3) (f) of this Paragraph F (BILLING PROCEDURES) shall be extended by the amount of time required to implement such modifications.

- (g) County may modify the County's claims processing information system at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County shall notify Contractor in writing of any such modification and the reason, if known, for the modification and the planned implementation date of the modification. To the extent that such modifications create a delay in Contractor submitting claims into the County's claims processing information system for a period of time, the timelines under this Paragraph F (BILLING PROCEDURES) shall be extended by the number of calendar days reasonably based on the time the system is inactive.
- (4) Institutions for Mental Diseases (IMD): If Contractor is an IMD, Contractor shall, no later than the 15th of each month following the service month, submit an invoice to the County for patient days approved in writing by the County . Said invoice shall be in a form as specified by the County, and will include an itemized accounting of all charges for each patient day. Invoices shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).
- (5) Medi-Cal Administrative Activities (MAA): To the extent that MAA is identified as a Funded Program in the Financial Summary, Contractor shall submit claims for reimbursement for MAA by entering the eligible MAA services provided and the actual time incurred rendering the MAA services into the County's MAA data base system within 30 calendar days of rendering the MAA services.
 - (a) County may modify the County's MAA in the claims processing information system, at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County shall notify Contractor in writing

prior to implementing any such modification and the reason, if known, for the modification and the planned implementation date of the modification.

- (6) Direct Charges: Contractor shall submit invoices for Direct Charges within 60 calendar days of the end of the month in which the eligible expense was incurred. Contractor shall assign a unique invoice number to each invoice. Such invoice shall be in the form and include the content specified by County for each Funded Program. Invoices shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS) of this Financial Exhibit A or in case of the Funded Program set up for an electronic submission of invoices (e.g., Wraparound Invoice), invoices shall be submitted to the appropriate electronic tracking system. Failure to comply with the terms specified in Subparagraph (6) of this Paragraph F (BILLING PROCEDURES) may result in non-payment of said invoice.
 - (a) In addition to all other limitations provided in this Paragraph F (BILLING PROCEDURES), Direct Charges for all services provided through June 30th of a given fiscal year under Categorically Funded Programs as set forth in the Financial Summary shall be submitted to the persons and at the addresses identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS) no later than July 15th of the subsequent fiscal year or in case of the Funded Program set up for an electronic submission of invoices (e.g., Wraparound Invoice), invoices shall be submitted to the appropriate electronic tracking system no later than July 15th of the subsequent fiscal year.

G. COUNTY PAYMENT FOR SERVICES RENDERED

- (1) General: For those services rendered under Funded Programs for which the County provides some or all of the payment using County funds, County agrees to reimburse Contractor for services rendered under Funded Programs during the term of this Contract based on the provisional rates approved in writing by the County for the Initial Period, First Automatic Extension Period and Second Automatic Extension Period, as applicable, subject to all of the rules, regulations and policies established by the County, State and/or federal governments regarding payment and reimbursement of services, and in accordance with the terms of this Contract.
- (2) County Payments: After Director's review and approval of the billing (i.e., claim or invoice), County shall provisionally pay Contractor in accordance with the following:
 - (a) County shall make good faith efforts to make payments for services billed through the County's claims processing information system as soon as possible after submission and approval, subject to the

limitations and conditions specified in this Contract, but within 60 calendar days after submission and approval. County shall make available a schedule of anticipated payment dates for claims submitted by Contractor into the County's claims processing information system on or prior to July 1 of each year.

- i. For services for which the non-federal share is provided by Contractor, County shall pay to Contractor the federal funds and state funds (if any) associated with such services within thirty (30) days of receipt of such funds from the State. For services for which the non-federal share is provided by Contractor, Contractor shall not be entitled to receive any provisional payments at the time of claims adjudication by County or State.
- (b) Payments for services or Direct Charges billed through invoices shall be paid within 60 calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in this Contract.
- (c) Payments for MAA will be made on a quarterly basis and will be based upon actual State approval and State payment to the County of MAA claims. Only Contractors who have been approved by the State to participate in and to claim reimbursement for MAA and who have MAA authorized as a Unique Funded Program in their Contract are permitted to claim MAA.

H. BILLING AND PAYMENT LIMITATIONS

- (1) Provisional Payments: County payments to Contractor for performance of eligible services hereunder, including any payments related to services for which Contractor provided the non-federal share, are provisional until the completion of all settlement activities and audits, as such payments are subject to future County, State and/or federal adjustments. County adjustments to provisional payments to Contractor will be based upon the local match funds amount specified in the Financial Summary, County's claims processing information system data, MAA data base information, State adjudication of Medi-Cal claims files, contractual limitations of this Contract, annual cost report, application of various County, State and/or federal reimbursement limitations, application of any County, State and/or federal policies, procedures and regulations, and/or County, State or federal audits, all of which take precedence over monthly claim reimbursements provided by County. County and Contractor acknowledge that the references in this Paragraph H (BILLING AND PAYMENT LIMITATIONS) represent examples only and are not intended, nor shall be construed, to represent all of the circumstances or conditions that may result in adjustments to provisional payments.

- (2) Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Paragraph H (BILLING AND PAYMENT LIMITATIONS), reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. Contractor shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- (a) Reimbursement of certain Direct Charges, such as but not limited to capital improvement, are contingent upon the delivery of appropriate and associated services. If the County reasonably determines from a review of Contractor's service and billing records that the Contractor failed to deliver required services associated with such Direct Charge(s), County shall have the right to adjust and/or recover provisional payment(s) associated with such Direct Charge(s). The recovery from Contractor shall be made through cash payment made by Contractor to County and/or County offsets to County payment(s) of Contractor's approved claim(s) in accordance with the terms of Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY) and Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).
- (3) Adjustment of Claims Based on Other Data and Information: The County shall have the right to adjust claims based upon data and information that may include, but is not limited to, County's claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, 835 data, and Contractor's annual Cost Report, all of which shall supersede and take precedence over the claimed amount submitted by Contractor.
- (4) Adjustment of Claims for Contract Compliance: Director, in his/her sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor shall not be paid a sum in excess of the amount due to the Contractor under the terms and conditions of this Contract. Such actions may include, but are not limited to, reimbursing claims submitted through the claims processing information system at an amount less than that amount that would be calculated using Contractor's provisional rates, denying claims for payment; holding claims for Medi-Cal services from being forwarded for adjudication by the State; withholding payment of certain claims; and/or demanding repayment from Contractor.
- (a) Concurrent with any such action, Director shall provide Contractor with written notice of the County's decision to take such action(s), including the reason(s) for the action. Thereafter, Contractor may, within ten (10) calendar days of Contractor's receipt of the notification, request reconsideration of the County's decision. Contractor may request in writing, and shall receive if requested, County's computations for

making a determination that such action was necessary, including any amount(s) held, denied or reduced.

- (b) Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.
- (c) Within 15 calendar days of said meeting, County shall, in writing, notify Contractor, of its final decision which may include County's request to Contractor to void said claims in the County's claim processing information system. The decision of the Director will be final.

Should the County grant reconsideration, such reconsideration will only be applicable to claims paid and processed to the appropriate funding sources after the date that said reconsideration is granted.

- (5) County Withhold of Payment for Contractor Lapse in Providing Service Data: If Contractor fails to submit service data as required by County, then the County may, in its discretion, withhold all or a portion of its payment until County is in receipt of complete and correct service data and such service data has been reviewed and approved by Director.

- (a) Prior to withholding payment, Director shall provide Contractor with at least 30 calendar days written notice of the County's decision to withhold payment, including the reason(s) for the intended action and the identification of the incomplete or incorrect service data. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.
- (b) Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose a date for submitting the complete and correct data.
- (c) Within 15 calendar days of said meeting, County shall, in writing, notify Contractor, of its final decision. The decision of the Director will be final.
- (d) Upon receipt from the Contractor of revised service data, Director shall review such revised service data within 60 calendar days of receipt. Upon determination that such submitted service data is complete and correct, County shall release withheld payments within 30 days of such determination.

- (6) County Denial of Payments for Lack of Documentation: Director may deny payment for services when documentation of clinical work does not meet minimum federal, State, and County written standards.
- (a) Prior to denying payment, Director shall provide Contractor with at least 30 calendar days' written notice of the County's decision to deny payment, including the reason(s) for the intended actions. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.
 - (b) Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.
 - (c) Within 15 calendar days of said meeting, County shall, in writing, notify Contractor of its final decision. The decision of the Director will be final.
- (7) County Suspension of Payment for Default: Director may suspend payments to Contractor, for good cause, if the Director determines that Contractor is in default under any of the provisions of this Contract.
- (a) In cases of alleged fraud or similar intentional wrongdoing relating to any provision of this Contract Director may immediately suspend payments to Contractor without prior written notice. Thereafter, Contractor may, within 15 calendar days of the date of written notice from County, request reconsideration of Director's decision to suspend payment.
 - (b) For all other reasons of default or a reasonable good faith determination of impending insolvency, Director shall provide Contractor with at least 30 calendar days' prior written notice of such suspension that includes the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days of the date of written notice from County, request reconsideration of Director's decision to suspend payment. Suspension of payment to Contractor shall not take effect pending the results of such reconsideration process.
 - (c) Upon receiving a request for reconsideration of suspension from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.

- (d) Within 15 calendar days of said meeting, County shall notify Contractor of its final decision in writing. The decision of the Director will be final.
- (8) No Payment for Services Rendered Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money, or reimbursement of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract or any part thereof. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- (9) Contractor agrees to hold harmless both the State and beneficiary in the event County cannot or will not pay for services performed by Contractor pursuant to this Contract.

I. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- (1) This Contract shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Contract, including, but not limited to, those contained in State's Budget Act.
- (2) This Contract shall also be subject to any additional restrictions, limitations, or conditions imposed by the federal government which may in any way affect the provisions or funding of this Contract.
- (3) In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such action. The County shall not revise any payment obligation which relates to services funded exclusively with Contractor, State, and/or federal funds. Except as set forth above in Subparagraph (3) of this Paragraph I (LIMITATIONS OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) and Subparagraph (5) of Paragraph J (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS), the Contractor shall continue to provide all of the services set forth in this Contract.

- (4) Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such fiscal year. In the event funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such non-appropriation of funds at the earliest possible date.
- (5) Notwithstanding any other provision of this Contract, for the purposes of any special grants such as Substance Abuse and Mental Health Services Administration (SAMHSA) and discretionary funds received from the Board of Supervisors, any unspent amounts of such grants and/or discretionary funds, if so authorized by the grantor or the Board of Supervisors, may be rolled over from one fiscal year to the next by decreasing the Funded Program Amount and MCA for the fiscal year in which the funds were unspent and increasing the Funded Program Amount and MCA by the same amount in the following fiscal year. Such roll over of funds shall not, in any event, allow Contractor to receive reimbursement for services/activities paid by these grants and/or discretionary funds in excess of the total allotment of such grants and discretionary funds over the period covered by such grants and discretionary funds. Any such change in the MCA due to such roll over of funds shall be effected by a duly executed amendment to this Contract.

J. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

- (1) Funds under this Contract are provided for the delivery of mental health services to eligible beneficiaries under each of the Funded Programs identified in the Financial Summary. Each Funded Program has been established in accordance with the requirements and restrictions imposed by each respective County, State and/or federal payer source contributing to the Funded Program.
- (2) Contractor may not redirect funds from one Funded Program to another Funded Program, except through a duly executed amendment to this Contract as outlined in DMH Policy, *Shifting Guidelines for the Legal Entity Contract*.
- (3) Contractor may not charge services delivered to an eligible beneficiary under one Funded Program to another Funded Program unless the recipient is also an eligible beneficiary under the second Funded Program. When a recipient of services is an eligible beneficiary under more than one Funded Program, Contractor shall charge the services to the Funded Program under which the County shall receive maximum reimbursement from non-County sources, provided that Contractor has available funds under the appropriate Funded Program.

- (4) Contractor also shall not charge services delivered to an eligible beneficiary for Medi-Cal to the Non-Medi-Cal Funded Program Amount except in such cases when a client's eligibility for benefits is being established or determined, or when the client is eligible for Medi-Cal minor consent, or when DMH has given advance approval to use the Non-Medi-Cal Funded Program Amount. Upon confirming that said client is approved for Medi-Cal benefits, or in such case that the County may determine that a service paid originally through the Non-Medi-Cal Funded Program Amount was to a client approved for Medi-Cal, Contractor shall void the original claims for services provided on or after the effective date that Medi-Cal services became eligible for reimbursement, and replace/resubmit such claims for Medi-Cal under the correct Funded Program.
- (5) Contractor shall be responsible for delivering services to clients to the extent that funding is provided by the County. Where Contractor determines that services to clients can no longer be delivered, Contractor shall provide 30 calendar days prior written notice to County. Contractor shall thereafter refer clients to County or to another appropriate Contractor.
 - (a) Contractor shall not be required to provide the notice required under Subparagraph (5) of this Paragraph J (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS) if the County reduces funding to the Contractor under Paragraph I (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) whether such reductions occur at the beginning or during a fiscal year. In addition, if County reduces or eliminates funding for a specific Funded Program, or portion thereof, Contractor shall not be responsible for continuing services for those clients served by the Funded Program, or portion thereof.

K. CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS

- (1) County and Contractor may by written amendment reduce programs or services and revise the applicable MCA and/or Funded Program Amount. The Director shall provide 15 business days prior written notice of such funding changes to Contractor, including any changes in the amount of services to be received by County. Contractor may only initiate changes under this Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS) to its obligation to provide services for which Contractor provides the non-federal share of payment. Any such change in any applicable MCA and/or Funded Program Amount shall be effected by a formal amendment or administrative amendment by Director to this Contract.

- (2) Contractor shall be responsible for delivering and monitoring services so that Contractor can provide continued and uninterrupted provision of quality eligible services to eligible beneficiaries as specified in this Contract, to the extent funding is provided by County. Notwithstanding Subparagraph (1) of this Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS), if the County reasonably determines the Contractor will not meet expectations listed in Subparagraph (3), County may notify Contractor to discuss and determine whether a corrective action plan (CAP) will be required.
- (3) Without limiting Contractor's obligations under this Contract, Contractor shall meet the following expectations:
 - (a) Contractor will meet performance and/or outcome expectations that are specified in the approved Negotiation Package; and
 - (b) Contractor will meet performance and/or outcome expectations that are specified in the Contract and/or any Service Exhibit, that may be developed with contractors' input and are specified in program Service Exhibits, and/or are set forth in Department guidelines, directives, and/or practice parameters.
- (4) If a CAP is issued and Contractor fails to comply with such CAP, County may implement options listed in subsections (a), (b), and/or (c) to safeguard County's mission to ensure access to quality services for all client populations and to ensure the types of services and supports necessary to assist clients in achieving hope, wellness, and recovery:
 - (a) Restrict Contractor from expending any more funds allocated for the program(s) at issue and the County's intent to reallocate funds to another program budget category for the same period within this Contract, and/or reallocate such funds for the efficient use of such funds.
 - (b) Decrease the amount of funds allocated in subsequent fiscal years for the program(s) at issue and reallocate such funds for the efficient use of such funds;
 - (c) Terminate specific programs within the Contractor's Contract and/or the Contractor's Contract in its entirety for failure to meet performance and/or outcome expectations as specified in program service exhibits and/or Department guidelines, directives, and practice parameters.

Prior to implementing options (a), (b), and/or (c) of Subparagraph (4), County shall provide 15 business days prior written notification to Contractor of County's intent to implement one or more such options. Such notification shall

include an explanation of how the County reached the conclusion that Contractor is not meeting the expectations listed in Subparagraph (3); copies of relevant data, such as but not limited to County information system reports used by County in making this decision; the nature and amount of proposed funding changes; and, any proposed changes in the amount of services to be provided by Contractor.

- (5) In the event Contractor believes that an adjustment under Subparagraph (4) of this Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS) is unjustified, Contractor may, within the 15 business days of the date on the County's notice, notify the Director in writing and request a meeting with County to review its documentation. Any such meeting shall be held within 30 calendar days of the initial written notification. If Contractor fails to meet with County in this period of time, and County has provided an opportunity to meet within that time period, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended changes to its MCA; Funded Program Amount; and/or program/service delivery up to and including termination of specific programs and/or the entire Contract.

If, after any such meeting, it is still determined that an adjustment under this Subparagraph (4) of Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS) is justified, the County shall take the appropriate action, as provided above. Director shall provide final prior written notice to Contractor of such action(s), including any changes in the amount of services to be received by County, and the determination of the Director will be final. Any such change in Contractor's Contract, including termination of programs with the Contract and/or the entire Contract shall be effected by an administrative amendment to this Contract issued by Director. Changes that are based on one-time circumstances will be applicable to the current contract year only and shall not result in reductions (or increases) of MCA and/or Funded Program Amount in subsequent years, while changes that are based on clearly documented ongoing historical trends may result in ongoing reductions (or increases) of MCA and/or Funded Program Amount in subsequent years.

The determination by the Director shall be effective upon the receipt of such final prior written notice by Contractor and the changes to funding and services shall be incorporated into this Contract as of the date of receipt. Contractor understands and agrees that its MCA and/or Funded Program Amount may be reduced as a result of the adjustments authorized by this provision, and further acknowledges that County has relied upon this flexibility in establishing the MCA and/or Funded Program Amount for this Contract. By executing this Contract, Contractor specifically consents to the prospective

adjustments set forth in this provision up to and including termination of programs and/or the Contract.

L. LIMITATION ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM

- (1) If, under this Contract, Contractor has Funded Programs that include Title XIX Short-Doyle/Medi-Cal services, Medi-Cal Administrative Activities, and/or Title XXI MCHIP services, Contractor shall certify annually, no later than July 10th of each year, in writing that all necessary documentation will exist at the time any claims for Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP are submitted by Contractor to County.

Contractor shall be solely liable and responsible for all service data and information submitted by Contractor.

- (2) Contractor acknowledges and agrees that the County, in undertaking the processing of claims and payment for services rendered under this Contract for these Funded Programs, does so as the Mental Health Plan for the State and federal governments.
- (3) Contractor shall submit to County all Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP claims or other State required claims data within the time frame(s) prescribed by this Contract to allow the County to meet the timeframes prescribed by the State and federal governments. County shall have no liability for Contractor's failure to comply with the time frames established under this Contract and State and federal time frames, except to the extent that such failure was through no fault of Contractor.
- (4) County, as the Mental Health Plan, shall submit to the State in a timely manner claims for Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services only for those services/activities identified and entered into the County's claims processing information system and/or into the Medi-Cal Administrative Activities data base system, as appropriate, which are compliant with State and federal requirements. County shall make available to Contractor any subsequent State approvals or denials of such claims within 30 days of receipt thereof.
- (5) Contractor acknowledges and agrees that County's final payment for services and activities claimed by Contractor for Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services is contingent upon reimbursement from the

State and federal governments and that County's provisional payment for said services does not render County in any way responsible for payment of, or liable for, Contractor's claims for payment for these services.

- (6) Contractor's ability to retain payment for such services and/or activities is entirely dependent upon Contractor's compliance with all laws and regulations related to same.
- (7) Notwithstanding any other provision of this Contract, Contractor shall hold County harmless from and against any loss to Contractor resulting from the denial or disallowance of claims for or any audit disallowances related to said services by the County, State or federal governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the County.
- (8) Contractor shall repay to County the amount paid by County to Contractor for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services/activities which are subsequently denied or disallowed by the County, State, and/or federal governments. In no event shall County be liable or responsible to Contractor for any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services/activities that are subsequently denied or disallowed by County, State, and/or federal governments unless the denial or disallowance was due to the fault of the County.
- (9) The total County payment for Title XIX Short-Doyle/Medi-Cal services and/or Title XXI MCHIP services and/or MAA under federal requirements consists of federal and local match, and such local match may consist of County and/or State funds. Contractor acknowledges that if such services are subsequently denied, voided, and/or disallowed, County shall make a full recovery of such payments, including State and local match amounts.
- (10) Notwithstanding any other provision of this Contract, Contractor agrees that the County may offset future payments to the Contractor and/or demand repayment from Contractor when amounts are owed to the County pursuant to above Subparagraphs (7) and (8) of this Paragraph L (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM). Such demand for repayment and Contractor's repayment shall be in accordance with Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY), except for denials reflected on the State's 835 files, which will be offset immediately from the County's next payment to Contractor.

- (11) Contractor shall comply with all written instructions provided to Contractor by Director, State or other applicable payer source regarding claiming and documentation.
- (12) Nothing in this Paragraph L (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM) shall be construed to limit Contractor's rights to appeal State and federal settlement and/or audit findings in accordance with the applicable State and federal regulations.

M. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

- (1) Contractor shall comply with all County, State, and federal requirements and procedures relating to:
 - (a) The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and Welfare and Institutions Code Sections 5709 and 5710.
 - (b) The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.
 - (c) Contractor shall not charge the client's financial responsibility for a service to the Non-Medi-Cal Funded Program Amount.
- (2) All fees paid by patients/clients receiving services under this Contract and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Contractor only for the delivery of mental health services/activities specified in this Contract.
- (3) Contractor may retain unanticipated revenue, which is not shown in Contractor's Negotiation Package for this Contract, for a maximum period of one (1) fiscal year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Contract. Contractor shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Cost Report submitted by Contractor to County.

- (4) Contractor shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- (5) Contractor may retain any interest and/or return which may be received, earned or collected from any funds paid by County to Contractor, provided that Contractor shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Contract.
- (6) Failure of Contractor to report in all its claims and in its Annual Cost Report all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, all unanticipated revenue not shown in Contractor's Negotiation Package for this Contract, and all interest and return on funds paid by County to Contractor, shall result in:
 - (a) Contractor's submission of a revised claim statement showing all such non-reported revenue.
 - (b) A report by County to SDHCS of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries.
 - (c) Any appropriate financial adjustment to Contractor's reimbursement.

N. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED

Contractor shall not request, and County will not provide a cash flow advance for amounts due under this Contract.

O. ANNUAL COST REPORTS

- (1) For each fiscal year or portion thereof that this Contract is in effect, Contractor shall provide County with two (2) copies of an accurate and complete Annual Cost Report, along with a statement of expenses and revenue, and a Cost Report Certification. The statement of expenses and revenue and Cost Report Certification must be signed by a Contractor's executive official or designee, by the due date specified in Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS).
- (2) An accurate and complete Annual Cost Report shall be defined as a cost report which is completed to the best of the ability of Contractor on such forms or in such formats as specified by the County and consistent with such instructions as the County may issue and is based on the best available data.

- (3) The Annual Cost Report will be comprised of a separate set of forms for the County and State based on the Financial Summary applicable to the fiscal year.
- (4) The Annual Cost Report will be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) calendar days following the expiration or termination date of this Contract, whichever occurs earlier. Should the due date fall on a weekend, such report will be due on the following business day.
 - (a) Failure by Contractor to submit an Annual Cost Report within 30 calendar days after the due date specified in above Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS) shall constitute a breach of this Contract.
 - i. In addition to, and without limiting, any other remedy available to the County for such breach, County may undertake any or all of the following to remedy such breach:
 - (A) In such instance that Contractor does not submit an Annual Cost Report(s) by such 30 calendar days after the applicable due date specified in Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS), then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor for the fiscal year for which the Annual Cost Report(s) is (are) outstanding shall be due by Contractor to County. Contractor shall pay County according to the method described in Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY). Such payments shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).
 - (B) If this Contract is extended as provided in DMH Legal Entity Contract Paragraph 4 (TERM), then County may opt to suspend payments to Contractor under this Contract until the Annual Cost Report(s) is (are) submitted. County shall give Contractor at least 15 business days written notice of its intention to suspend payments hereunder, including the reason(s) for its intended action. Thereafter, Contractor shall have 15 business days either to correct the deficiency, or to request reconsideration of the decision to suspend payments. Payments to Contractor shall not be suspended during said 15 business days provided to

correct the deficiency or, if reconsideration is requested, pending the results of the reconsideration process.

- (b) Failure by the Contractor to submit an Annual Cost Report(s) by the due date specified in Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS) will result in damages being sustained by the County. County and Contractor agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to submit its Annual Cost Report(s) to the County under this Paragraph O (ANNUAL COST REPORTS). The County and Contractor hereby agree that a reasonable estimate of said damages is \$100 per day for each day that the Contractor fails to submit to the County by the due date.
- i. Liquidated damages shall be assessed separately on each outstanding Annual Cost Report.
 - ii. Liquidated damages shall be assessed commencing on September 16th or on the seventy-sixth (76th) day following the expiration or earlier termination of this Contract and shall continue until the outstanding Annual Cost Report(s) is/are received.
 - iii. Upon written request from the County, Contractor shall, within 30 calendar days, submit to the County payment for said damages. Said Payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).
 - iv. Contractor may ask that liquidated damages not be assessed by sending a written request for an extension to submit the Annual Cost Report to the Director no later than 30 calendar days prior to the due date specified in this Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS). The decision to grant an extension without assessing liquidated damages in accordance with Subparagraph (4) (b) of this Paragraph O (ANNUAL COST REPORTS) shall be at the sole discretion of the Director.
- (5) Each Annual Cost Report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-2; "The Provider Reimbursement Manual Parts 1 and 2;" the State's Cost and Financial Reporting System (CFRS) Instruction Manual; and any other written guidelines that shall be provided to Contractor at the Cost Report training, to be conducted by County on or before June 30th of the fiscal year for which the Annual Cost Report is to be prepared.

- (a) Attendance by Contractor at the County's Cost Report Training is mandatory.
 - (b) Failure by the Contractor to attend the Cost Report Training shall be considered a breach of this Contract that will result in damages being sustained by the County. County and Contractor agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to attend the Cost Report Training. The County and Contractor hereby agree that a reasonable estimate of said damages is \$100 per occurrence. Therefore, County may, in its sole discretion, assess liquidated damages in the amount of \$100 for Contractor's non-attendance at the Cost Report Training. Said Payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).
- (6) Upon written notification from the Director that its Annual Cost Report contains errors or inaccuracies, Contractor shall, within 30 calendar days, correct such errors and inaccuracies and resubmit its Annual Cost Report.
- (a) If Contractor fails to correct inaccuracies in Annual Cost Report within 30 calendar days after receipt of written notification from the Director and said inaccuracies result in the loss of reimbursement to the County for claimable amounts that were paid to Contractor, Contractor must return back to the County the amount of lost reimbursement that the County could have claimed if the inaccuracy was corrected by Contractor.
- (7) Contractor shall be solely responsible for any loss incurred by County due to Contractor's failure to comply with County and State cost report requirements.

P. OTHER REQUIREMENTS FOR CONTRACTORS PROVIDING TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES, MEDI-CAL ADMINISTRATIVE ACTIVITIES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM SERVICES

- (1) Contractor shall maintain records documenting all Title XIX Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities, and/or Title XXI MCHIP services for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits or appeals, whichever occurs later. Further, Contractor shall maintain all financial records necessary to support its certifications of public expenditures pursuant to Paragraph F (2) (b) above, for a period of ten (10) years or until three (3) years after final resolution of any audits or appeals, whichever occurs later.

- (2) Contractor shall complete and certify, in accordance with State and County instructions, and provide DMH with two (2) copies of an accurate and complete Specialty Mental Health Services (SMHS) Reconciliation Report, also referred to as Title XIX Short-Doyle/Medi-Cal Reconciliation Report, at the legal entity level by the due date set by the State for the applicable fiscal year.
 - (a) Should Contractor fail to provide County with the SMHS Reconciliation Report by the due date, then Director, in his/her sole discretion, shall determine which State approved Short-Doyle/Medi-Cal services shall be used by County for completion of the SMHS Reconciliation Report.
 - (b) Contractor shall hold County harmless from and against any loss to Contractor resulting from the Contractor's failure to provide County with the SMHS Reconciliation Report and County's subsequent determination of which State-approved Short Doyle/Medi-Cal services to use for completion of the SMHS Reconciliation Report for the Contractor.

Q. INTERIM SETTLEMENT

Subsequent to the County's filing of the Annual Cost Report on behalf of the Contractor, County shall settle with Contractor on an interim basis only if sufficient funds are available. Interim Settlement is County's settlement process based on the Contractor's submitted Annual Cost Report. It will equal the difference between the Contractor's eligible costs for reimbursement under the Contract and the total year-to-date payments Contractor has already received, including any Cash Flow Advances. This Interim Settlement amount is provisional and may be subject to adjustment based on the Annual Cost Report Reconciliation and Settlement, and SD/MD Audit and Post-Audit Settlement outcomes.

- (1) **PAYMENTS:** The Interim Settlement process may result in either County owing Contractor or Contractor owing County payments. The payment is determined by the Interim Settlement process, whereby the County will calculate the difference between the Contractor's eligible costs for reimbursement under the Contract and as submitted per the Annual Cost Report, and the total year-to-date payments Contractor has already received, including any Cash Flow Advances.
- (2) **PAYMENT BY COUNTY TO CONTRACTOR:**
 - (a) **Payment Amount:** In addition to the amounts paid to Contractor for services, including services to Medi-Cal beneficiaries and/or MCHIP enrollees, under the Contract, County will calculate an interim settlement payment owed to Contractor and provide Contractor with written notification of the amount owed to Contractor.

- (b) Funding: The payment amount may be composed of County, federal, and/or State funds. County will use the funds owed to Contractor to reduce any other amounts owed to County.
 - (c) Timing of Payment: If no other funds are owed to County, County will pay Contractor within 30 days of notification of interim settlement amounts.
- (3) Contractor may, by a written notice to the County within 30 days of execution of this amendment, ask to review the County's Interim Settlement results.
- (a) County will review the County Interim Settlement results with Contractor within 30 days of receipt of request.
 - (b) County will follow up with a written response within 30 days following review of the results, if needed."

R. SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT

- (1) Based on the Annual Cost Report(s) submitted pursuant to Paragraph O (ANNUAL COST REPORTS) and the most updated State Medi-Cal approvals and County claims information, at the end of each fiscal year or portion thereof that this Contract is in effect, the State and County will perform an SMHS Reconciliation and Settlement.
- (a) Upon initiation and instruction by the State, County will begin the SMHS Reconciliation process with Contractors.
 - (b) County will perform settlement upon receipt of State Reconciliation Settlement to the County.
- (2) Such reconciliation and settlement will be subject to the terms and conditions of this Contract and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal and Medi-Cal Administrative Activities, and Title XXI MCHIP, and other applicable federal and/or State programs.
- (3) SMHS Reconciliation Settlement shall be subject to the limitations contained in the Financial Summary. Such limitations include, but are not limited to:
- (a) Available Match funds as indicated in Column D of the Financial Summary;

- (b) Actual submitted and approved claims to those third-parties providing funds in support of specific Funded Programs;
 - (c) Funded Program Amounts;
- (4) County shall issue its SMHS Reconciliation Settlement results no later than 180 calendar days after the receipt by County from the State of the State's Cost Report Settlement package and payment for a particular fiscal year.
- (a) As part of its SMHS Reconciliation Settlement, County shall identify any amounts due to Contractor by the County or due from the Contractor to the County.
 - (b) Upon issuance of the County's SMHS Reconciliation Settlement results, Contractor may, within 30 calendar days, submit a written request to the County for review of the SMHS Reconciliation Settlement results.
 - i. Upon receipt by County of the Contractor's written request, the County shall, within 30 calendar days, meet with the Contractor to review the SMHS Reconciliation Settlement results and to consider any documentation or information presented by the Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.
 - ii. Within 30 calendar days of the meeting specified above in Subparagraph (4) (i) of this Paragraph R (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT), County shall issue a response to the Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.
- (5) In the event that the SMHS Reconciliation Settlement indicates that the Contractor is due payment from the County, County shall initiate the payment process to Contractor within 30 calendar days following the expiration of the date to request a review as specified above in Subparagraph (4) (b) of this Paragraph R (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT) or issuance of the County response as specified above in Subparagraph (4) (b) (ii) of this Paragraph R (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT), whichever is later.
- (6) In the event that the SMHS Reconciliation Settlement indicates that the Contractor owes payment to the County, Contractor shall make payment to the County in accordance with the terms of Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY). Said payment shall be submitted to the

persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

- (7) Regardless of any other provision of this Paragraph Q (SPECIALTY MENTAL HEALTH SERVICES RECONCILIATION AND SETTLEMENT), reimbursement to Contractor shall not exceed the MCA and shall not exceed the Funded Program Amount, as identified on the Financial Summary.

S. AUDITS, AUDIT APPEALS AND POST-AUDIT APPEAL SHORT-DOYLE/MEDI-CAL (SD/MC) SETTLEMENT

- (1) At any time during the term of this Contract or after the expiration or termination of this Contract, in accordance with State and federal law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Contractor regarding the services/activities provided under this Contract.
- (2) Settlement of audit findings will be conducted according to the auditing party's procedures in place at the time of the audit.
- (3) Post-Audit SD/MC Settlement: In the case of a State Short-Doyle/Medi-Cal (SD/MC) audit, the State and County will perform a post-audit SD/MC settlement based on State audit findings. Such settlement will take place when the State initiates its settlement action, which customarily is after the issuance of the audit report by the State and before the State's audit appeal process.
 - (a) County shall issue Post-Audit SD/MC Settlement to Contractor for any amount due County or due to Contractor within 90 calendar days after the State issues its audit report to the County.
 - (b) If the Post-Audit SD/MC Settlement determines that the amount paid by County to Contractor for any units furnished hereunder are more than the amounts allowable pursuant to this Contract, then the difference shall be due by Contractor to County. Contractor shall make payment to the County in accordance with the terms of Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).
 - (c) County shall follow all applicable federal laws, regulations manuals, guidelines and directives in recovering from Contractor any federal over-payment.
 - (d) In the event that Post-Audit SD/MC Settlement indicates that Contractor is due payment from County, County shall initiate the

payment process to Contractor within 30 days of settlement issuance date.

- (e) If the auditing party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with County.
- (4) SD/MC Audit Appeals: Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
- (a) For federal audit exceptions, federal audit appeal processes shall be followed.
 - (b) Contractor may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through County. County shall notify Contractor of State appeal deadlines after County's receipt of information from State.
- (5) Post-Audit Appeal SD/MC Settlement:
- (a) If at any time the Appeal process results in a revision to the audit findings, and the State recalculates the audit settlement of the SD/MC cost report for a particular year and settles with County, County will perform a post-audit appeal Short-Doyle/Medi-Cal re-computed settlement after the State issues its revised settlement with the County, based on the State appeal resolution.
 - i. If the post-audit appeal SD/MC re-computed settlement results in amounts due to Contractor by the County, County shall initiate the payment process to Contractor within 30 calendar days of issuing the post-audit appeal SD/MC re-computed settlement to Contractor.
 - ii. If the post-audit appeal SD/MC re-computed settlement results in amounts due from Contractor to the County, Contractor shall make payment to the County in accordance with the terms of Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).
 - (b) Notwithstanding any other provisions of this Contract, if Contractor appeals any audit report, the appeal shall not prevent the County from

recovering from Contractor any amount owed by Contractor that the State has recovered from County.

- (6) County Audits: Should the auditing party be the County, Contractor will have 30 calendar days from the date of the audit report within which to file an appeal with County. The letter providing the Contractor with notice of the audit findings shall indicate the persons and address to which the appeal should be directed. County shall consider all information and argument provided by Contractor with its appeal, and will issue its decision on the appeal after such consideration. Such decision is final. County will issue an invoice for any amount due County 15 calendar days after County has notified Contractor of the County's audit appeal findings. Contractor shall make payment to the County in accordance with the terms of Section T (PAYMENTS BY CONTRACTOR TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

T. PAYMENTS BY CONTRACTOR TO COUNTY

- (1) Payment Amount: In the event that it is determined that the Contractor owes County under this Contract as the result of the Interim Settlement, SMHS Reconciliation and Settlement, and/or SD/MC Audit and Post-Audit Settlement processes, Contractor agrees to pay County the sum owed to County upon a written notification by County. County first shall offset this amount against any other amount owed to Contractor. If there is a remaining amount owed to County, Contractor will pay County using one or more of the options provided below by notifying County within ten (10) business days of receipt of County's written notification:
- (a) Paid in one cash payment by Contractor to County;
 - (b) Paid by cash payment(s) by Contractor to County over a period not to exceed twelve (12) months;
 - (c) A repayment plan for up to and not to exceed six (6) years as negotiated between County and Contractor and approved by the Director or his designee:
 - i. Paid by cash payment(s) or deducted from future claims
 - (d) Use of in-kind services; or
 - (e) A combination of any or all of the above to run concurrently, but up to and not to exceed six (6) consecutive years.
- (2) If Contractor does not so notify County within such ten (10) days as stated in Paragraph T. PAYMENT BY CONTRACTOR TO COUNTY, (1) Payment Amount, above, or if Contractor fails to make payment of any such amount to County as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by County for recovery of such amount from Contractor.

- (3) In-Kind Services: This Contract considers the repayment of settlement amounts owed from Contractor to the County through the provision of in-kind services. As such, County and Contractor agree to the following terms and conditions:
- (a) The term of the in-kind repayment may be for up to and not to exceed six (6) years from the execution of this Contract as amended.
 - (b) No payment of any kind will be made by County to Contractor for such in-kind services provided under this Contract.
 - (c) In-kind services from Contractor will be valued at the hourly rate of Contractor's staff assigned to a DMH Directly Operated facility or otherwise specified by the Director, to perform the in-kind service. The hourly rate should be the higher of whatever the County pays for a compatible service or Contractor's rate. If Contractor's hourly rate is used, it will be verified according to Contractor's payroll records. Contractor shall not include costs and units of service for such staff while performing in-kind services to County on its year-end cost report.
 - (d) County will assign a contract program monitor, or designee, to oversee the in-kind repayment of services by Contractor's staff in a DMH Directly Operated facility or as otherwise specified by the Director. County's contract program monitor, or designee, will oversee Contractor's staff.
 - (e) County and Contractor agree that the in-kind services to be performed under this Contract will consist of appropriate clinical services as specified by the Director or his designee within mutually agreed upon service areas. This includes the type and qualification of staff to be assigned to such Directly Operated facilities to perform the in-kind services.
 - (f) County's contract program monitor has the discretion to terminate the in-kind services based upon work performance issues associated with the Contractor's staff performing the in-kind services.
 - (g) County's contract program monitor may ask for a Corrective Action Plan which may include, but not be limited to, recommending a new repayment option for the Contractor which may include:
 - i. Paid in cash by Contractor to County over a period not to exceed three (3) months;
 - ii. Deducted from future claims over a period not to exceed three (3) months;
 - iii. A repayment plan for up to and not to exceed six (6) years as negotiated between County and Contractor and approved by the Director of his designee:
 - 1) Paid in cash payment(s) or deducted from future claims.

- iv. Any combination of the above, not to exceed a total of six (6) consecutive years from the date of the original repayment plan under this Contract.
- (h) County will notify Contractor of the need for a Corrective Action Plan in writing.
 - i. If upon receipt of such written notice, Contractor does not provide the County with a written Corrective Action Plan within ten (10) business days, then Director, in his sole discretion, shall determine which of the four (4) payment options shall be used by County for recovery of amount owed by Contractor.
 - (i) Contractor will report the units of service delivered under the in-kind service arrangement in a format specified by County no later than the tenth calendar day of the month following the month of service. If the tenth calendar day of the month falls on a weekend or a County recognized holiday, the report is due the following business day.
- (4) Under special circumstances, Contractor may request in writing an extension of the payment period beyond the six (6) – year extension period referenced in Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY), (1) Payment Amount, (c) – extended repayment plan option
 - (a) Director in his sole discretion may approve Contractor's request.
- (5) Administrative Fee: A monthly administrative fee may be assessed for any Contractor repayment plan beyond 12 months;
 - (a) The fee assessed shall be a flat monthly amount based on the amount owed to County and the term of the repayment period at the time of the request.
 - (b) The amount of the fee may be determined by county at the time of Director's approval of Contractor's request, and shall be paid by Contractor to County with the monthly payment until Contractor pays County in full.
- (6) Contractor may make additional cash payments to County at any time.
- (7) If SMHS Reconciliation and Settlement, and/or SD/MC Audit and Post-Audit Settlement processes result in money owed to Contractor by County, such amount(s) shall be offset from the balance owed to County
- (8) Contractor shall ensure that no current-year County funding is used to pay prior years' liabilities and that the County offset is absorbed by revenues, donations, and/or other sources of funds.

U. FINANCIAL SOLVENCY

- (1) Contractor shall maintain adequate provisions to meet the solvency/working capital criteria specified in DMH Policy, *Financial Responsibility Requirements for Existing DMH Contractors*.

V. COUNTY AND CONTRACTOR REQUESTED CHANGES

- (1) If Contractor desires any change in the terms and conditions of this Contract, Contractor shall request such change in writing prior to **March 1st** of the fiscal year for which the change would be applicable, except as otherwise provided in Paragraph X (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B) or unless otherwise agreed to by County.
 - (a) All changes requested by Contractor shall be made by an amendment pursuant to DMH Legal Entity Contract Paragraph 8.1 (AMENDMENTS).
 - (b) All changes requested by the Contractor shall be followed by a Mid-Year Change to the last approved Negotiation Package to be submitted by the Contractor, which must be approved by the Director as specified in DMH Notice, *Negotiation Package Submission Procedures*.
- (2) If Contractor requests an increase or decrease in the MCA or in the Funded Program Amount, Contractor shall provide all reports, data, and other information requested by the County, within 15 calendar days of County's request.
 - (a) Contractor's request for consideration of an increase in the MCA or in the Funded Program Amount, must be made and approved prior to Contractor rendering services that exceed the MCA or the Funded Program Amount. To the extent that County agrees to increase MCA or a Funded Program Amount, such approval shall be in the form of an executed amendment to this Contract. Director will make best efforts to expedite the amendments provided under this Subparagraph (2) (a) of this Paragraph V (CONTRACTOR REQUESTED CHANGES).
 - (b) Requests received after the Contractor has rendered services in excess of the MCA, or the Funded Program Amount, will only be considered on a prospective basis for payment of services rendered after the effective date of any executed amendment. The County shall not be responsible for payment, nor otherwise be liable for, services/activities that Contractor provided in excess of the MCA or the Funded Program Amount during any part of the Initial Period, First Automatic Extension Period or Second Automatic Extension Period, respectively.

- (3) If County requires changes per options (a) and/or (b) as specified in Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN AND COUNTY'S RIGHT TO RE-ALLOCATE FUNDS), Contractor must submit a Mid-Year Change to the last approved Negotiation Package as specified in DMH Notice, *Negotiation Package Submission Procedures*.
- (4) If County requires changes per Paragraph I (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS), Contractor must submit a Mid-Year Change to the last approved Negotiation Package.
- (5) If County and Contractor agree to make a funding and/or service plan change relevant to this Contract, Contractor must submit a Mid-Year Change to the last approved Negotiation Package as specified in DMH Notice, *Negotiation Package Submission Procedures*.

W. DELEGATED AUTHORITY

- (1) Notwithstanding any other provision of this Contract, the Director may, without further action by County's Board of Supervisors, prepare and sign amendments to this Contract under the following conditions.
 - (a) County's total payments to Contractor under this Contract, for each fiscal year of the term of this Contract, does not exceed an increase of more than the Board of Supervisor-approved percentage of the current applicable MCA; and
 - (b) Any such MCA amendment increase or amendment change shall only be for the provision of additional services; for the provision of new services as reflected on Exhibit C (STATEMENT OF WORK(S)/SERVICE EXHIBIT(S) LIST); to ensure continuity of care; or to reflect program and/or policy changes that affect this Contract; or to allow final shift of funds pursuant to Paragraph X (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (Exhibit B); and
 - (c) County's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract; and
 - (d) Approval of County Counsel, or the designee, is obtained prior to any such amendment to this Contract.
 - (e) Director shall notify County's Board of Supervisors and the Chief Executive Officer of all Contract changes in writing within 30 calendar days following execution of any such amendment(s).

X. SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B)

- (1) Due to the length of the State reconciliation and audit processes, County and contractor acknowledge that the final determination of the amounts that may be owed by the Parties to each other will occur during First and/or Second Automatic Extension Period as described in Legal Entity Contract, Paragraph 4 (TERM) and/or after the expiration or termination of Contract. Therefore, the parties agree that all provisions of Contract related to effectuating payment, including, but not limited to, provisions related to cost reporting, settlement, and audit, including such provisions in Exhibit A, Financial Provisions, survive the First and/or Second Automatic Extension Period as described in Legal Entity Contract, Paragraph 4 (TERM) and/or expiration or termination of Contract. This Paragraph X shall not be interpreted to imply that other provisions of Contract do not survive its expiration, if the Parties intent, as demonstrated by language, circumstances, law, or practice, is that the provision should survive.

- (2) To maximize the use of federal and State funding for Medi-Cal services, Contractor, within 30 calendar days after the Annual Cost Report due date for the applicable fiscal year, may submit in writing a request to shift and/or increase funds on the Financial Summary (Exhibit B). Such shifting and/or increase of funds request shall reflect maximization of federal and other funding based on Contractor's complete and accurate Annual Cost Report submitted in accordance with Paragraph O (ANNUAL COST REPORTS) and in accordance with terms and limitations set forth in DMH Policy, Shifting Guidelines for the Legal Entity Contract. To the extent that County approves the shifting of funds request, such approval shall be in the form of an executed amendment to this Contract. In addition, the Director, at his/her sole discretion, may propose and, with the Contract of Contractor, execute a written amendment (a) to modify the distribution of funds identified for each Funded Program as shown on the Financial Summary (Exhibit B); (b) to change, including increase, the amount of federal or State funds on the Financial Summary (Exhibit B); or (c) to increase the MCA to include additional federal or State funds for Medi-Cal services, but only to the extent that such amendment is necessary for Contractor to be reimbursed for otherwise uncompensated care. Such amendment may be executed during First and/or Second Automatic Extension Period as described in Legal Entity Contract, Paragraph 4 (TERM) and/or after the Contract has expired or terminated and shall be effective irrespective of whether the Contract is in the Automatic Extension Period or has expired or terminated.

Y. PAYMENT AND INVOICE NOTIFICATIONS

- (1) Contractor shall submit all Invoices, including any supporting documentation, to the following:

County of Los Angeles Department of Mental Health
Financial Services Bureau – Accounting Division
550 S. Vermont Avenue, 8th Floor
Los Angeles, CA 90020
Attn: Provider Reimbursement Section

- (2) Contractor shall submit all remittances and payments for amounts due to the County under this contract to the following:

County of Los Angeles Department of Mental Health
Financial Services Bureau – Accounting Division
550 S. Vermont Avenue, 8th Floor
Los Angeles, CA 90020
Attn: Cash Collections Section

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH CONTRACTOR CLAIMS
CERTIFICATION FOR TITLE XIX SHORT-DOYLE MEDI-CAL and TITLE XXI MEDICAID CHILDREN'S
HEALTH INSURANCE PROGRAM REIMBURSEMENTS

Legal Entity: Los Angeles Unified School District

Legal Entity Number: 00315

Claims for services/activities with dates of services: July 1, 2019 through June 30, 2020.

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of the mental health services in and for said claimant; that the amounts for which reimbursement will be claimed for Medi-Cal and Medicaid Children's Health Insurance Program (MCHIP) services to be rendered during the above indicated fiscal year and to be claimed to the County of Los Angeles Department of Mental Health will be in accordance the terms and conditions of the Legal Entity Agreement; and that to the best of my knowledge and belief each claim will be in all respects true, correct, and in accordance with State and federal law and regulation. I agree and shall certify under penalty of perjury that all claims for services to be provided to county mental health clients will be provided to the clients by this Legal Entity. The services will be provided in accordance with the client's written treatment plan. This Legal Entity also certifies that all information submitted to the County Department of Mental Health will be accurate and complete. I and this Legal Entity understand that payment of these claims will be from County, State and federal funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or State laws. The Legal Entity agrees to keep for a minimum period of as specified in its Legal Entity Agreement with County a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The Legal Entity agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the County of Los Angeles Department of Mental Health, California Department of Health Care Services; the Medi-Cal Fraud Unit; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, or their duly authorized representatives. The Legal Entity also agrees that services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

FURTHER, I HEREBY CERTIFY under penalty of perjury to the following: An assessment of the beneficiary will be conducted in compliance with the requirements established in the County's Mental Health Plan (MHP) contract with the California Department of Health Care Services (State DHCS). The beneficiary will be determined to be eligible to receive Medi-Cal services at the time the services are provided to the beneficiary. The services to be included in the claims during the above indicated period will actually be provided to the beneficiary. Medical necessity will be established for the beneficiary as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services to be provided, for the timeframe in which the services will be provided. A client plan will be developed and maintained for the beneficiary that meets all client plan requirements established in the County's MHP contract with the State DHCS. For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services to be included in the claim during said period, all requirements for payment authorization for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services will be met, and any reviews for such service or services will be conducted prior to the initial authorization and any re-authorization periods as established in the County's MHP contract with the State DHCS.

Date: _____ Signature: _____

Executed at _____, California

I CERTIFY under penalty of perjury that I am a duly qualified and authorized official of the herein Legal Entity claimant responsible for the examination and settlement of accounts. I further certify that this Legal Entity claimant will provide from the eligible designated funds in the Financial Summary of the Legal Entity Agreement with County, the local share of payment for Short-Doyle/Medi-Cal and/or MCHIP covered services to be included in the claims to be submitted to County during the above referenced period in order to satisfy matching requirements for federal financial participation pursuant to the Title XIX and Title XXI of the Social Security Act.

Date: _____ Signature: _____

Executed at _____, California

Please forward the completed form to the Department of Mental Health (DMH):

Los Angeles County – Department of Mental Health
Attn: Contract Development and Administration Division
550 S. Vermont Ave.,
5th Floor, RM 500
Los Angeles, CA 90020

1982 A: SHORT-DOYLE/MEDI-CAL MONTHLY CLAIM FOR REIMBURSEMENT-TREATMENT COST

Date (mm/dd/yyyy)	County Code	County	Total Actual Expenditures of Services Rendered \$
Claim File Name		Revised Claim File Name	

CERTIFICATION FOR SERVICES RENDERED:

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services in and for said claimant; that I am authorized to sign this certification on behalf of the County; that I have not violated any of the provisions of Section 1090 et. seq. of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions (W&I) Code; that the claim is based on actual, total-funds expenditures for services to eligible beneficiaries; and that to the best of my knowledge and belief this claim is in all respects true, correct, and in accordance with law. The County certifies under penalty of perjury that all claims for services provided to County mental health clients have been provided to the clients by the County; that the services were, to the best of the County's knowledge, provided in accordance with the client's written treatment plan; and that all information submitted to the Department is accurate and complete. The County understands that payment of these claims will be from federal and/or state funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or state laws. The County agrees, pursuant to Section 433.32 of Title 42, Code of Federal Regulations (CFR), to keep for a minimum of three years after the final determination of costs is made through the DHCS reconciled Cost Report settlement process and retained beyond the three-year period if audit findings have not been resolved, a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The County agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Care Services (DHCS); the Medi-Cal Fraud Unit; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives. The County further certifies under penalty of perjury that the amounts claimed herein for the Healthy Families program are only for children between the ages of one (1) year old to their nineteenth (19th) birthday who were assessed or treated for a serious emotional disturbance (SED) and that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

I FURTHER CERTIFY under penalty of perjury to the following: An assessment of the beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract with DHCS; the beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary; the services included in the claim were actually provided to the beneficiary; medical necessity was established for the beneficiary as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided; a client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract with DHCS; for each beneficiary with day rehabilitation, day treatment intensive, or Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract with the DHCS.

Date: _____ Signature: _____
Local Mental Health Director

Executed at: _____, California

CERTIFICATION FOR ACTUAL EXPENDITURES MADE BY COUNTY:

I CERTIFY under penalty of perjury that I am a duly qualified and authorized official of the herein claimant responsible for the examination and settlement of accounts; that I am authorized to sign this certification on behalf of the County; and that the information is to be used for filing a claim with the federal government for federal funds pursuant to Section 430.30 of Title 42, CFR. I understand that misrepresentation of any information constitutes a violation of federal and state law. I FURTHER CERTIFY under penalty of perjury that this claim is based on actual, total-funds expenditures made by the County of public funds that meet the requirements for claiming federal financial participation (FFP) pursuant to all applicable requirements of federal law, including Section 433.51 of Title 42, CFR, and that the expenditures claimed have not previously been, nor will they be, claimed at any other time as claims to receive FFP funds under Medicaid or any other program (unless these claims are being resubmitted after correction). I understand that the Department must deny payment of any claim submitted if it determines that the certification is not adequately supported for purposes of claiming FFP. I acknowledge that all records of funds expended are subject to review and audit by DHCS and/or the federal government and that, pursuant to Section 433.32 of Title 42, CFR, all records necessary to fully disclose the extent of services furnished to clients must be kept for a minimum of three years after the final determination of costs is made through the DHCS reconciled Cost Report settlement process and retained beyond the three-year period if audit findings have not been resolved.

Date: _____ Signature: _____
(County Auditor-Controller, City Finance Officer, or
Local Mental Health Accounting Officer)

Title: _____ Executed at: _____, California

The signed original of this form must be retained by the county mental health plan and presented upon request. This form must be converted to a PDF and transmitted along with the claim file referenced above. If you have any questions, please call the DHCS Medi-Cal Claims Customer Service Office at (916) 651-3283.

Financial Summary (Exhibit B)

LE Name: Los Angeles Unified School District
 LE No: 00315
 Fiscal Year: 2019-20

Amendment No.:
 Amendment Date:
 Agreement Period: July 1, 2019 to June 30, 2020

Agreement No:
 Fin Sum No:

A	B	C	D	E
Rank	Funded Programs	Medi-Cal Reimbursable ¹	Local Match Funds	Funded Program Amount (Gross)
Categorically Funded Programs				
1	Family Preservation Program	N		
2	Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)	N		
3	Specialized Foster Care Enhanced Mental Health Svcs Medi-Cal (MC)	Y		
4	Specialized Foster Care MAT MC	Y		
5	Specialized Foster Care TFC MC	Y		
6	Specialized Foster Care Wraparound Non-MC	N		
7	Specialized Foster Care Wraparound Invoice	N		
8	Specialized Foster Care Wraparound MC	Y		
9	DCFS Medical Hub Non-MC	N		
10	DCFS PHF MC	Y		
11	First 5 Non-MC	N		
12	First 5 Invoice	N		
13	First 5 MC	Y		
14	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N		
15	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N		
16	Project ABC South LA (SAMHSA, CFDA #93.104) Invoice	N		
17	Juvenile Justice Program (STOP) Non-MC	N		
18	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N		
19	Juvenile Justice Program (JJCPA - MST) Non-MC	N		
20	Juvenile Justice Program (JJCPA - New Directions) Non-MC	N		
21	Juvenile Justice Program (JJCPA - New Directions) MC	Y		
22	Juvenile Justice Program (COD) Non-MC	N		
23	Juvenile Justice Program (FFT) Non-MC	N		
24	Juvenile Justice Program (FFT) MC	Y		
25	Juvenile Day Reporting Center Non-MC	N		
26	Diversion Program Non-MC	N		
27	Diversion Program Invoice	N		
28	Diversion Program MC	Y		
29	ODR Diversion Programs Non-MC	N		
30	ODR Diversion Programs MC	Y		
31	CalWORKs MHS Non-MC	N		
32	CalWORKs Homeless Family Solution System Invoice	N		
33	GROW Non-MC	N		
34	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N		
35	Post-Release Community Supervision-Community Reintegration Prog Invoice	N		
36	Post-Release Community Supervision-Community Reintegration Prog MC	Y		
37	DPH Dual Diagnosis Non-MC	N		
38	DCSS Forensic Center Services Invoice	N		
39	DHS EPIC Program Non-MC	N		
40	DHS EPIC Program MC	Y		
Federal/State Revenue				
41	Federal/State Revenue MC	Y		1,820,677
Realignment Funded Programs				
42	DMH Mental Health Services Non-MC	N		
43	DMH Mental Health Services Invoice	N		
44	DMH Mental Health Services MC	Y	184,859	1,068,237
45	DMH IMD Step Down Non-MC	N		
46	DMH IMD Step Down Invoice	N		
47	DMH IMD Step Down MC	Y		
MHSA Funded Programs				
48	MHSA Full Service Partnership Non-MC	N		
49	MHSA Full Service Partnership Invoice	N		
50	MHSA Full Service Partnership MC	Y		
51	MHSA Recovery, Resiliency, & Reintegration Services Non-MC	N		
52	MHSA Recovery, Resiliency, & Reintegration Services Invoice	N		
53	MHSA Recovery, Resiliency, & Reintegration Services MC	Y	229,459	1,639,316
54	MHSA Alternative Crisis Services Non-MC	N		
55	MHSA Alternative Crisis Services Invoice	N		
56	MHSA Alternative Crisis Services MC	Y		
57	MHSA Linkage Services Invoice	N		
58	MHSA Planning, Outreach, & Engagement Non-MC	N		
59	MHSA Prevention & Early Intervention Non-MC	N		1,349,547
60	MHSA Prevention & Early Intervention Invoice	N		5,250
61	MHSA Prevention & Early Intervention MC	Y	191,996	1,345,585
Maximum Contract Amount (MCA)				\$ 7,228,612

¹Medi-Cal reimbursable (Y/N) reflects DMH program guidelines in addition to applicable state and federal regulations.

Financial Summary (Exhibit B)

LE Name: Los Angeles Unified School District
 LE No: 00315
 Fiscal Year: 2020-21

Amendment No.:
 Amendment Date:
 Agreement Period: July 1, 2020 to June 30, 2021

Agreement No:
 Fin Sum No:

A	B	C	D	E
Rank	Funded Programs	Medi-Cal Reimbursable ¹	Local Match Funds	Funded Program Amount (Gross)
Categorically Funded Programs				
1	Family Preservation Program	N		
2	Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)	N		
3	Specialized Foster Care Enhanced Mental Health Svcs Medi-Cal (MC)	Y		
4	Specialized Foster Care MAT MC	Y		
5	Specialized Foster Care TFC MC	Y		
6	Specialized Foster Care Wraparound Non-MC	N		
7	Specialized Foster Care Wraparound Invoice	N		
8	Specialized Foster Care Wraparound MC	Y		
9	DCFS Medical Hub Non-MC	N		
10	DCFS PHF MC	Y		
11	First 5 Non-MC	N		
12	First 5 Invoice	N		
13	First 5 MC	Y		
14	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N		
15	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N		
16	Project ABC South LA (SAMHSA, CFDA #93.104) Invoice	N		
17	Juvenile Justice Program (STOP) Non-MC	N		
18	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N		
19	Juvenile Justice Program (JJCPA - MST) Non-MC	N		
20	Juvenile Justice Program (JJCPA - New Directions) Non-MC	N		
21	Juvenile Justice Program (JJCPA - New Directions) MC	Y		
22	Juvenile Justice Program (COD) Non-MC	N		
23	Juvenile Justice Program (FFT) Non-MC	N		
24	Juvenile Justice Program (FFT) MC	Y		
25	Juvenile Day Reporting Center Non-MC	N		
26	Diversion Program Non-MC	N		
27	Diversion Program Invoice	N		
28	Diversion Program MC	Y		
29	ODR Diversion Programs Non-MC	N		
30	ODR Diversion Programs MC	Y		
31	CalWORKs MHS Non-MC	N		
32	CalWORKs Homeless Family Solution System Invoice	N		
33	GROW Non-MC	N		
34	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N		
35	Post-Release Community Supervision-Community Reintegration Prog Invoice	N		
36	Post-Release Community Supervision-Community Reintegration Prog MC	Y		
37	DPH Dual Diagnosis Non-MC	N		
38	DCSS Forensic Center Services Invoice	N		
39	DHS EPIC Program Non-MC	N		
40	DHS EPIC Program MC	Y		
Federal/State Revenue				
41	Federal/State Revenue MC	Y		1,820,677
Realignment Funded Programs				
42	DMH Mental Health Services Non-MC	N		
43	DMH Mental Health Services Invoice	N		
44	DMH Mental Health Services MC	Y	184,859	1,068,237
45	DMH IMD Step Down Non-MC	N		
46	DMH IMD Step Down Invoice	N		
47	DMH IMD Step Down MC	Y		
MHSA Funded Programs				
48	MHSA Full Service Partnership Non-MC	N		
49	MHSA Full Service Partnership Invoice	N		
50	MHSA Full Service Partnership MC	Y		
51	MHSA Recovery, Resiliency, & Reintegration Services Non-MC	N		
52	MHSA Recovery, Resiliency, & Reintegration Services Invoice	N		
53	MHSA Recovery, Resiliency, & Reintegration Services MC	Y	229,459	1,639,316
54	MHSA Alternative Crisis Services Non-MC	N		
55	MHSA Alternative Crisis Services Invoice	N		
56	MHSA Alternative Crisis Services MC	Y		
57	MHSA Linkage Services Invoice	N		
58	MHSA Planning, Outreach, & Engagement Non-MC	N		
59	MHSA Prevention & Early Intervention Non-MC	N		1,349,547
60	MHSA Prevention & Early Intervention Invoice	N		5,250
61	MHSA Prevention & Early Intervention MC	Y	191,996	1,345,585
Maximum Contract Amount (MCA)				\$ 7,228,612

¹Medi-Cal reimbursable (Y/N) reflects DMH program guidelines in addition to applicable state and federal regulations.

Financial Summary (Exhibit B)

LE Name: Los Angeles Unified School District
 LE No: 00315
 Fiscal Year: 2021-22

Amendment No.:
 Amendment Date:
 Agreement Period: July 1, 2021 to June 30, 2022

Agreement No:
 Fin Sum No:

A	B	C	D	E
Rank	Funded Programs	Medi-Cal Reimbursable ¹	Local Match Funds	Funded Program Amount (Gross)
Categorically Funded Programs				
1	Family Preservation Program	N		
2	Specialized Foster Care - DCFS MAT Non-Medi-Cal (Non-MC)	N		
3	Specialized Foster Care Enhanced Mental Health Svcs Medi-Cal (MC)	Y		
4	Specialized Foster Care MAT MC	Y		
5	Specialized Foster Care TFC MC	Y		
6	Specialized Foster Care Wraparound Non-MC	N		
7	Specialized Foster Care Wraparound Invoice	N		
8	Specialized Foster Care Wraparound MC	Y		
9	DCFS Medical Hub Non-MC	N		
10	DCFS PHF MC	Y		
11	First 5 Non-MC	N		
12	First 5 Invoice	N		
13	First 5 MC	Y		
14	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N		
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17	Juvenile Justice Program (STOP) Non-MC	N		
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19	Juvenile Justice Program (JJCPA - MST) Non-MC	N		
20	Juvenile Justice Program (JJCPA - New Directions) Non-MC	N		
21	Juvenile Justice Program (JJCPA - New Directions) MC	Y		
22	Juvenile Justice Program (COD) Non-MC	N		
23	Juvenile Justice Program (FFT) Non-MC	N		
24	Juvenile Justice Program (FFT) MC	Y		
25	Juvenile Day Reporting Center Non-MC	N		
26	Diversion Program Non-MC	N		
27	Diversion Program Invoice	N		
28	Diversion Program MC	Y		
29	ODR Diversion Programs Non-MC	N		
30	ODR Diversion Programs MC	Y		
31	CalWORKs MHS Non-MC	N		
32	CalWORKs Homeless Family Solution System Invoice	N		
33	GROW Non-MC	N		
34	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N		
35	Post-Release Community Supervision-Community Reintegration Prog Invoice	N		
36	Post-Release Community Supervision-Community Reintegration Prog MC	Y		
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40	DHS EPIC Program MC	Y		
Federal/State Revenue				
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46	DMH IMD Step Down Invoice	N		
47	DMH IMD Step Down MC	Y		
MHSA Funded Programs				
48	MHSA Full Service Partnership Non-MC	N		
49	MHSA Full Service Partnership Invoice	N		
50	MHSA Full Service Partnership MC	Y		
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52	MHSA Recovery, Resiliency, & Reintegration Services Invoice	N		
53	MHSA Recovery, Resiliency, & Reintegration Services MC	Y	229,459	1,639,316
54	MHSA Alternative Crisis Services Non-MC	N		
55	MHSA Alternative Crisis Services Invoice	N		
56	MHSA Alternative Crisis Services MC	Y		
57	MHSA Linkage Services Invoice	N		
58	MHSA Planning, Outreach, & Engagement Non-MC	N		
59	MHSA Prevention & Early Intervention Non-MC	N		1,349,547
60	MHSA Prevention & Early Intervention Invoice	N		5,250
61	MHSA Prevention & Early Intervention MC	Y	191,996	1,345,585
Maximum Contract Amount (MCA)				\$ 7,228,612

¹Medi-Cal reimbursable (Y/N) reflects DMH program guidelines in addition to applicable state and federal regulations.

SERVICE EXHIBIT 104-A

TARGETED CASE MANAGEMENT SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

1. GENERAL: Targeted Case Management services shall be provided by Contractor to access needed medical, educational, social, pre-vocational, vocational rehabilitative, or other needed community services for patients/clients. These services provide for the continuity of care within the mental health system and related social service systems. Services include linkage and consultation, placement and plan development.

Services shall not include skill development, assistance in daily living, or training a patient/client to access services himself/herself.

Services may be either face-to-face or by telephone with the patient/client or significant support persons and may be provided anywhere in the community.

Prior to claiming Short-Doyle/Medi-Cal (SD/MC), a service site shall be certified by State Department of Mental Health (SDMH) as a Short-Doyle/Medi-Cal Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff, as specified in the Department of Mental Health's (DMH) Guide to Procedure Codes.

The definition of a reimbursable unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the Guide to Procedure Codes.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement system.

5. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the RO/TCM Manual, for the term of this Agreement. Services shall include, but are not limited to:

A. Linkage and Consultation Services - May include, but are not limited to, the following:

- (1) Identification and pursuit of resources which are necessary and appropriate to implement the service plan;
- (2) Interagency and intra-agency consultation, communication, coordination, and referral; and
- (3) Monitoring service delivery, the service plan, and the coordination plan implementation to ensure patient/client access to services and the service delivery system.

B. Placement Services - Supportive assistance to the patient/client in the assessment, determination of need, and securing of adequate and appropriate living arrangements, including, but not limited to the following:

- (1) Locating and securing an appropriate living environment;
- (2) Locating and securing funding for patient/client (e.g., Supplemental Security Income/State Supplemental Program (SSI/SSP), Medi-Cal, and Medicare);

- (3) Pre-placement visit(s);
 - (4) Negotiation of housing or placement contracts; and
 - (5) Placement and placement follow-up.
- C. Plan Development Services - May include any or all of the following:
- (1) Development of coordination plans and/or service plans;
 - (2) Approval of plans; and
 - (3) Monitoring the patient's/client's progress.

SERVICE EXHIBIT 402
MENTAL HEALTH SERVICES
(REHABILITATION OPTION)
(MODE OF SERVICE 15)

1. GENERAL: Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the patient's/client's goals/desired results/personal milestones.

For patients/clients who are seriously emotionally disturbed children and adolescents, mental health services provide a range of services to assist the patient/client to gain the social and functional skills necessary for appropriate development and social integration.

Services may be either face-to-face or by telephone contact with the patient/client or significant support persons and may be provided anywhere in the community. In the unusual circumstance where the patient/client and/or significant other is not present, plan development activities hereunder may be provided without a face-to-face or telephone contact.

Contractor shall be certified by SDMH as a Short-Doyle/Medi-Cal Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff and staffing ratio, if any, as specified in the RO/TCM Manual.

The services to be provided hereunder are generally described in the RO/TCM Manual.

The definition of SFC unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the RO/TCM Manual.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in the Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

Patients/clients shall satisfy the Short-Doyle/Medi-Cal criteria for Medical Necessity as described in the RO/TCM Manual.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are provided is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement system.

In conformance with these provisions, Contractor shall adopt and comply with the quality improvement programs and responsibilities set forth in the DMH's Quality Management Plan. Contractor shall maintain a copy of the DMH's Quality Management Plan. A copy of Contractor's procedures to comply with DMH's Quality Management Plan shall be submitted to DMH's Standards and Records Division staff for review prior to Contractor's submission of any billings for services hereunder.

5. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with the Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the RO/TCM Manual, for the term of this Agreement. Services shall include, but are not limited to:

- A. Assessment;
- B. Evaluation;
- C. Collateral;

- D. Therapy (Individual, Group, Family);
- E. Rehabilitation services, including, but not limited to, assistance in restoring or maintaining a patient's/client's or group of patients'/clients' functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance, development of support systems; counseling of the patient/client and/or family; training in leisure activities integral to achieving the patient's/client's goals/desired results/personal milestones; and medication education; and
- F. Plan development, including, but not limited to, development of coordination plans or service plans, approval of plans, verification of medical necessity, and monitoring of the patient's/client's progress.

SERVICE EXHIBIT 403
MEDICATION SUPPORT SERVICES
(REHABILITATION OPTION)
(MODE OF SERVICE 15)

1. GENERAL: Medication support services shall include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness, which are provided by a staff person within the scope of practice of his/her profession.

Services may be either face-to-face or by telephone with the patient/client or significant support persons and may be provided anywhere in the community.

Contractor shall be certified by SDMH as a Short-Doyle/Medi-Cal Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff and staffing ratio, if any, as specified in the RO/TCM Manual.

The services to be provided hereunder are generally described in the RO/TCM Manual.

The definition of SFC unit for purposes of determining the number of units of services provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the RO/TCM Manual.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in the Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

Patients/clients shall satisfy the Short-Doyle/Medi-Cal criteria for Medical Necessity as described in the RO/TCM Manual.

3. COUNTY'S PRESCRIPTION AUTHORIZATION TRACKING SYSTEM: Except as otherwise provided in this Paragraph 3 or County policy, County agrees to pay for prescriptions generated through County's Prescription Authorization Tracking System (hereafter "PATS") by Contractor and other contractors participating in PATS. Payment shall be made from County's central pool of funds budgeted under PATS. Prescriptions under PATS shall be only for medications listed on DMH's Medication Formulary or approved in writing by DMH's Medical Director or his authorized designee (hereafter collectively "medications") and shall be prescribed by Contractor's medical staff for treatment of eligible patients/clients. Such prescriptions shall be filled by pharmacies under contract to DMH to provide pharmacy services. A list of participating pharmacies is maintained by County, and a copy of such list has been provided to Contractor prior to the execution of this Agreement.

Payment for prescriptions under PATS shall be made by County's Auditor-Controller directly to participating pharmacies. If the cost of all medications prescribed by Contractor and other contractors participating in PATS exceeds the budgeted funds in County's central pool for PATS, then County shall bill Contractor for Contractor's portion of the dollar amount of such costs which is in excess of the budgeted funds in the central pool. The amount of such bill to Contractor shall be determined by County and shall be based on Contractor's pro rata usage of the budgeted funds in the central pool. The amount of such bill to Contractor shall be: (1) paid by Contractor to County by cash payment within thirty days of the date of such bill and/or (2) at the sole discretion of Director, deducted from any amounts due from County to Contractor whether under this Agreement or otherwise.

4. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

5. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH

policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement system.

In conformance with these provisions, Contractor shall adopt and comply with the quality improvement programs and responsibilities set forth in the DMH's Quality Management Plan. Contractor shall maintain a copy of the DMH's Quality Management Plan. A copy of Contractor's procedures to comply with DMH's Quality Management Plan shall be submitted to DMH's Standards and Records Division staff for review prior to Contractor's submission of any billings for services hereunder.

6. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the RO/TCM Manual, for the term of this Agreement. Services shall include, but are not limited to:

- A. Prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness;
- B. Evaluation of the need for medication, clinical effectiveness and the side effects of medication;
- C. Obtaining informed consent;
- D. Medication education, including, but not limited to, discussing risks, benefits and alternatives with the patient/client or significant support persons; Drugs and laboratory tests related to the delivery of these services; and Plan development related to the delivery of these services.

SERVICE EXHIBIT 404-A
CRISIS INTERVENTION SERVICES
(REHABILITATION OPTION)
(MODE OF SERVICE 15)

1. GENERAL: Crisis intervention services are a quick emergency response that may enable a patient/client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the patient's/client's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. These services do not include crisis stabilization services, as described in the Guide to Procedure Codes, which are provided in a licensed twenty-four hour health facility or hospital-based outpatient program.

Services may be either face-to-face or by telephone with the patient/client or significant support person and may be provided anywhere in the community.

Staff providing the service must be operating out of a site that is certified by State Department of Mental Health (SDMH) as a Short-Doyle/Medi-Cal (SD/MC) Mental Health Rehabilitation Provider.

In addition to the other staffing requirements of this Agreement, Contractor shall assure that these services are provided with the minimum qualified staff as specified in the Guide to Procedure Codes.

The services to be provided hereunder are generally described in the Guide to Procedure Codes.

The definition of SFC unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in the Guide to Procedure Codes.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas as identified on the

Service Delivery Site Exhibit and who either are referred to Contractor by Director or voluntarily apply for and receive services with the subsequent consent of Director.

Patients/clients shall satisfy the Short-Doyle/Medi-Cal criteria for Medical Necessity as described in the RO/TCM Manual.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, HIPAA, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement.

5. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and the Guide to Procedure Codes, for the term of this Agreement. Services shall include, but are not limited to:

- A. Assessment;
- B. Collateral; and
- C. Individual Therapy.

SERVICE EXHIBIT 406-A
THERAPEUTIC BEHAVIORAL SERVICES
(MODE OF SERVICE 15)

1. **GENERAL**: Therapeutic Behavioral Services (TBS) are supplemental specialty mental health services covered under the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) benefit. TBS is an intensive one-to-one, short-term outpatient treatment intervention for children and youth with serious emotional disturbance, who are experiencing a stressful transition or life crisis and need additional short-term support to prevent placement in a group home of Rate Classification Level (RCL) - 12 through 14 or a locked facility for the treatment of mental health needs, including acute care; or to enable a transition from any of those levels to a lower level of residential care.

Medical necessity criteria must be met for reimbursement of specialty mental health services through the Medi-Cal Program. There must be a diagnosis identified in the California Code of Regulations (CCR), Title 9, Chapter 11, 1830.205 (see Appendix 2). A detailed description of these diagnosis may be found in the Diagnostic and Statistical Manual of Mental Health Disorders, (DSM), published by the American Psychiatric Association. In addition, there must be impairment as a result of the mental disorder, an intervention that addresses the impairment, and there must be an expectation that the intervention will significantly diminish the impairment or prevent deterioration, or allow for individually appropriate developmental progress.

Specific criteria for medical necessity for MHP specialty mental health services reimbursement for eligible beneficiaries under 21 years of age are identified in CCR, Title 9, Chapter 11, 1830.210.

A “Specialty Mental Health Service” must be one of the following as defined by California Code of Regulations:

- (a) Rehabilitative Mental Health Services, including:
 - (1) Mental health services;
 - (2) Medication support services;

- (3) Day treatment intensive;
- (4) Day rehabilitation;
- (5) Crisis intervention;
- (6) Crisis stabilization;
- (7) Adult residential treatment services;
- (8) Crisis residential treatment services;
- (9) Psychiatric health facility services;
- (b) Psychiatric Inpatient Hospital Services;
- (c) Targeted Case Management ;
- (d) Psychiatric Services;
- (e) Psychologist Services;
- (f) EPSDT Supplemental Specialty Mental Health Services; and
- (g) Psychiatric Nursing Facility Services.

The interventions are provided to address an immediate and specific need (behaviors or symptoms) in the child or youth's life that place the child or youth at risk of placement at a higher level of residential care or to enable a transition from any of those levels to a lower level of residential care. TBS should be terminated once the behaviors or symptoms have been resolved or reduced to an acceptable level and no additional behaviors or symptoms that place the child or youth at risk have been identified. TBS must be therapeutic in nature. TBS are not reimbursable when the services are **solely** for the convenience of the family or other caregivers, physician or teacher; to provide supervision or to assure compliance with terms and conditions of probation; to ensure the child/youth's physical safety or the safety of others, e.g., suicide watch; or address conditions that are not part of the child/youth's mental health condition. TBS are also not reimbursable for children/youth who can sustain non-impulsive self-directed behavior, handle themselves appropriately in social situations with peers, and who are able to appropriately handle transitions during the day; for children/youth who will never be able to sustain non-impulsive self directed behavior and engage in appropriate

community activities without full-time supervision; when the beneficiary is an inpatient of a hospital, psychiatric health facility, nursing facility, IMD, or crisis residential program. Caution must be taken, even with medically necessary TBS, to ensure that counter-productive dependency is not fostered.

Contractor must meet the organizational provider qualifications established in CCR, Title 9, Chapter 11, Section 1810.435. Contractor shall be certified by Los Angeles County - Department of Mental Health (LAC-DMH) as a Short-Doyle/Medi-Cal Mental Health Provider and meet the statewide provider selection criteria specified in CCR, Title 9, Chapter 11 Section 1810.435.

Contractor must attend monthly TBS providers' meetings facilitated and scheduled by LAC-DMH.

The definition of Service Function Code (SFC) unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director. Billing restrictions for these services shall apply as set forth in SDMH LETTER No. 99-03 and DMH Information Notice 03-01.

2. **PERSONS TO BE SERVED**: To qualify for Medi-Cal reimbursement for this service, a child/youth must meet the following criteria:

- A. Eligibility for TBS – Individual must:
 - 1) Be a full-scope Medi-Cal beneficiary, under the age of 21 years;
 - 2) Meet Medi-Cal Necessity criteria as defined in CCR Title 9, Chapter 11, Section 1830.210.
- B. Be a member of the Certified Class:
 - 1) Child/youth is placed in a group home facility of RCL 12 or above and/or a locked treatment facility for the treatment of mental health needs, which is not an IMD. Placement in an IMD disqualifies child/youth from receiving federally reimbursed Medi-Cal Services;
 - 2) Child/youth is being considered by the County for placement in a facility described in 1 above;

- 3) Child/youth has undergone at least one emergency psychiatric hospitalization related to their current presenting disability within the preceding 24 months;
 - 4) Child/youth previously received TBS while a member of the certified class.
3. **STAFFING**: Individuals who assess beneficiaries to determine the need for TBS and individuals who provide direct TBS interventions must meet the requirements of the Judgment and Permanent Injunction in Emily Q v. Bonta, which requires that TBS providers have training in behavior analysis with an emphasis on positive behavioral interventions. Individuals who assess beneficiaries must meet the requirements of a Licensed Practitioner of the Healing Arts (LPHA).
4. **SUPERVISION**: Contractor will ensure that staff providing direct TBS will receive, at a minimum, 1 hour a week of individual supervision, and group supervision twice each month. Additionally, contractor will ensure that staff delivering TBS have access to a supervisor at all times during which they are actively delivering TBS.
5. **SERVICE DELIVERY SITE(S)**: Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/ Addenda. Contractor shall obtain the prior written consent of Director at least sixty days before terminating services at such location(s) and/or before commencing such services at any other location(s).
6. **QUALITY IMPROVEMENT**: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures. Contractor shall establish and maintain a complete and integrated quality improvement system.
7. **PROGRAM ELEMENTS AND SERVICES**: Contractor shall provide services to patients/clients in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, and DMH Letter No. 99-03, DMH Information

Notice No: 02-08 and DMH Information Notices: 00-03, and 03-01 for the term of this Agreement. Services shall include, but are not limited to:

A. Critical, short-term supplemental support services for full-scope Medi-Cal children/youth for whom other intensive specialty mental health Medi-Cal reimbursable interventions and potentially in some cases, other human services alone, have not been, or are not expected to be, effective without additional supportive services;

B. A written service plan for each child/youth receiving TBS is provided as one component of an array of specialty mental health services defined in the coordination plan. The client's progress towards the goals and objectives in the service plan shall be reviewed at least monthly and shall include a transition plan to decrease or discontinue services when they are no longer needed. Contractor shall notify State DMH and County DMH of the provision of TBS within 30 days of inception of the service and quarterly thereafter. The person providing Therapeutic Behavioral Services shall be a licensed practitioner of the healing arts or trained staff under the supervision of a licensed practitioner of the healing arts, and shall be available on-site to provide individualized one-to-one behavioral assistance and interventions to accomplish outcomes specified in the TBS service plan;

C. For services to children/youth who, without TBS, would require a more restrictive level of residential care, services shall be designed to:

1. Prevent placement of the child/youth in a more restrictive residential level of care for children/youth at imminent risk or expected to be at imminent risk of removal from the home or residential placement; or

2. Enable placement of the child/youth in a less restrictive residential level, such as enabling a discharge from acute care, a step down from a group home to a foster home or return to natural home, etc.

D. Assisting the child/youth to engage in, or remain engaged in, appropriate activities;

E. Helping to minimize the child's/youth's impulsive behavior;

- F. Helping to increase the child's/youth's social and community competencies by building or reinforcing those daily living skills that will assist the child/youth in living successfully at home and in the community;
- G. Providing immediate behavioral reinforcements;
- H. Providing time-structuring activities;
- I. Preventing inappropriate responses;
- J. Providing cognitive behavioral approaches, such as cognitive restructuring, use of hierarchies, and graduated exposure; and
- K. Collaborating with and support for the family caregivers' efforts to provide a positive environment for the child.
- L. TBS is delivered face-to-face by the provider to the child or youth for whom the services are authorized.
- M. TBS involves proactive interventions, not general supervision.
- N. TBS must be provided in a manner that decreases the need for TBS and does not foster dependency.
- O. TBS staff providing TBS to a child or youth may not provide services to another child or youth during the same period authorized for TBS.
- P. Transporting a child or youth is not a reimbursable TBS service. Accompanying a child or youth who is being transported may be reimbursable, depending on the specific circumstances.
- Q. TBS is not intended to supplant the child or youth's other mental health services provided by other mental health staff.
- R. Direct TBS providers delivering TBS in group homes may not be counted in the group home ratio, during the same time they are delivering TBS.
- S. Direct TBS providers delivering TBS at day treatment intensive or day rehabilitation sites may not be counted in the day treatment intensive or day rehabilitation staffing ratio.
- T. Staff providing TBS are not authorized to provide seclusion.

8. **TBS DOCUMENTATION:**

A. TBS Assessment: Initial and on-going assessments of the need for TBS may be accomplished through the **TBS Supplemental Assessment Form** specifically targeted to determining whether TBS is needed. Consistent with DMH Letter No. 99-03, Section III, "Criteria for Medi-Cal Reimbursement for Therapeutic Behavioral Service", an assessment for specialty mental health services, either focused on TBS or with TBS consideration as a component, must be comprehensive enough to identify that the child or youth meets medical necessity criteria, is a full-scope Medi-Cal beneficiary under 21 years of age, and is a member of the certified class; that there is a need for specialty mental health services in addition to TBS; and that the child or youth has specific behaviors and/or symptoms that require TBS.

The **TBS Supplemental Assessment Form** must:

- Identify the child or youth's *specific* behaviors and/or symptoms that jeopardize continuation of the current residential placement or the *specific* behaviors and/or symptoms that are expected to interfere when a child or youth is transitioning to a lower level of residential placement.

- Describe the critical nature of the situation, the severity of the child or youth's behaviors and/or symptoms, what other less intensive services have been tried and/or considered, and why these less intensive services are not or would not be appropriate.

- Provide sufficient clinical information to demonstrate that TBS is necessary to sustain the residential placement or to successfully transition to a lower level of residential placement and can be expected to provide a level of intervention necessary to stabilize the child or youth in the existing residential placement or to address behaviors and/or symptoms that jeopardize the child or youth's transition to a lower level of care.

- Identify what changes in behavior and/or symptoms TBS is expected to achieve and how the child's therapist or treatment team will know when these services have been successful and can be reduced or terminated.

- Identify skills and adaptive behaviors that the child or youth is using now to manage the problem behavior and/or is using in other circumstances that could replace the specified problem behaviors and/or symptoms.

Concrete identification of behaviors and interventions in the assessment process is the key component necessary to developing an effective TBS service plan.

The MHP may conditionally authorize/approve the provision of TBS for a maximum of 30 calendar days when class membership cannot be established for child/youth. This may be done:

- Up to 30 days or until class membership is established, whichever comes first; and
- When the child/youth presents with urgent or emergency conditions that jeopardize his/her current living arrangement.

Documentation must include evidence that TBS is medically necessary and the most appropriate level of service available to address the child/youth's mental health condition.

B. TBS Service Plans: A TBS service plan is a separate service plan for the delivery of TBS. The TBS service plan is intended to provide clinical direction for one or a series of short-term intervention(s) to address very specific behaviors and/or symptoms of the child or youth as identified by the assessment process. TBS service plans must include:

- Clearly specified targeted behaviors and/or symptoms that jeopardize the residential placement or transition to a lower level of residential placement and that will be the focus of TBS.
- A specific plan of intervention for each of the targeted behaviors or symptoms identified in the assessment and the service plan.
- A specific description of the changes in the behaviors and/or symptoms that the interventions are intended to produce, including a time frame for these changes.
- A specific way to measure the effectiveness of the intervention at regular

intervals and documentation of changes in planned interventions when the original plans are not achieving expected results.

- A transition plan that describes in measurable terms how and when TBS will be decreased and ultimately discontinued, either when the identified benchmarks (which are the objectives that are met as the beneficiary progresses towards achieving service plan goals) have been reached or when reasonable progress towards goals is not occurring and, in the clinical judgment of the individual or treatment team developing the plan, are not reasonably expected to be achieved. Additionally, the TBS service plan will address assisting parents/caregivers with skills and strategies to provide continuity of care when TBS is discontinued.

- As necessary, a plan for transition to adult services, when the beneficiary turns 21 years old and is no longer eligible for TBS. This plan will also address assisting parents/caregivers with skills and strategies to provide continuity of care when TBS is discontinued, when appropriate in the individual case.

- If the beneficiary is between 18 and 21 years of age, notes regarding any special considerations that should be taken into account, e.g., the identification of an adult case manager.

C. TBS Service Plan Addendum: A service plan addendum or other mechanism should be used to document the following situations:

- There has been **significant** changes in the child/youth's environment or circumstances since the initial development of the TBS service plan.

- The TBS provided to the child/youth has not been effective and the child or youth is not making progress as expected towards identified goals. In this situation, there must be documented evidence in the chart and any additional information from the provider indicating that which alternatives have been considered, and that the requested additional hours/days for TBS are based on the documented expectation that the additional time will be effective.

D. TBS Progress Notes: TBS Progress notes should clearly document the

occurrence of the specific behaviors that threaten the stability of the current placement or interfere with the transition to a lower level of residential placement, and which are the result of the covered mental health diagnosis, and the interventions provided to ameliorate those behaviors/symptoms.

Progress Note Guidelines

For the substantiation of all mental health services it is critical to maintain documentation that is **clear, concise** and **succinct**.

All TBS Progress notes should include the following:

- **DATE**: The date of service must be documented for all services rendered.
- **LEGIBILITY**: Charting must be legible, including the legibility of provider's signature and professional credentialing.
- **INTERVENTION**: Each progress note must document key clinical decisions and interventions that are directed to the TBS goals of the child/youth.
 - Documentation must reflect interventions that are consistent with the TBS client plan.
 - Documentation must identify clinical interventions provided that are designed to change or eliminate maladaptive behaviors and increase adaptive behaviors (not provided solely for the convenience of the family or other caregivers, physician, teacher, or staff).
 - Documentation must focus on identified target behaviors.
 - Documentation must identify child/youth's receptivity/response to interventions.
 - TBS documentation should not address conditions that are not part of the identified child/youth's mental health condition.
- **SIGNATURE**: A signature (or electronic equivalence) of the staff

providing the service, including their clinical license, professional degree, or job title (if staff member is licensed, clinical license, such as LCSW, MD, MFT, etc., must be included).

- **TIMELINESS/FREQUENCY:** Records should include a corresponding note for every TBS service contact including, but not limited to:
 - Direct one-to-one TBS service
 - TBS Supplemental Assessment and/or Reassessment
 - TBS Collateral contact (see CCR Title 9 Section 1810.206)
 - TBS Service Plan or Client Care Coordination Plan or its documented review/updates

Progress notes must include a comprehensive summary covering the time TBS services are provided, but need not document every minute of service time.

9. **COORDINATION BETWEEN TBS AND OTHER SERVICES:** TBS may only be provided to children and youth who are also receiving other specialty mental health services; therefore, there is a potential for the child or youth to be receiving TBS at the same time and location that the child or youth is participating in other programs. The potential for overlap presents both a risk and an opportunity. There is an opportunity to provide a blended array of complementary services to a child or youth as long as the purpose, roles and responsibilities of each program and provider remain distinct enough to provide a clear audit trail. All specialty mental health services, including TBS, must be identified as the appropriate intervention necessary to support the beneficiary's efforts in attaining the objectives necessary to achieving the goals of their service plan(s).

The following information should be considered in situations where there is a risk of confusion about program functions and provider roles:

- The role of the staff providing TBS is to implement the TBS service plan by providing the interventions addressing the specific problem behaviors and/or

symptoms TBS is intended to resolve.

- TBS is delivered face-to-face by one provider to the child or youth for whom the services are authorized.

- TBS involves proactive interventions, not general supervision.

- TBS must be provided in a manner that decreases the need for TBS and should not foster dependency.

- TBS staff providing TBS to a child or youth may not provide services to another child or youth during the time period authorized for TBS.

- Transporting a child or youth is not a reimbursable TBS activity. Accompanying a child or youth who is being transported may be reimbursable, depending on the specific circumstances.

- TBS is not intended to supplant the child or youth's other mental health services provided by other mental health staff. For example, TBS staff activities are not reimbursable as TBS, if the TBS staff "fills in" in the absence of a case manager to work with the child or youth on aspects of their mental health that are not the behaviors and/or symptoms TBS is expected to address. TBS must be clearly differentiated from other mental health services as stabilizing a situation in which a child or youth is at risk of placement in an RCL 12 to 14 group home or a locked facility for the treatment of mental health needs or to enable a transition from any of those levels to a lower level of residential care.

- Direct TBS providers delivering TBS in group homes may not be counted in the group home staffing ratio. The TBS provider's function must be clearly differentiated. When the child or youth is a resident of the group home, the child or youth continues to be considered part of the group home census.

- Direct TBS providers delivering TBS at day treatment intensive or day rehabilitation sites may not be counted in the day treatment intensive or day rehabilitation-staffing ratio. The TBS provider's function must be clearly differentiated. If the child or youth is receiving day treatment intensive or day rehabilitation as part of the

child or youth's service plan, that child or youth would continue to be counted as an attendee in the day program. For example, if 24 clients are in a day treatment intensive program, three qualified staff are required to fulfill the staff-to-client ratio (1:8). If one of those 24 clients is also receiving TBS services during some or all of the day treatment intensive hours, the TBS staff may not be included in the day treatment intensive staff-to-client (1:8) ratio. There must be a total of four staff present during the time TBS is being delivered—one for TBS and three for day treatment intensive.

- It is expected that the direct TBS provider would have contact with the child or youth's parents/caregivers. The TBS provider would be delivering "collateral TBS" when working with the caregiver towards the goals of the child or youth's TBS service plan. Direct TBS providers providing collateral service activities as part of TBS must ensure that the collateral contact meets the requirements of Title 9, CCR, Sections 1810.206 and 1840.314. The contact must be with individuals identified as significant in the child or youth's life and be directly related to the needs, goals and interventions of the child or youth as identified on the TBS service plan.

- Staff providing TBS are not authorized to provide seclusion. Staff providing TBS will follow requirements regarding restraint that are applicable to the setting.

10. **DISTINCTION BETWEEN TBS AND OTHER ONE-TO-ONE SERVICES:** One-to-one services available in other settings or through other service delivery systems may focus on some of the same problem behaviors and or use some of the same interventions as TBS. At times, TBS is requested or authorized for use in the same settings or to achieve similar goals. In those cases, distinctions must be made as to the purpose of the service to prevent overlap of services, duplicate billing and confusion for both the beneficiary and the beneficiary's support system. Below are specific distinguishing characteristics among one-to-one services, particularly those that may be provided in group homes or foster homes, and schools.

- The role of caregivers and staff providing TBS are different. Caregivers

such as foster parents or group home staff are responsible for the daily care and supervision of the child or youth. The staffs providing TBS are responsible for providing mental health interventions to address the behaviors and/or symptoms identified by the TBS service plan.

- The role of education staff providing services pursuant to an Individualized Education Plan (IEP) and the role staff providing TBS interventions are different. The education staff are responsible for addressing behaviors that interfere with the child or youth's educational goals or that interfere with the rights of other students to an appropriate learning environment. TBS staff are responsible for providing short-term therapeutic interventions necessary to address the behaviors and/or symptoms identified by the TBS service plan that jeopardize continued placement in their current living arrangement or jeopardize transition to a lower level of residential placement. One-to-one services provided through the education system may be planned as long-term services. TBS must be planned as a short-term service and may not be used solely for the purposes of maintaining a child or youth in a school. In addition, TBS is not reimbursable when TBS staffs attend IEP meetings focused on the child or youth's education goals.

- Activities that primarily involve passive observation of behavior would not generally be appropriate TBS strategies. Passive observation may be appropriate in limited circumstances, e.g., to gather information that will increase the likelihood of successfully implementing a reward and consequence plan for specific problem behaviors or to provide the final evaluation when the child or youth is being transitioned from TBS.

- One-to-one training in activities of daily living (ADLs) is different from TBS interventions. ADL training focuses on teaching skills appropriate to the skill and developmental level of a child or youth to enable maximum independence and self-care. TBS interventions are focused on ameliorating problem behaviors that interfere with the child or youth using these skills effectively.

SERVICE EXHIBIT 501-A

OUTREACH SERVICES

(MODE OF SERVICE 45)

1. GENERAL: Outreach services are delivered in the community-at-large to special population groups, to human services agencies, and to individuals and families who are not patients/clients of the mental health system. The intent of these services is to enhance the mental health of the general population, to prevent the onset of mental health problems in individuals and communities, and to assist those persons experiencing stress who are not reached by traditional mental health treatment services to obtain a more adaptive level of functioning. Outreach services are either community-related (Mental Health Promotion Services) or individual-related (Community Client Services).

The services to be provided hereunder are generally described in the CR/DC Manual, Chapter I (Introduction).

The definition of Service Function Code (SFC) unit for purposes of determining the number of units of service provided by Contractor hereunder shall be as established by Director.

2. PERSONS TO BE SERVED: Contractor shall provide services to the target population as identified in Contractor's Negotiation Package/Addenda who reside primarily within Los Angeles County Mental Health Service Areas identified on the Service Delivery Site Exhibit and who either are referred to Contractor by Director or who request outreach services.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and in the Contractor's Negotiation Package/Addenda. Contractor shall obtain the prior written consent of Director at least seventy (70) days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. PROGRAM ELEMENTS AND SERVICES: Contractor shall provide services to

the community (Mental Health Promotion Services) and/or individuals (Community Client Services) in accordance with Contractor's Negotiation Package and any addenda thereto, as approved in writing by Director, for the term of this Agreement. Services shall include, but are not limited to:

A. Mental Health Promotion Services: Services shall be directed toward (1) enhancing and/or expanding agencies' or organizations' knowledge and skills in the mental health field for the benefit of the community-at-large or special population groups, and (2) providing education and/or consultation to individuals and communities regarding mental health service programs in order to prevent the onset of mental health problems. Services shall include, but are not limited to:

(i) Contact with school personnel, residential care providers, criminal justice system personnel, and others, in regard to meeting the mental health needs of the populations they serve;

(ii) Providing classes (such as parenting and drug abuse) requested by local schools, law enforcement agencies, and others, to high-risk, minority adolescents;

(iii) Participation in the organization of community advisory committees regarding local mental health needs; and

(iv) Training individuals, human service organizations, and others on how residents may be better informed of services available at their local mental health center.

B. Community Client Services: Services shall be directed toward: (1) assisting individuals and families for whom no case record can be opened to achieve a more adaptive level of functioning through single contact or occasional contact, and (2) enhancing or expanding the knowledge and skills of human services agency staff in meeting the needs of mental health patients/clients. Services shall include, but are not limited to:

(i) Contact with school personnel, residential care providers, criminal justice system personnel, and others, in regard

to specific mental health problems of individual patients/clients within their target population;

(ii) Presentations that import principles of sound mental health to high risk populations experiencing symptoms that, if unattended, could lead to the need for mental health treatment;

(iii) Providing leadership in organizing self-help type support groups within an existing human services program or agency; and

(iv) Home or field visits to underserved populations who cannot or are unwilling to avail themselves to mental health services.

SERVICE EXHIBIT 1039

EARLY INTERVENTION EVIDENCE-BASED PROGRAMS
FOR CHILDREN AND TRANSITION AGE YOUTH (TAY) AGES 0-21

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

MODES OF SERVICE (15 and 45)

1. GENERAL

- 1.1 Early Intervention, Evidence-Based Programs (Program) services identified in Section 1.2) are specialized mental health services delivered by clinical staff, as part of multi-disciplinary treatment teams. The intent of the Program model is to 1) identify young children (ages 0-5), children (ages 6-15), and/or Transition Age Youth (TAY), (ages 16-20), who have experienced or have been exposed to or experienced traumatic events such as child sexual abuse, domestic violence, traumatic loss, and/or who are diagnosed with or experiencing difficulty related to symptoms such as Post-Traumatic Stress Disorder (PTSD), depression, anxiety, or co-occurring disorders, and 2) provide early intervention mental health services to reduce the impact of the identified symptoms. Specifically, the focus of the early intervention model is 1) to reduce trauma related symptoms and/or substance abuse, increase resilience, increase peer and parental support for young children/children/TAY, and 2) improve access to mental health services for those who are underserved either because they are unaware of available services or because they may be reluctant to access services due to stigma and/or discrimination. The Program services to be provided hereunder are described in Contractor's/Provider's (Contractor's) Proposal/Negotiation Package for the Legal Entity Agreement (Agreement), including any addenda thereto, as approved in writing by the Director of Mental Health.
- 1.2 Specific EBP Program to be implemented by Contractor includes the following: (check appropriate EBP):
- Child-Parent Psychotherapy
 - Cognitive Behavioral Intervention for Trauma in Schools (CBITS)
 - Cognitive Behavioral Therapy (CBT) for Major Depression for Children

and TAY

- Seeking Safety for TAY
- Trauma Focused Cognitive Behavioral Therapy (TF-CBT)
- Triple P Positive Parenting Program
- Other: _____
- Other: _____

2. PERSONS TO BE SERVED

2.1 The Program shall target its services towards young children, children, and/or TAY and/or their parents/caregivers. The Program is intended as an early intervention for young children/children/TAY who may be at risk for acting-out or who are diagnosed with or at risk of any number of mental health symptoms associated with depression, anxiety, psychological trauma, or co-occurring disorders, and is intended particularly to those individuals who are not currently receiving mental health services.

2.2 For each EBP treatment team identified in Section 1.2, it is estimated that _____ individuals and their families can be served annually per minimum Program team.

3. SERVICE DELIVERY SITE

Services shall be delivered at the service delivery sites listed in the Agreement. Contractor shall request approval from the Department of Mental Health (DMH) Program Manager in writing a minimum of 60 days before terminating services at any of the location(s) listed on its Agreement and/or before commencing services at any other location(s) not previously approved in writing by the DMH Program Manager. All service delivery sites listed on the Contractor’s contract shall be operational within 30 days of the commencement of the Agreement or Agreement amendment.

4. PROGRAM ELEMENTS AND SERVICES

Contractor shall provide the following services:

4.1 Culturally and Linguistically Appropriate Services. Services shall be delivered by professional staff that have similar cultural and linguistic backgrounds to those of the client population(s) being served. Contractors shall understand and utilize the strengths of culture in service delivery and incorporate the languages and

cultures of their clients into the services that provide the most effective outcomes. If a Contractor elects to deliver specialized linguistically appropriate services through a subcontract agreement [refer to Agreement paragraph on Subcontracting] then Contractor shall ensure that individuals providing these services are participating members of multi-disciplinary teams.

4.2 Program Model. The Program is an empirically based and research proven treatment model, which is effective for resolving symptoms of PTSD, depression, anxiety, behavioral difficulties, substance abuse, and/or other problems related to trauma. Specifically, vis-à-vis group therapy sessions, complimented by individual and parent/collateral therapy sessions, during which Program techniques are implemented and reinforced, participants evidenced a significant improvement in behavioral and mental health symptoms. The Program may incorporate psychoeducation and parent education, relaxation training, cognitive therapy, real-life exposure, affective modulation, and/or social problem solving skills.

4.3 Outpatient Mental Health Services. The Program model identified above, may be offered via usual outpatient modes of service listed below. Some services such as medication support or crisis intervention, which are not formal aspects of the Program curricula, may also be offered during the course of treatment in order to provide for emergent client needs. However, clients requiring additional care extending beyond completion of the Program curriculum should be referred to specialty mental health services for longer term or more intensive interventions. Contractors retain clinical responsibility for such cases until they are successfully transitioned. All Outpatient Mental Health Services should be implemented by staff who reflect the community's cultural, ethnic and language characteristics.

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

4.3.2 Collateral. Collateral sessions with parents or caregivers are scheduled

parallel to the child's individual sessions. These sessions may occur weekly at the onset of treatment and taper over the course therapy, as the clinician transitions from the parallel individual and collateral sessions to conjoint parent-child sessions. In those situations where on-going contact with individual parents/caregivers is desirable, then the family should be transitioned to a more intensive service. Clinical tasks include completing the intake assessment, psychoeducation and developing parenting skills, completing screenings and outcome measures, and treatment referrals.

- 4.3.3 Family Therapy. Services are provided for families utilizing the Program curricula. As with most PEI interventions, family therapy is a component of the Program curricula. In most instances, family therapy is short-term and should terminate following the completion of the Program curricula. These services include developing diagnoses, treatment planning, and the provision of the Program curricula.
- 4.3.4 Assessment. Services are provided at intake and other critical junctures during the Program curricula in order to ascertain progress. Clinical tasks include intake assessment, screenings, and on-going clinical assessment of treatment outcomes.
- 4.3.5 Case Management. This service is meant for clients in order to keep them engaged with treatment or connected with other ancillary services. Clinical tasks include referral and linkage to specialty mental health services. Contractor will identify appropriate referrals to those patients that are in need of a longer term or more intensive treatment. In these situations, Contractor will retain clinical responsibility for such cases until they are successfully transitioned into the appropriate setting.
- 4.3.6 Crisis Intervention. This service is available for situations where immediate action is necessary to help families manage crises. Clinical tasks include brief assessment or screenings, crisis intervention protocols, and treatment referrals.
- 4.3.7 Medication Support. This service is available for situations where a child has been identified with a disorder amenable to psychotropic medication. Medication support can work in conjunction with the other services above.

Clinical tasks include prescribing, administering, and dispensing medications, and assessment of medication effects.

4.3.8 Team Conferencing/Case Consultation. This service is available to assist in treatment planning, supervision, and fidelity adherence procedures. Clinical tasks include clinical case consultation, team conferencing, and fidelity control procedures.

4.4 Community Outreach Services (COS). Some aspects of the Program curricula identified above, particularly those components related to prevention (when there is no open mental health episode or identified client) may be offered via COS as listed below. It is vitally important that any agency engaging in COS should do so in a manner that is appropriate and respectful of a community's cultural diversity. This means that staff providing outreach services should reflect the service recipients' and service areas' cultural, ethnic and language characteristics.

4.4.1 Community Client Services (CCS). CCS services may include the provision of Program curricula to individuals or groups in instances where there is no identified client(s) or open mental health episode(s). CCS services are primarily preventative in nature but may also constitute an early intervention in some cases. Should a Contractor find that extended or more intensive services are required, then the client(s) should be transitioned into a more appropriate service. Clinical Tasks include screening clients, provision of the Program parenting groups, and referral to specialty mental health services.

4.4.2 Mental Health Promotion (MHP). MHP activities are directed at addressing and removing the barriers of mental health stigma and discrimination. The goal of MHP is to educate groups of individuals on the benefits of mental health treatment in a manner that is consistent and respectful of diverse cultures. Clinical Tasks include outreach and engagement strategies and activities directed at informing un-served, under-served and inappropriately-served ethnic minority populations, about the services available through the Program.

5. SERVICE GOALS AND OUTCOMES

As a result of the transformation of mental health services, early intervention services

will be offered. “Early Intervention” is defined as intervention directed toward individuals and families/caregivers for who a short duration (usually less than one year) of relatively low-intensity intervention is appropriate. Such “Early Intervention” includes between 10-50 Program services separate from other supportive, medically necessary services such as assessments, medication support, targeted case management, and crisis intervention as described in Section 4.3 (Outpatient Services), and should measurably improve a mental health problem or concern very early in its manifestation, thereby avoiding the need for more extensive mental health treatment or services, or to prevent a mental health problem from getting worse. The following outcomes may be identified for Program services:

Program Outcomes	Method/Measure of Success
1. Improve behavioral functioning	<ul style="list-style-type: none"> ▪ Evaluation tool: (i.e., Life Events Scale, Pediatric Symptom Checklist)
2. Increase coping skills and resilience	<ul style="list-style-type: none"> ▪ Evaluation tool: (i.e., Life Events Scale, Pediatric Symptom Checklist)
3. Decrease symptoms of Anxiety and PTSD	<ul style="list-style-type: none"> ▪ Evaluation tool: (i.e., Child PTSD Symptoms Scale, Pediatric Symptom Checklist)
4. Decrease symptoms of depression	<ul style="list-style-type: none"> ▪ Children’s Depression Inventory ▪ Youth Outcome Questionnaire (especially the Interpersonal Distress, Somatic, and Critical Items subscales)
5. Decrease symptoms of trauma	<ul style="list-style-type: none"> ▪ Trauma Symptom Checklist
6. Decrease behavioral problems	<ul style="list-style-type: none"> ▪ Child Behavior Checklist (specifically the withdrawn and Aggressive Behaviors scales and Youth Outcome Questionnaire)
7. Improve social competence and/or peer relationships, compliance, relationships within the home, and reduce interpersonal problems, substance abuse, interpersonal problems, and other behavioral problems	<ul style="list-style-type: none"> ▪ Child Behavior Checklist or Youth Outcome Questionnaire. ▪ Youth Outcome Questionnaire (particularly the Interpersonal Relations and Social Problems subscales) ▪ Outcome Questionnaire (OQ, Y-OQ, Y-OQ SR) Interpersonal Distress, Interpersonal Relations, Social Problems, and Behavioral Dysfunction subscales)

8. Improve academic & vocational performance	<ul style="list-style-type: none"> ▪ Student's grade point average ▪ Student's attendance record (e.g. as determined by student report card, CA Department of Education Dropout Rates, etc.) ▪ Report of parent/guardian
9. Improve dysfunctional parenting behaviors	<ul style="list-style-type: none"> ▪ Parenting Scale (PS)
10. Provide prevention and early intervention services to underserved populations	<ul style="list-style-type: none"> ▪ Monthly reports of clients served

6. QUALITY MANAGEMENT AND DATA COLLECTION

6.1 Quality Management,

6.1.1 Contractor shall establish and implement a comprehensive written Quality Management Program and Plan including Quality Assurance and Quality Improvement processes to ensure the organization monitors, documents and reports on required Program services provided and that identified measurable performance outcomes are attained. Quality Management activities are focused on assuring that the quality of services meets the Agreement requirements for the timeliness, accuracy, completeness, consistency and conformity to requirements as set forth in this Service Exhibit. The Plan shall be submitted to DMH for review and approval. The Plan shall be effective on the Agreement start date and shall be updated and re-submitted as changes are needed and/or as changes occur.

6.1.2 Contractor's plan shall specifically describe the methods by which performance outcomes will be measured and attained. The plan shall describe the quality monitoring methods and activities to be implemented to assure the stated measurable performance outcomes and specified Agreement requirements are met, including qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents. The plan shall describe the methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff is properly assured, supervised, and maintained during the life of the Agreement. Further, the plan shall describe methods for identifying, preventing and

correcting barriers/deficiencies/problems related to the quality of services provided before the level of performance becomes unacceptable. The description of the methods shall include quality improvement strategies and interventions. The Contractor's plan shall be in keeping with the Department's Quality Improvement Work Plan, to the extent possible and as appropriate, with a focus on monitoring and improving the services provided and ensuring performance outcomes are achieved.

- 6.2 Data Collection. Contractor shall have the ability to collect, manage, and submit data and reports as directed by the DMH to demonstrate, profile, track, and document the effectiveness of: services delivered, performance outcomes, and quality improvement interventions including pertinent demographics of persons receiving services. Contractor's plan shall include a description of appropriate specific measures and data analysis methods that are currently in place and/or those to be developed to ensure accuracy of data for services delivered and performance outcomes measured. The Plan shall include a description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data analysis, data reporting, and/or other data accuracy problems and actions already taken.

7. PERFORMANCE-BASED CRITERIA:

- 7.1 DMH shall evaluate Contractor on Performance-based Criteria that shall measure the Contractor's performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI Plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.
- 7.2 Contractor shall collaborate with DMH to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. Should there be a change in federal, State and/or County policies/regulations, DMH, at its sole discretion, may amend these Performance-based Criteria via an amendment to the Agreement.
- 7.3 Contractor shall cooperate with DMH in the regularly scheduled monitoring of the program, including review of agency and program records, site visits, telephonic conferences, correspondence, and attendance at contractor meetings where the Contractor's adherence to the performance-based criteria will be evaluated.

7.4 The Performance-based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Agency has required multidisciplinary and multi-lingual team staffing	Negotiation packet, staff roster, List of Treatment Staff Language Capability	Agency hires staff as stipulated annually resulting in an increase of culturally and linguistically appropriate staff
2. Complete and accurate records are maintained that track referrals, usage, expenditure, as well as specific demographic, diagnostic, and outcome data for program participants	Review of monthly Program utilization reports for accuracy and completeness	Proposer maintains an accurate and complete database for Program, including all relevant back-up documentation, (e.g., referral forms) and required reports are submitted to DMH on or before due date every month (e.g. number of individuals contacted through outreach, number of individuals receiving Program services detailed by age and ethnic group, etc.)
3. Agency identifies and appropriate staff responds to referral in a timely manner	Centralized tracking of patients and time-to-treat interval	100% of referrals are assigned to Program group within two weeks of contact.
4. Agency has completed outcome measures as identified	All measures to be reported in Microsoft Excel 2003 format	Outcome measures given at baseline, annually, and upon discharge.

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

1. Completed referral forms.
2. Tracking report of Program referral and usage.

3. Statistical reports related to required data collection and Contractor's services.
4. Completed evaluation tool for measuring client's symptoms of depression and trauma.
5. Completed outcome measure to assess overall effectiveness of services.

SERVICE EXHIBIT 1046-A

ONE-TIME EXPENSES ASSOCIATED WITH IMPLEMENTING A NEW MENTAL HEALTH SERVICES ACT - PREVENTION AND EARLY INTERVENTION PROGRAM(S)

I. OVERVIEW

In response to implementation requirements of Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) - Evidence-Based Practices (EBP), Promising Practices (PP), Community-Devined Evidence Practices (CDE), and two (2) Pilot programs, Los Angeles County Department of Mental Health (DMH) has designed policies, procedures and payment processes that support the implementation of these PEI programs.

DMH has developed this Service Exhibit to facilitate reimbursement of one-time only expenses associated with the development, training, and implementation of PEI - EBP, PP, CDE, and Pilot programs. Reimbursements are limited to those costs incurred during fiscal year (FY) 2010-11 - the first year in which the PEI - EBP, PP, CDE, and Pilot program(s) is/are initiated by Contractor. Maximum reimbursable costs shall not exceed one-time PEI program costs allocations for Fiscal Year 2010-11.

II. ALLOWABLE ONE-TIME COSTS

Service Function Code (SFC) 78: Other Non-Medi-Cal Client Support Expenditures

SFC 78 applies to one-time expenses associated with starting a new program that include general operating expenditures incurred in providing non-Medi-Cal client supports not otherwise reported in Treatment or Outreach Programs (Mode 05, 10, 15 or 55). Allowable expenses include credentialing and/or certification costs associated with the implementation of PEI - EBP, PP, CDE, and Pilot programs during FY 2010-11 only. Examples of allowable expenditures are training prior to the provision of services, EBP, PP, CDE, and Pilot programs' developer fees, training material costs, and/or staff time dedicated to program implementation.

III. REIMBURSEMENT

The procedures for reimbursement for One-Time Expenses Associated with Implementing a New MHSA PEI Program are provided in this Attachment A.

ONE-TIME EXPENSES
ASSOCIATED WITH IMPLEMENTING A NEW
MENTAL HEALTH SERVICES ACT PROGRAM
REIMBURSEMENT PROCEDURES

The following procedures shall be used for reimbursement of One-Time MHSA expenditures:

1. ONE-TIME COSTS ELIGIBLE FOR REIMBURSEMENT

Service Function Code 78: One-Time Non-Medi-Cal Client Support Expenditures

2. REIMBURSEMENT GUIDELINES

The funds allocated for one-time costs shall be used only when no other non-Medi-Cal funds are available during the first year in which a new PEI EBP, PP, CDE, and Pilot program(s) is/are initiated.

3. DOCUMENTATION REQUIREMENTS FOR REIMBURSEMENT

The following supportive documentation shall be maintained on file in accordance with the Records and Audits paragraph of the Agreement:

- a. Original receipts to support payment invoices. If an original receipt is not obtainable, a copy of the receipt or justification as to why the receipt was not obtained should be retained;
- b. Copies of signed checks issued; and
- c. Documentation of costs associated with training of staff.

4. SUBMISSION OF MONTHLY INVOICES

Contractor shall, on the last day of each month, complete a separate One-time MHSA Expenses invoice indicating the funding source name, category of expenses (SFC 78) and the amount spent, including staff salaries. All claims are to be submitted by Contractor to DMH within sixty (60) days from the month in which the expenditure occurred.

The One-time MHSA Expenses Claim form(s) (Attachment B) shall be submitted to:

County of Los Angeles – Department of Mental Health
 550 S. Vermont Avenue
 Los Angeles, CA 90020
 ATTN: Provider Reimbursement

5. DMH REVIEW AND APPROVAL OF INVOICES

The DMH PEI Program Manager will review monthly invoices and sign to affirm that expenditures meet established procedures for One-time Expenses Associated with Implementing a New MHSA PEI program. Approved invoices will be forwarded to the DMH Provider Reimbursement Unit for payment.

DMH shall process all completed requests for reimbursement on a monthly basis. The judgment of DMH as to the allowability of any expenditure shall be final.

6. MONTHLY RECONCILIATION REPORT

The amount of funds allocated for one-time MHSA expenditures associated with implementing a new PEI program must have been approved by the Department prior to the expenditures. Monthly disbursements reports will be generated by the Accounting Division for the Contractors and Program staff to ensure expenditures have not been exceeded. The County shall not be liable for reimbursement of any expenses claimable hereunder in the event that Contractor exceeds its allocation or violates the terms and conditions of these procedures or the Legal Entity Agreement.

County of Los Angeles-Department of Mental Health-Provider Reimbursement Division
Monthly Claim for Cost Reimbursement
for PEI Evidence-based practices (EBP), Promising Practices (PP),
Community-Defined Evidence Practices (CDE), and Pilot Programs

SPECIAL HANDLING REQUIRED

Fiscal Year 2018/19

SPECIAL HANDLING REQUIRED

One-Time MHSA Expenses

Funding Source Name: MHSA PEI One-Time

Age Group: _____

Legal Entity Name: _____
Legal Entity Mailing Address: _____
Billing Month(s): _____ Contract Amendment No.: _____
Provider Number(s): _____

1. One-Time Costs:		
1.1	C. SFC 78: Other Non Medi-Cal Client Support Expenditures One-time EBP, PP, CDE, and/or Pilot program Training costs	_____ (1.1)
2. Less: Patient & Third Party Revenues		
2.1	Patient Fees	_____ (2.1)
2.2	Patient Insurance	_____ (2.2)
2.3	Medicare	_____ (2.3)
2.4	Other: _____	_____ (2.4)
3. Total Revenues (add lines 2.1 through 2.4)		_____ (3.)
4. Expenditures less revenues (subtract line 3 from line 1.1)		_____ (4.)
5. Net Payable		<u>_____</u> (5.)

Comments: _____

I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under One Time Expenses and is true and correct to the best of my knowledge. All supporting documentation will be maintained in a separate file for the period specified under the provisions of the Mental Health Services Agreement - Legal Entity, Paragraph 12, Subparagraph A, Section (1), Sub-sections (1)(a) and (1)(b), Section (2), Section (3), and Section (4).

Signature: _____ Phone No.: _____
Title: _____ Date: _____

<u>Program Approval: LAC-DMH PEI Manager, 6th floor</u>	
_____	_____
Approved By (signature)	Date
_____	_____
Print Name	Title

SERVICE EXHIBIT 1047

PREVENTION AND EARLY INTERVENTION (PEI) PROGRAMS

Provided under the
Mental Health Services Act

1. **GENERAL**

The Prevention and Early Intervention (PEI) Plan, the second largest component of the Mental Health Services Act (MHSA) focuses on evidence-based services, education, support, and outreach to help inform and identify those who may be affected by some level of mental health issue. Providing mental health education, outreach and early identification (prior to diagnosis) can mitigate costly negative long-term outcomes for mental health consumers and their families.

2. **PEI PROGRAMS**

Early Intervention programs, include evidence-based programs (EBPs), promising practices (PPs) and community-defined evidence (CDEs) practices, and are services delivered by clinical staff, as part of multi-disciplinary treatment teams. The intent of the programs are to 1) identify Young Children (ages 0-5), Children (ages 6-15), TAY (ages 16-25), Adults (ages 26-59), and Older Adults (ages 60 and over) who have experienced or have been exposed to or experienced traumatic events such as child sexual abuse, domestic violence, traumatic loss, and/or who are diagnosed with or experiencing difficulty related to symptoms such as Post-Traumatic Stress Disorder (PTSD), depression, anxiety, or co-occurring disorders, and 2) provide early intervention mental health services to reduce the impact of the identified symptoms. Specifically, the focus of the early intervention model is 1) to reduce trauma related symptoms and/or substance abuse, increase resilience, increase peer and parental support for young children/children/TAY/adults/older adults, and 2) improve access to mental health services for those who are underserved either because they are unaware of available services or because they may be reluctant to access services due to stigma and/or discrimination. The services to be provided hereunder are described in Contractor's/Provider's (Contractor's) Proposal/Negotiation Package for the Legal Entity Agreement (Agreement), including any addenda thereto, as approved in writing by the Director of Mental Health.

Table 1. PEI Programs

Program Name	Summary Description	Age Groups Served
1 Aggression Replacement Training (ART)	A multi-level, family-centered intervention targeting youth at risk for substance abuse or behavior problems. Designed to address the family dynamics of adolescent problem behavior, the long term goals are to arrest the development of teen antisocial behaviors and drug experimentation. The intervention uses a "tiered" strategy with each level (universal, selective, and indicated) building on the previous level. Strategies targeting parents: based on evidence about the role of coercive parenting strategies in the development of problem behaviors in youth. Curriculum for teens: takes a social learning approach to behavior change and concentrates on setting realistic goals for behavior change, defining reasonable steps toward goal achievement, providing peer support for pro-social and abstinent behavior.	Children (ages 12-15) TAY (ages 16-17)
2 Alternatives for Families – A Cognitive Behavioral Therapy (AF-CBT)	AF-CBT is designed for children, parents, caregivers, and families at risk of physically abusive or coercive behavior. AF-CBT incorporates several behavioral and cognitive-behavioral methods that have been described and examined for use with physically abusive or at-risk families in several studies over the past four decades. AF-CBT emphasizes training in both intrapersonal and interpersonal skills designed to enhance self-control, promote positive family relations, and reduce violent behavior. Its primary techniques include affect regulation, behavior management, social skills training, cognitive restructuring/problem-solving, and communication. Common treatment goals include reducing a caregiver's level of anger and use of force, promoting non-aggressive (alternative) discipline strategies, minimizing family risks for re-abuse, enhancing a child's coping skills, and encouraging non-aggressive family problem-solving and communication.	Children (ages 5-15)
3 Brief Strategic Family Therapy (BSFT)	A family-based intervention designed to prevent and treat child and adolescent behavior problems. BSFT targets children and adolescents who are displaying or are at risk for developing behavior problems, including substance abuse. The goal of BSFT is to improve a youth's behavior problems by improving family interactions that are presumed to be directly related to the child's symptoms, thus reducing risk factors and strengthening protective factors for adolescent drug abuse and other conduct problems. BSFT is a short-term, problem oriented EBP intervention targeted for youth with substance abuse and conduct problems.	Children
4 Caring for Our Families (CFOF)	A culturally appropriate adaptation of national "Family Connections" model that includes community outreach, family assessment, and individually tailored program of counseling, referrals and linkages. The goal is to help families meet the basic needs of their children and reduce the risk of child neglect. The core components of FC include (a) emergency assistance/concrete services; (b) home-based family intervention (e.g., family assessment, outcome-driven service plans, individual and family counseling); (c) service coordination with referrals targeted toward risk (e.g., substance abuse treatment) and protective factors (e.g., mentoring program); and (d) multi-family supportive recreational activities (e.g., theme-based gatherings such as Black History month, trips to museums, etc.).	Children
5 Child-Parent Psychotherapy (CPP)	Specialized services delivered by mental health clinicians, as part of multi-disciplinary treatment teams. CPP is a psychotherapy model that integrates psychodynamic, attachment, trauma, cognitive-behavioral, and social-learning theories into a dyadic treatment approach designed to restore the child-parent relationship and the child's mental health and developmental progression that have been damaged by the experience of domestic violence. CPP is intended as an early intervention for children ages birth to 5 years who may be at risk for acting-out and experiencing symptoms of depression and trauma, particularly those individuals who are not currently receiving mental health services.	Young Children (ages 0-5)

Table 1. PEI Programs

Program Name		Summary Description	Age Groups Served
6	Center for the Assessment and Prevention of Prodromal States (CAPPS) Program	Designed to provide early prevention strategy aimed at the early identification of individuals at risk for psychosis and to provide preventive interventions targeting both conversion to psychosis and functional disability in TAY clients who are experiencing prodromal symptoms of their first-break psychosis. The CAPPS Program has made significant progress in the prediction of schizophrenia and related disorders, as well as in the identification of biological and psychosocial factors associated with their onset. They have translated this knowledge into their clinical work with clients experiencing their first-break psychosis and early onset of serious mental illnesses with psychotic features. The first year preceding full psychosis provides a critical time when preventive interventions can be made for greatest impact.	TAY
7	Cognitive Behavioral Intervention for Trauma in School (CBITS)	An early intervention for children who may be at risk for acting-out, and symptoms associated with depression and trauma, particularly those individuals who are not currently receiving mental health services. Services are specialized mental health services delivered within the school setting by clinical staff, as part of multi-disciplinary treatment teams. The intent is to identify children who have experienced or have been exposed to traumatic events, identify those students experiencing difficulty related to symptoms of Posttraumatic Stress Disorder (PTSD), depression or anxiety, and provided early intervention mental health services to reduce the impact of the identified symptoms. Specifically, it is to reduce trauma related symptoms, increase resilience, and increase peer and parental support, for students at risk of school failure and improve access to mental health services for those who are underserved, either because they are unaware of available services or may be reluctant to access services due to stigma and/or discrimination.	Children (ages 10-15) TAY
8	Crisis Oriented Recovery Services (CORS)	A short-term intervention designed to provide immediate crisis intervention, address identified case management needs, and assure hard linkage to ongoing services. The primary objective is to assist individuals in resolving and/or coping with psychosocial crises by mitigating additional stress or psychological harm. CORS promotes the development of coping strategies that individuals can utilize to help restore them to their previous level of functioning prior to the crisis event. Services are designed to provide alternatives to emergency room care, acute inpatient hospitalizations or other institutional care. Immediate access to short-term crisis intervention, mental health and case management services is at the core of the program.	Children TAY Adults Older Adults
9	Depression Treatment Quality Improvement Intervention (DTQI)	Service are delivered to individuals experiencing depressive symptoms and impaired functioning. DTQI is an action orientated therapy that assumes that maladaptive, or faulty, thinking patterns cause maladaptive behavior and negative emotions. The treatment focuses on changing an individual's thoughts or cognitive patterns, in order to change his/her behavior and emotional state. Group has two purposes, psychoeducation and psychotherapy. During the psychoeducation component of the program individuals can learn about major depression and ways to decrease the likelihood of becoming depressed in the future. During the psychotherapy component, individuals who are currently depressed can gain understanding about factors that have contributed to the onset and maintenance of their depression and learn ways to treat their disorder.	Children (ages 12-15) TAY (ages 16-20)
10	FOCUS (Families OverComing Under Stress): (FOCUS)	FOCUS is a family-centered resiliency training program based on interventions previously found to improve psychological health and developmental outcomes for highly stressed children and families.	Adults
11	Functional Family Therapy (FFT)	A family-based prevention and intervention program for dysfunctional youths targeting ages 11-18. Program has been successful in a variety of multi-ethnic, multicultural contexts to treat a range of high-risk youths and their families. This model allows for successful intervention in complex and multi-dimensional problems through clinical practice that is flexibly structured and culturally sensitive. Specific phases for this model: 1) engagement/motivation, 2) behavior change, and 3) generalization.	Children (ages 10-15) TAY (ages 16-18)

Table 1. PEI Programs

Program Name		Summary Description	Age Groups Served
12	GLBT CHAMPS	Gay/Lesbian/Bisexual/ Transgender Comprehensive HIV & At-Risk Mental Health Service GLBT CHAMPS is a comprehensive package of interventions with enhanced case management and outreach intervention, mobile van HIV testing, and a CDC evidence-based social skills intervention for enhancing risk reduction education and decreasing stigma among HIV+ African American females (SISTA). Some of the elements of this program are consistent with PEI, while others are consistent with CSS.	TAY
13	Group CBT for Major Depression Group CBT)	Group CBT focuses on changing an individual's thoughts (cognitive patterns) in order to change his or her behavior and emotional state. Treatment is provided in a group format and assumes maladaptive, or faulty, thinking patterns cause maladaptive behavior and negative emotions. Group format is particularly helpful in challenging distorted perceptions and bringing thoughts more in line with reality. Cultural tailoring of treatment and case management shows increased effectiveness for low-income Latino and African-American adults.	TAY (18 – 25) Adults Older Adults
14	Incredible Years (IY)	A set of comprehensive, multifaceted, and developmentally based curricula targeting primarily 2-12 year old children, their parents and teachers. Program based on developmental theory of the role of multiple interacting risk and protective factors in the development of conduct problems. The three components are: Parent training intervention (focus on strengthening parenting competencies, parents' involvement in child's activities to reduce delinquent behavior); Child training curriculum (strengthen children's social/emotional competencies); and Teacher training intervention (focus on teachers' classroom management strategies, promoting pro-social behavior and school readiness). This intervention helps teachers work with parents to support their school involvement and promote consistency between home and school. All three training interventions utilize videotaped scenes to structure content and group discussion.	Children (ages 0-12)
15	Interpersonal Psychotherapy for Depression (IPT)	With targeted population of adolescents, with depression, ages 12-18, IPT was developed for the treatment of ambulatory depressed, non-psychotic, non-bipolar patients. Successful treatment for depression, modified to treat other psychiatric disorders and patient populations (late-life, primary medical care). Primary uses: short term therapy (16 weeks), but also has been modified for use as a maintenance therapy for patients with recurrent depression. Includes specific strategies such as assessing the symptoms of depression, relating the onset of the depressive inventory and selecting a focus for the treatment for the following problem areas: delayed/incomplete grief, role transitions, role disputes, or interpersonal deficit. Tasks usually accomplished in the first three sessions.	TAY
16	Loving Intervention Family Enrichment Program (LIFE)	An adaptation of Parent Project, a national model which is a 22-week skills-based curriculum for parents of children at risk of or involved with the juvenile justice system and multi-family group therapy. The program was designed for low income Latino families with monolingual (Spanish) parents of children at high-risk of delinquency and/or school failure.	Children TAY
17	Managing and Adapting Practice (MAP)	MAP is designed to improve the quality, efficiency, and outcomes of children's mental health services by giving administrators and practitioners easy access to the most current scientific information and by providing user-friendly monitoring tools and clinical protocols. Using an online database, the system can suggest formal evidence-based programs or, alternatively, can provide detailed recommendations about discrete components of evidence-based treatments relevant to a specific youth's characteristics. Whether services are delivered through existing evidence-based programs or assembled from components, the MAP system also adds a unifying evaluation framework to track outcomes and practices. The current state-of-the-art treatments in behavioral healthcare are evidence-based protocols targeted to defined client problems that are tested through randomized clinical trials.	Children (ages 3-15) TAY (ages 6-18)

Table 1. PEI Programs

Program Name		Summary Description	Age Groups Served
18	Mental Health Integration Program (MHIP) also known as Improving Mood – Promoting Access to Collaborative Treatment (IMPACT)	MHIP (an adaptation of Improving Mood – Promoting Access To Collaborative Treatment (IMPACT)), is an evidence-based treatment program for common mental health disorders (e.g. depression, anxiety) that integrates health and mental health systems of care. The intent of MHIP is to identify adults in the early stages of an episode in order to decrease symptoms, improve medication adherence when medication has been prescribed, and increase levels of behavioral and social functioning. Integrating behavioral health services within a primary care facility places mental health resources and psychiatric consultation within easy reach of primary care providers who are often the first point of contact for individuals in the midst of an episode or in the beginning stages of one. The intent of the service is to streamline access to treatments for depression and anxiety so that an intervention can occur as soon as possible. Patients may receive psycho-educational materials, medication, or interventions aimed at improving problem solving and other coping skills. Following successful response to treatment, patients are monitored and counseled on ways of avoiding symptom relapse. MHIP helps primary care providers (PCPs) and behavioral health providers integrate early identification, assessment, and treatment within the same clinic setting.	Adults
19	Mindful Parenting Groups (MPG)	Twelve week parenting program for parents and caregivers of infant, toddler and preschool children at risk to mental health problems and disrupted adoptions. Weekly sessions are sequenced to include parental engagement and skill building. Bilingual-Bicultural clinicians offer this service to monolingual Spanish speaking parents. In addition, the groups have been successful with gay and lesbian parents and bi-racial couples. The intervention is tailored to the parenting traditions and cultures of the parents in the group. In addition, discrimination (particularly as it relates to non traditional families) is explored as an additional parenting stressor	Young Children (ages 0-5)
20	Multidimensional Family Therapy (MDFT)	A family-based treatment and substance-abuse prevention program for adolescents (11-18) with drug and behavior/conduct problems. Treatment seeks to significantly reduce or eliminate an adolescent's substance abuse and other problem behavior, to improve overall family functioning through multiple components, assessments, and interventions in several core areas of life. With two separate and distinct objectives for both adolescent and parent, there are also two intermediate intervention goals for every family: 1) helping the adolescent achieve an interdependent attachment/bond to parents/family; and 2) helping the adolescent forge durable connections with pro-social influences such as schools, peer groups, and recreational and religious institutions.	Children TAY
21	Multisystemic Therapy (MST)	Targets youth (12-17) with criminal behavior, substance abuse and emotional disturbance, as well as juvenile probation youth. MST typically uses a home-based model of service delivery to reduce barriers that keep families from accessing services. MST therapists concentrate on empowering parents and improving their effectiveness by identifying strengths and developing natural support systems (e.g. extended family, friends) and removing barriers (e.g. parental substance abuse, high stress). Specific treatment techniques used to facilitate these gains are integrated from those therapies that have the most empirical support, including behavioral, cognitive-behavioral, and the pragmatic family therapies. This family-therapist collaboration allows the family to take the lead in setting treatment goals as the therapist helps them to accomplish their goals.	Children TAY
22	Promoting Alternative Thinking Strategies (PATHS)	PATHS is a school-based preventive intervention for children in preschool or elementary school designed to enhance areas of social-emotional development such as self-control, self-esteem, emotional awareness, social skills, friendships, and interpersonal problem-solving skills while reducing aggression and other behavior problems. Skill concepts are presented through direct instruction, discussion, modeling, storytelling, role-playing activities, and video presentations.	Children

Table 1. PEI Programs

Program Name		Summary Description	Age Groups Served
24	Parent-Child Interaction Therapy (PCIT)	Highly specified, step-by-step, live-coached sessions with both the parent/caregiver and the child. Parents learn skills through PCIT didactic sessions, and, using a transmitter and receiver system, the parent/caregiver is coached in specific skills as he or she interacts in specific play with the child. The emphasis is on changing negative parent/caregiver-child patterns.	Young Children (ages 2-5) Children (ages 6-12)
24	Program To Encourage Active Rewarding Lives For Seniors (PEARLS)	The PEARLS Program is a highly effective method designed to reduce depressive symptoms and to improve the quality of life in older adults. During six to eight sessions that take place in the client's home and focus on brief behavioral techniques, PEARLS Program counselors empower individuals to take action and make lasting changes so that they can lead more active and rewarding lives. The PEARLS Program focuses on teaching each client the skills necessary to move to action and make lasting life changes, is delivered in the client's home, and is designed to be delivered in the community, primarily through existing service-provision programs. PEARLS, takes a team-based approach, involving PEARLS counselors, supervising psychiatrists and medical providers. The program aims to improve quality of life as well as reduce depressive symptoms, and is well-suited for individuals with chronic illness.	Older Adults
25	Prolonged Exposure Therapy for Post-Traumatic Stress Disorder (PE-PTSD)	PE-PTSD is designed as an early intervention, cognitive behavioral treatment model for individuals (18-70 years) who may be experiencing symptoms indicative of early signs of mental health complications due to experiencing one or more traumatic events. PE-PTSD can be used to treat Veterans and/or their families who have experienced single or multiple/continuous traumas and have post-traumatic stress disorder (PTSD). The individual therapy is designed to help clients process traumatic events and reduce their PTSD symptoms as well as depression, anger, and general anxiety. Treatment consists of 8-15 sessions conducted once or twice weekly for 90-minutes each.	TAY Adults Older Adults
26	Reflective Parenting Program (RPP)	Reflective Parenting Program focuses on enhancing the bonds between parents and children to improve parenting outcomes, and support emotionally healthy children. Parents and caregivers participate in a ten week workshop series designed to increase parental reflective functioning.	Children (ages 0-5)
27	Seeking Safety (SS)	Designed for flexible use with diverse populations and settings (outpatient, inpatient, residential) and can be conducted in group (males, females, mixed gender) or individual format. It has been found to be a cost-effective treatment which can be deployed quite quickly by clinicians. Seeking Safety has been used with people who have a trauma history, but do not meet criteria for PTSD, and with clients with varying degrees of substance abuse/dependence. Treatment is intended for individuals or groups who are trauma-exposed, experiencing symptoms of trauma(s) and/or substance abuse.	TAY
28	Strengthening Families (SF)	A family-skills training intervention designed to enhance school success and reduce substance use and aggression among youth. Sessions provide instruction for parents on understanding the risk factors for substance use, enhancing parent-child bonding, monitoring compliance with parental guidelines, and imposing appropriate consequences, managing anger and family conflict, and fostering positive child involvement in family tasks. Children receive instruction on resisting peer influences.	Children (ages 3-15) TAY (ages 16-18)
29	Trauma Focused CBT (TF-CBT)	An early intervention for children who may be at risk for symptoms of depression and psychological trauma, subsequent to any number of traumatic experiences, particularly those individuals who are not currently receiving mental health services. Services are specialized mental health services delivered by clinical staff, as part of multi-disciplinary treatment teams. Program is intended to reduce symptoms of depression and psychological trauma, which may be the result of any number of traumatic experiences (e.g., child sexual abuse, domestic violence, traumatic loss, etc.), for children and TAY receiving these services.	Young Children Children TAY (ages 16-18)

Table 1. PEI Programs

Program Name		Summary Description	Age Groups Served
30	Triple P Positive Parenting Program (Triple P)	Triple P is intended for the prevention and early intervention of social, emotional and behavioral problems in childhood, the prevention of child maltreatment, and the strengthening of parenting and parental confidence. An EBP parenting program and system for delivering parenting information to large and small populations. DMH is implementing two Level Four early interventions, the basic parenting modules: Standard Triple P and Standard Teen Triple P. Triple P programs, extensively researched within the United States and abroad, have been found to be an effective intervention for diverse cultural populations. Target population is towards parents/caregivers of children ages 0-16 years.	Young Children (ages 0-5) Children
31	UCLA Ties Transition Model (UCLA TTM)	UCLA Ties Transition Model (TTM) – Young Children. UCLA Ties Transition Model is a multi-tiered transitional and supportive intervention for adoptive parents of high-risk children. Families participate in three 3-hour psycho-educational groups. Additional service and support options available to families, including older children, for up to one year (e.g., monthly support sessions, adoption-specific counseling, home visiting if child is less than age 3, interdisciplinary educational and pediatric consultation).	Young Children (ages 0-5)

3. PERSONS TO BE SERVED

- 3.1 The PEI programs shall target services towards young children, children, TAY, adults, and older adults and/or their parents/caregivers. The PEI programs are intended as an early intervention for all age groups who may be at risk for acting-out or who are diagnosed with or at risk of any number of mental health symptoms associated with depression, anxiety, psychological trauma, or co-occurring disorders, and are intended particularly for those individuals who are not currently receiving mental health services.
- 3.2 The PEI Plan identified specific EBPs, PPs, and CDEs for each of the nine designated PEI Projects. Table 2 lists the PEI programs that are assigned to each PEI project. DMH will assign the designated percentage of claims to the appropriate PEI project.

Table 2. PEI Programs Assigned to PEI Projects

PEI PROGRAMS	Project 1.	Project 2.	Project 3.	Project 4.	Project 5.	Project 6.	Project 7.	Project 8.	Project 9.
	School-Based Services	Family Education and Support	At-Risk Family Services	Trauma Recovery Services	Primary Care & Behavioral Health	Early Care and Support for TAY	Juvenile Justice Services	Early Care and Support for Older Adults	Improving Access to Under-served Populations
1. ART	33.3%					33.3%	33.3%		
2. AF-CBT			100%						
3. BSFT			100 %						
4. CFOF		50%	50%						
5. CPP			50%	50%					
6. CBITS	50 %						50%		
7. CAPPs						100%			
8. CORS				100%					
9. DTQI						50%	50%		
10. FOCUS									100%
11. FFT							100%		
12. GLBT									100%
13. Group CBT			100%						
14. IY		50%	50%						
15. IPT						100%			
16. LIFE							100%		
17. MAP	25%	25%	25%	25%					
18. MHIP					100%				
19. MPP		50%	50%						
20. MDFT	25%					50%	25%		
21. MST							100%		
22. PATHS	50%	50%							
23. PCIT			50%	50%					
24. PEARLS								100%	
25. PE-PTSD									100%
26. RPP		100%							
27. SS				50%		50%			
28. SF	100%								
29. TF-CBT				25%		25%	25%		25%
30. Triple P		50%	50%						
31. UCLATTM			100%						

4. **SERVICE DELIVERY SITE**

Services shall be delivered at the service delivery sites listed in the Agreement. Contractor shall request approval from the DMH PEI Program Manager in writing a minimum of 60 days before terminating services at any of the location(s) listed on its Agreement and/or before commencing services at any other location(s) not previously approved in writing by the DMH PEI Program Manager. All service delivery sites listed on the Contractor's Agreement shall be operational within 30 days of the commencement of the Agreement.

5. **PROGRAM ELEMENTS AND SERVICES**

Contractor shall provide the following services:

5.1 **Culturally and Linguistically Appropriate Services.** Services shall be delivered by professional staff that have similar cultural and linguistic backgrounds to those of the client population(s) being served. Contractors shall understand and utilize the strengths of culture in service delivery and incorporate the languages and cultures of their clients into the services that provide the most effective outcomes. If a Contractor elects to deliver specialized linguistically appropriate services through a subcontract agreement [refer to Agreement paragraph on Subcontracting] then Contractor shall ensure that individuals providing these services are participating members of multi-disciplinary teams.

5.2 **Program Model.** The PEI programs are empirically based and research proven treatment models, which are effective for resolving symptoms of PTSD, depression, anxiety, behavioral difficulties, substance abuse, and/or other problems related to trauma. Specifically, vis-à-vis group therapy sessions, complimented by individual and parent/collateral therapy sessions, during which the PEI programs techniques are implemented and reinforced, participants evidenced a significant improvement in behavioral and mental health symptoms. The PEI programs may incorporate psychoeducation and parent education, relaxation training, cognitive therapy, real-life exposure, affective modulation, and/or social problem solving skills.

5.3 **Outpatient Mental Health Services.** The PEI programs models identified above may be offered via usual outpatient modes of service listed below. Some services such as medication support or crisis intervention, which are not formal aspects of the PEI programs curricula, may also be offered during the course of

treatment in order to provide for emergent client needs. However, clients requiring additional care extending beyond completion of these programs curricula should be referred to specialty mental health services for longer term or more intensive interventions. Contractors retain clinical responsibility for such cases until they are successfully transitioned. All Outpatient Mental Health Services should be implemented by staff who reflect the community's cultural, ethnic and language characteristics.

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

5.3.2 Collateral. Collateral sessions with parents or caregivers are scheduled parallel to the child's individual sessions. These sessions may occur weekly at the onset of treatment and taper over the course therapy, as the clinician transitions from the parallel individual and collateral sessions to conjoint parent-child sessions. In those situations where on-going contact with individual parents/caregivers is desirable, then the family should be transitioned to a more intensive service. Clinical tasks include completing the intake assessment, psychoeducation and developing parenting skills, completing screenings and outcome measures, and treatment referrals.

5.3.3 Family Therapy. Services are provided for families utilizing the PEI programs curricula. As with most PEI interventions, family therapy is a component of the programs curricula. In most instances, family therapy is short-term and should terminate following the completion of these programs curricula. These services include developing diagnoses, treatment planning, and the provision of these programs curricula.

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

- 5.3.5 Case Management. This service is meant for clients in order to keep them engaged with treatment or connected with other ancillary services. Clinical tasks include referral and linkage to specialty mental health services. Contractor will identify appropriate referrals to those patients that are in need of a longer term or more intensive treatment. In these situations, Contractor will retain clinical responsibility for such cases until they are successfully transitioned into the appropriate setting.
- 5.3.6 Crisis Intervention. This service is available for situations where immediate action is necessary to help families manage crises. Clinical tasks include brief assessment or screenings, crisis intervention protocols, and treatment referrals.
- 5.3.7 Medication Support. This service is available for situations where a child has been identified with a disorder amenable to psychotropic medication. Medication support can work in conjunction with the other services above. Clinical tasks include prescribing, administering, and dispensing medications, and assessment of medication effects.
- 5.3.8 Team Conferencing/Case Consultation. This service is available to assist in treatment planning, supervision, and fidelity adherence procedures. Clinical tasks include clinical case consultation, team conferencing, and fidelity control procedures.
- 5.4 Core and Ancillary Services. Each EBP/PP/CDE has specific services that are core (mandatory) to that particular model. Ancillary (optional) services may also be billed. Attachment A identifies the core and ancillary services for each PEI EBP/PP/CDE model. This listing is subject to revision by DMH and notification to the Contractor.

6. **STAFF TRAINING**

- 6.1. Mandatory Training. Unless approved by DMH, agency staff must be sufficiently trained in the EBP, PP, or CDE prior to providing the specific PEI programs as a direct service. For staff that has had prior training, but may not have been actively practicing the service, a refresher course or booster training session is highly recommended.
- 6.2. Training Coordinator. Contractor shall identify a Training Coordinator to 1) to identify staff eligible for training who meet the minimum professional

qualifications to provide PEI program services; 2) identify staff with sufficient prior training to offer the specific PEI program services; and 3) ensure training on the EBP/PP/CDE model to maintain a high standard of care and treatment fidelity; and 4) submit documentation to DMH attesting that identified staff have met the standards required in the EBP/PP/CDE protocol. Contractor shall provide the Training Coordinator's contact information to DMH PEI Administration.

6.3 EBP/PP/CDE Trained Staff. Contractor shall provide DMH with periodic written reports as requested identifying the staff providing EBP/PP/CDE services, including information on professional credentials, licensure/waivers, discipline, EBP/PP/CDE workshop/training attended with dates of attendance, and any certifications that resulted from training activities.

6.4 Authorized Trainers. Only trainers who are currently authorized and acknowledged by the EBP/PP/CDE developer (or individual or corporate entity holding copyrights and/or intellectual property rights for the EBP/PP/CDE service) are considered sufficiently qualified to train agency staff under the scope of this protocol. It is the responsibility of the provider agency and training coordinator to insure that only authorized trainers are used.

7. SERVICE GOALS AND OUTCOMES

Each PEI EBP/PP/CDE has identified outcomes and outcome measures that must be utilized in the delivery of services. The utilization of the outcome measures and reporting of the data is mandatory. The outcome measures for each EBP/PP/CDE are listed in Attachment B – PEI Outcomes Measures. The outcomes measures on this chart are subject to change.

8. QUALITY MANAGEMENT AND DATA COLLECTION

8.1 Quality Management,

8.1.1 Contractor shall establish and implement a comprehensive written Quality Management Program and Plan including Quality Assurance and Quality Improvement processes to ensure the organization monitors, documents and reports on required EBP/PP/CDE services provided and that identified measurable performance outcomes are attained. Quality Management activities are focused on assuring that the quality of

services meets the contract requirements for the timeliness, accuracy, completeness, consistency and conformity to requirements as set forth in this Service Exhibit. The plan shall be submitted to DMH for review and approval. The plan shall be effective on the contract start date and shall be updated and re-submitted as changes are needed and/or as changes occur.

8.1.2 Contractor's plan shall specifically describe the methods by which performance outcomes will be measured and attained. The plan shall describe the quality monitoring methods and activities to be implemented to assure the stated measurable performance outcomes and specified contract requirements are met, including qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents. The plan shall describe the methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff is properly assured, supervised, and maintained during the life of the contract. Further, the plan shall describe methods for identifying, preventing and correcting barriers/deficiencies/problems related to the quality of services provided before the level of performance becomes unacceptable. The description of the methods shall include quality improvement strategies and interventions. The Contractor's plan shall be in keeping with the Department's Quality Improvement Work Plan, to the extent possible and as appropriate, with a focus on monitoring and improving the services provided and ensuring performance outcomes are achieved.

8.2 Data Collection. Contractor shall have the ability to collect, manage, and submit data and reports as directed by the DMH to demonstrate, profile, track, and document the effectiveness of: services delivered, performance outcomes, and quality improvement interventions including pertinent demographics of persons receiving services. Contractor's plan shall include a description of appropriate specific measures and data analysis methods that are currently in place and/or those to be developed to ensure accuracy of data for services delivered and performance outcomes measured. The plan shall include a description of how data accuracy problems will be managed and resolved including a description of

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

9. **PERFORMANCE-BASED CRITERIA:**

- 9.1 DMH shall evaluate Contractor on five (5) Performance-based Criteria that shall measure the Contractor’s performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI Plan. These measures assess the agency’s ability to provide the required services and to monitor the quality of the services.
- 9.2 Contractor shall collaborate with DMH to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. Should there be a change in federal, State and/or County policies/regulations, DMH, at its sole discretion, may amend these Performance-based Criteria via a contract amendment.
- 9.3 Contractor shall cooperate with DMH in the regularly scheduled monitoring of the program, including review of agency and program records, site visits, telephonic conferences, correspondence, and attendance at contractor meetings where the Contractor’s adherence to the performance-based criteria will be evaluated.
- 9.4 The Performance-based Criteria for each EBP/PP/CDE are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Agency has required multidisciplinary and multi-lingual team staffing	Negotiation package, staff roster, List of Treatment Staff Language Capability	Agency hires staff as stipulated annually resulting in an increase of culturally and linguistically appropriate staff
2. Complete and accurate records are maintained that track referrals, usage, expenditure, as well as specific demographic, diagnostic, and outcome data for program participants	Review of monthly utilization reports for accuracy and completeness	Proposer maintains an accurate and complete database for the EBP/PP/CDE, including all relevant back-up documentation, (e.g., referral forms) and required reports are submitted to DMH on or before due date.
3. Agency identifies and appropriate staff responds to referrals in a timely manner	Centralized tracking of patients and time-to-treat interval	100% of referrals are assigned to the EBP/PP/CDE treatment within two weeks of contact

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
4. Treatment protocols used are consistent with evidence based treatment guidelines	Verification of staff training and utilization of training and treatment manuals	100% of clients and their families receive treatment consistent with the EBP/PP/CDE Program
5. Agency has completed appropriate outcome measures, as determined by DMH	Agency completes appropriate outcome measures in formats and schedules designated by DMH	Outcome measurements are given at intake (prior to first session) and upon discharge

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MHSA PEI PROGRAMS CORE INTERVENTIONS AND ANCILLARY SERVICES GUIDE**

Core Interventions are those services intrinsic to the delivery of expected outcomes for the PEI program. Ancillary Services are those services that are not Core Interventions of the PEI program, but are required to meet emergent client needs. They should be short-term and should terminate upon completion of the PEI program. All service delivery must adhere to the Scope of Practice guidelines in the current version of *A Guide to Procedure Codes for Claiming Mental Health Services*. The current version is available on the County of Los Angeles Department of Mental Health website. For a complete list of Options 1 and 2 of the Evidence-Based Practices/Service Strategies, please refer to the following link: http://dmh.lacounty.gov/hipaa/documents/PEITABLERevisedV9_002.pdf.

	<p><u>Selecting an EBP/SS Option</u> When claiming Core Interventions under Option 2, an EBP Code must be selected and, when appropriate, up to two Service Strategies.</p>	<p><u>Selecting an EBP/SS Option</u> When claiming an Ancillary Service, you must select codes from either Option 1 or Option 2. Under Option 1 select either 00 = No EBP/SS or 99 = Unknown EBP/SS. Under Option 2, you may select up to 3 Service Strategies only; an EBP should never be selected.</p>
<p>PEI Program</p>	<p>Core Interventions (A minimum of 51% of PEI services delivered)</p>	<p>Ancillary Services* (Not to exceed 49% of PEI services delivered)</p>
<p>AFCBT (Abuse Focused-Cognitive Behavioral Therapy)</p>	<p>Under Development</p>	
<p>ART (Aggression Replacement Training)</p>	<p>Assessment Collateral Group Psychotherapy Group Rehabilitation Individual Psychotherapy (To "make up" a missed group session) Individual Rehabilitation Service (To "make up" a missed group session)</p>	<p>Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.</p>
<p>BST (Brief Strategic Family Therapy)</p>	<p>Assessment Collateral Family Psychotherapy Individual Psychotherapy Individual Rehabilitation Service Targeted Case Management</p>	

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**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MHPA PEI PROGRAMS CORE INTERVENTIONS AND ANCILLARY SERVICES GUIDE**

PEI Program	Core Interventions <i>(A minimum of 51% of PEI services delivered)</i>	Ancillary Services* <i>(Not to exceed 49% of PEI services delivered)</i>
CBITS (Cognitive Behavioral Intervention for Trauma in Schools)	Assessment Collateral Group Psychotherapy Individual Psychotherapy Individual Rehabilitation Service <i>(For the purpose of administering the developer - specified Foa PTSD Screening Tool)</i>	
CFOF (Caring for Our Families)	Assessment Collateral Family Psychotherapy Group Psychotherapy Group Rehabilitation Individual Psychotherapy Individual Rehabilitation Targeted Case Management	
CORS (Crisis Oriented Recovery Services)	Assessment Collateral Family Psychotherapy Group Psychotherapy Individual Psychotherapy Targeted Case Management	Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.
CPP (Child Parent Psychotherapy)	Assessment Collateral Crisis Intervention Family Psychotherapy <i>(Joint parent-child)</i> Individual Psychotherapy Individual Rehabilitation Service <i>(Concrete assistance with activities of daily living)</i> Interactive Psychotherapy <i>(Individual-play)</i> Targeted Case Management	
DTQI (Depression Treatment Quality Improvement Intervention)	Assessment Collateral Group Psychotherapy Individual Psychotherapy Targeted Case Management	

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**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MHA PEI PROGRAMS CORE INTERVENTIONS AND ANCILLARY SERVICES GUIDE**

PEI Program	Core Interventions <i>(A minimum of 51% of PEI services delivered)</i>	Ancillary Services* <i>(Not to exceed 49% of PEI services delivered)</i>
EDIPP (Early Detection & Intervention for Prevention of Psychosis)	Assessment Collateral Family Psychotherapy Group Rehabilitation <i>(Based on type of service and not on professional delivering the service)</i> Individual Psychotherapy Individual Rehabilitation Service <i>(Based on type of service and not on professional delivering the service)</i> Multi-family Group Psychotherapy Targeted Case Management	Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.
FFT (Functional Family Psychotherapy)	Assessment Collateral Family Psychotherapy	
GLBT (GLBT CHAMPS: Comprehensive HIV & At-Risk Mental Health Services)	Under Development	
Group Cognitive Behavioral Therapy of Major Depression	Under Development	
IMPACT (Improving Mood-Promoting Access to Collaborative Treatment)	Under Development	
IPT (Interpersonal Psychotherapy for Depression)	Assessment Family Psychotherapy Group Psychotherapy Group Rehabilitation Individual Psychotherapy Individual Rehabilitation Service	
IY (Incredible Years)	Assessment Collateral Group Psychotherapy	

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**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MHPA PEI PROGRAMS CORE INTERVENTIONS AND ANCILLARY SERVICES GUIDE**

PEI Program	Core Interventions <i>(A minimum of 51% of PEI services delivered)</i>	Ancillary Services* <i>(Not to exceed 49% of PEI services delivered)</i>
LIFE (Loving Intervention Family Enrichment Program)	Assessment Collateral Group Psychotherapy Group Rehabilitation Multi-family Group Psychotherapy	<p>Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.</p>
MAP (Managing & Adapting Practice)	Assessment Collateral Family Psychotherapy Group Psychotherapy Group Rehabilitation Services Individual Psychotherapy Interactive Group Psychotherapy Interactive Psychiatric Diagnostic Interview Interactive Psychotherapy (Individual-play) Individual Rehabilitation Services Multi-family Group Psychotherapy Targeted Case Management Team Conference/Case Consultation	
MDFT (Multidimensional Family Therapy)	Assessment Collateral Family Psychotherapy Individual Psychotherapy Targeted Case Management Team Conference/Case Consultation	
MST (Multisystemic Psychotherapy)	Assessment Collateral Family Psychotherapy Targeted Case Management	
PCIT (Parent-Child Interaction Therapy)	Assessment Collateral Family Psychotherapy	
PE (Prolonged Exposure Therapy for Posttraumatic Stress Disorder)	Under Development	
Reflective Parenting Program	Under Development	

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**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MHSA PEI PROGRAMS CORE INTERVENTIONS AND ANCILLARY SERVICES GUIDE**

PEI Program	Core Interventions <i>(A minimum of 51% of PEI services delivered)</i>	Ancillary Services* <i>(Not to exceed 49% of PEI services delivered)</i>
Seeking Safety	Assessment Family Psychotherapy Group Psychotherapy Group Rehabilitation Services Individual Psychotherapy Individual Rehabilitation Service Targeted Case Management	Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.
SFP (Strengthening Families Program)	Assessment Collateral Family Psychotherapy Individual Psychotherapy	
TF-CBT (Trauma Focused Cognitive Behavioral Psychotherapy)	Assessment Collateral Family Psychotherapy <i>(Referred to as conjoint in TF-CBT model)</i> Individual Psychotherapy	
Triple P Level 4 Standard/Standard Teen (Positive Parenting Program)	Assessment Collateral	
Triple P Level 4 Group (Group Positive Parenting Program)	Assessment Collateral - Individual or Group <i>(Per Facilitator's Manual for Group Triple P)</i> Multi-family Group Psychotherapy <i>(For group of parents)</i> <i>(This service can only be claimed by staff trained in Level 4 Group Triple P)</i>	
Triple P Level 5 Pathways	Assessment Collateral <i>(For individual or group of parents)</i> Multi-family Group Psychotherapy <i>(For group of parents)</i>	
Triple P Level 5 Enhanced	Assessment Collateral	

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**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MHSA PEI PROGRAMS CORE INTERVENTIONS AND ANCILLARY SERVICES GUIDE**

PEI Program	Core Interventions <i>(A minimum of 51% of PEI services delivered)</i>	Ancillary Services* <i>(Not to exceed 49% of PEI services delivered)</i>
UCLA TTM (UCLA Ties Transition Model)	Assessment Collateral Family Psychotherapy Group Psychotherapy Individual Psychotherapy Interactive Psychiatric Assessment Interactive Psychotherapy <i>(Individual-play)</i> Multi-family Group Psychotherapy Targeted Case Management Team Conference/Case Consultation	Definition of Ancillary: Any mental health service listed in your agency contract but not listed in this table as a core intervention for the specific PEI Program can be claimed to the appropriate PEI Plan in the same manner that the core interventions are claimed while the individual is receiving core intervention mental health services under a PEI Program.

* Agencies interested in providing Psychological Testing as a PEI Ancillary Service should contact their Lead District Chief.

This Guide, prepared by DMH, lists and defines the compliant codes that the DMH believes reflects the services it provides throughout its system, whether by directly-operated or contracted organizational providers or individual, group, or organizational network providers. This analysis does not, however, absolve Providers, whether individuals or agencies from their responsibility to be familiar with nationally compliant codes and to inform and dialogue with the DMH should they believe differences exist.

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**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Program Support Bureau - MHSA Implementation Unit
Prevention & Early Intervention (PEI) Evidenced Based Practices (EBP) OUTCOME MEASURES**

FOCUS OF TREATMENT	EBS, CDES, PP	Age	GENERAL OUTCOME MEASURE	Age	AVAILABLE LANGUAGES	SPECIFIC OUTCOME MEASURE	Age	AVAILABLE LANGUAGES
ANXIETY	Managing and Adapting Practice (MAP) - Anxiety & Avoidance **	3-19	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	Revised Child Anxiety and Depression Scales (RCADS) - Parent Revised Child Anxiety and Depression Scales (RCADS) - Child	6-18 6-18	Chinese, English, Spanish
		3-18						
TRAUMA	Trauma Focused-Cognitive Behavioral Therapy (TF-CBT) *	3-18						
	Seeking Safety (SS)	13-20	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	UCLA PTSD-Reaction Index for Children and Adolescents (UCLA PTSD-RI) - Parent UCLA PTSD-Reaction Index for Children and Adolescents (UCLA PTSD-RI) - Child	3-18 6-20	Arabic, Chinese, English, Japanese, Persian, Russian, Spanish
	Cognitive Behavioral Intervention for Trauma in Schools (CBITS)	10-15						
	Managing and Adapting Practice (MAP) - Traumatic Stress **	2-18						
	Abuse Focused-Cognitive Behavioral Therapy (AF-CBT)	6-15						
TRAUMA	Child Parent Psychotherapy (CPP)	0-6	Youth Outcome Questionnaire - 2.01 (Parent)	4+	English Spanish	*Trauma Symptom Checklist for Young Children †	3-6	Chinese, English, Korean, Spanish
TRAUMA	Prolonged Exposure for PTSD (PE)	18-70	Outcome Questionnaire - 45.2*	18+	English Spanish	PTSD Symptom Scale (PDS)	18-70	English
DEPRESSION	Interpersonal Psychotherapy for Depression (IPT)	12-18	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	Patient Health Questionnaire - 9	12+	Arabic, Chinese (Cantonese, Mandarin), English, Korean, Russian, Spanish
	Depression Treatment Quality Improvement (DTQI)	12-20						
DEPRESSION	Managing and Adapting Practice (MAP) - Depression and Withdrawal **	8-21						
	Group Cognitive Behavioral Therapy of Major Depression (Group CBT for Depression) (M/PACT)	18+	Outcome Questionnaire - 45.2	18+	English Spanish	Patient Health Questionnaire - 9 PHQ-9, GAD, PTSD-Screen	18+ 18-64	Arabic, Chinese, English, Korean, Russian, Spanish
PARENTING and FAMILY DIFFICULTIES	Triple P Positive Parenting Program (Triple P)	0-18						
	Incredible Years (IY)	0-12	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0	4-17 12-18	English Spanish	Eyberg Child Behavior Inventory Sutter-Eyberg Student Behavior Inventory [when parent is unavailable]	2-16 2-16	Chinese, English (USA), Japanese, Korean, Russian, Spanish
	Parent - Child Interaction Therapy (PCIT)	0-12						
	UCLA Ties Transition Model (UCLA Ties)	0-8						
	Reflecting Parenting Program (RPP)	0-12						

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
Program Support Bureau - MHSA Implementation Unit
Prevention & Early Intervention (PEI) Evidenced Based Practices (EBP) OUTCOME MEASURES**

FOCUS OF TREATMENT	EBS, CDES, PP	Age	GENERAL OUTCOME MEASURE	Age	AVAILABLE LANGUAGES	SPECIFIC OUTCOME MEASURE	Age	AVAILABLE LANGUAGES
PARENTING & FAMILY DIFFICULTIES	Caring for Our Families (CFOF)	5-11	Youth Outcome Questionnaire - 2.01 (Parent)	4 - 17	English Spanish	Child Behavior Checklist (CBCL) Youth Self-Report Form (YSR) Teacher Report Form (TRF) Family Assessment Form (FAF)	6-18 11-18 6-18 N/A	Arabic, Armenian, Cambodian, Chinese, English, Japanese, Korean, Russian, Spanish, Tagalog, Vietnamese
	Nurse Family Partnerships (NFP)	11-35	Outcome Questionnaire 10.2	18+	English Spanish	Parent Health Questionnaire – 9 Ages and Stages Questionnaire Parenting Stress Index, 3rd Edition	12 – 35 3mos+ 3mos+	English
DISRUPTIVE BEHAVIOR DISORDERS	Aggression Replacement Training (ART)	12-17	Youth Outcome Questionnaire - 2.01 (Parent)	4-17	English	Eyberg Child Behavior Inventory	2 – 16	Chinese, English (USA), Japanese, Korean, Russian, Spanish
	Aggression Replacement Training - Skill Streaming (ART)	5-12	Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	12-18 19+	English Spanish	Sulter Eysberg Student Behavior Inventory [when parent is unavailable]	2 – 16	
SEVERE BEHAVIORS/ CONDUCT DISORDERS	Brief Strategic Family Therapy (BSFT)	10-18						
	Multidimensional Family Therapy (MDFT)	11-18	Youth Outcome Questionnaire - 2.01 (Parent)	4-17	English	Revised Behavior Problem Checklist - PAR Edition	5-18	English
	Strengthening Families Program (SFP)	3-16	Youth Outcome Questionnaire - Self-Report - 2.0	12-18	Spanish			
	Loving Intervention Family Enrichment (LIFE)	10-17						
SEVERE BEHAVIORS/ CONDUCT DISORDERS	Functional Family Therapy (FFT)	10-18	Youth Outcome Questionnaire - 2.01 (Parent)	4-17	English	Developer Required: Clinical Services System Client Outcome Measure Therapist Outcome Measure	10-18	English
	Multisystemic Therapy (MTS)	11-17	Youth Outcome Questionnaire - Self-Report - 2.0	12-18	Spanish	Developer Required: Therapist Adherence Measure Supervisor Adherence Measure	11-17	English
CRISIS	Crisis Oriented Recovery Services (CORS)	3+	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	BASIS-24	18+	English
FIRST BREAK/ TAY	Early Detection & Intervention for Prev. of Psychosis (EDIPP)	12-20	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	BASIS-24*	18+	English
MISC.	GLBT Comprehensive HIV & AI-RISK (MHS GLBT CHAMP) CDE**	15 - 25	Youth Outcome Questionnaire - 2.01 (Parent) Youth Outcome Questionnaire - Self-Report - 2.0 Outcome Questionnaire - 45.2*	4-17 12-18 19+	English Spanish	RCADS (6-18); PHQ-9(12+); BASIS-24 (18+); SF-12 (); CIDI (); Young Mania Scale ();		HOLD - Per PEI Admtn.

Treatments Requiring Further Action

* Outcome collection for TF-CBT should have begun in December 2010 (MHSA implementation memo dated 12/14/2010)
 ** Providers should have begun collecting outcomes for MAP-Anxiety, MAP-Traumatic Stress and MAP-Depression in February 2011 (MHSA implementation memo dated 2/22/2011)
 * Outcome data for CPP and EDIPP shall be submitted to DMH at intake, 6-month intervals and discharge

SERVICE EXHIBIT 1087

**Provided through a First 5 LA Grant
for Children Ages 2-5 yrs.**

Parent-Child Interaction Therapy

MODES OF SERVICE (15 AND 45)

1. BACKGROUND

As a result of an agreement between Los Angeles County and the Los Angeles County Children and Families First-Proposition 10 Commission ("First 5 LA") the Department of Mental Health (DMH) received funding to provide Parent-Child Interaction Therapy (PCIT) services, through June 30, 2019.

PCIT is an Evidence-Based Practice ("EBP") which is a treatment practice for young children with externalized acting-out behaviors and that places emphasis on improving the quality of the parent-child relationship and changing parent-child interaction patterns. This EBP has been successfully used to help young children who may have serious behavioral problems such as aggression, defiance, temper tantrums and oppositional behaviors. It has also been documented as an effective practice for reducing incidences of low to moderately severe physical abuse cases involving young children.

The intent of this multi-year project is to: 1) increase the number of trained PCIT therapists within Los Angeles County; 2) increase access to PCIT mental health services for children two to five years of age and their parents residing in or receiving authorized services in Los Angeles County; and 3) improve child and family functioning among the target population who receive PCIT services.

2. PERSONS TO BE SERVED

Consistent with this multi-year grant, Provider shall deliver services to children two through five years of age and parent/caretaker residing in or receiving authorized services in Los Angeles County.

3. PCIT TRAINING

Provider shall attend PCIT trainings delivered by trained and approved University of California (UC) Davis PCIT staff.

To qualify for this training, Provider's staff must be full-time equivalents (FTEs) and meet the following requirements:

- a) Have a master's degree or higher in the mental health field and must be currently working with children and families.
- b) Be licensed in his or her field or be eligible to receive supervision from a licensed individual trained in PCIT.

Providers who have received First 5 LA PCIT trainings shall deliver PCIT at the designated sites as set forth in the LE Agreement after completion of this training.

4. PCIT PROVIDER STAFFING (Minimum)

Therapist (2.0 FTE): Licensed, Registered, Waivered, Doctor of Philosophy (PhD)/Doctor of Psychology (PsyD), Licensed Clinical Social Worker (LCSW), Marriage Family Therapist (MFT), Licensed Professional Clinical Counselor (LPCC). These clinicians must be aware of, and be able to address, issues specific to the cultural experience in the community where the programs are located. The therapist is responsible for providing First 5 LA PCIT service to the client and the client's family, monitoring client progress, routine charting, data collection, and case consultation with supervisory staff.

Clinical Supervisor (1.0 FTE): Licensed, Registered, Waivered, PhD/PsyD, LCSW, MFT, LPCC. The Clinical Supervisor is responsible for overseeing all aspects of the First 5 LA PCIT training including training of clinical staff, performing fidelity checks on the service model, providing routine clinical supervision for line clinical staff, ensuring that charting and data collection procedures are in order, and ensuring that utilization is within the service budget. Additionally, there is an expectation that the clinical staff will have experience/expertise in clinical work with Birth to Five populations.

5. FUNDING

Funding for PCIT services will be allocated to each Provider, and may be used for the following:

- Retrofitting the facility and purchasing equipment (see invoice Attachment A)
- Stipends for clinical staff training time (see invoice in Attachment B)
- Funding for Community Outreach Services to promote PCIT
- Funding for Indigent direct services
- Allocation for Medi-Cal match
- Funding for transportation, childcare and program supplies (see invoices in Attachments C, D and E)

On an annual basis, Los Angeles County-DMH shall determine funding allocation for each fiscal year. The allocation may differ from year to year.

6. FACILITY UPGRADES

Providers that request funding for facility upgrades, must use funding to develop one (1) stripped therapy room with one or more adjacent/adjoining observation room(s). The stripped therapy room and adjacent/adjoining observation room shall have one shared/common wall, within the same building, to accommodate a one-way mirror which is required for observation.

Providers shall obtain estimates for facility upgrades and shall submit these requests to DMH for final approval.

Additionally, Provider must use a HIPAA-compliant communication system to communicate with the parent in real-time, during the parent-child sessions.

Providers shall obtain estimates for equipment upgrades and shall submit these requests to DMH for final approval.

7. SERVICE DELIVERY SITES

Services shall be delivered at the service delivery sites listed in Service Delivery Site Exhibit-Attachment IV of the Legal Entity Agreement. Provider shall request approval from the Department of Mental Health (DMH) Program Manager, in writing, a minimum of 60 days before terminating services at any of the location (s) listed on its Agreement and/or before commencing services at any other location (s) not previously approved in writing by the DMH Program Manager. All services delivery sites listed in the Legal Entity Agreement shall be operational within 30 days of the commencement of the Agreement or Agreement amendment.

8. PROGRAM ELEMENTS AND SERVICES

Provider, in the provision of all PCIT services, shall comply with the following services:

8.1 Culturally and Linguistically Appropriate Services. Services shall be delivered by professional staff that have similar cultural and linguistic backgrounds to those of the client population (s) served. Providers shall understand and utilize the strengths of culture in service delivery and incorporate the language and cultures of their clients into the services that provide the most effective outcomes.

8.2 Program Model. The PCIT treatment has two phases, each focusing on a different parent-child interaction: child-directed interaction (CDI) and parent-directed interaction (PDI). In each phase, parents attend one didactic session to learn interaction skills and then attend a series of coaching sessions with the child in which they apply these skills. During the CDI phase, parents learn nondirective play skills similar to those used in play therapy and engage their child in a play situation with the goal of

strengthening the parent-child relationship. During the PDI phase, parents learn to direct the child's behavior with clear, age-appropriate instructions and consistent consequences with the aim of increasing child compliance. Ideally, during coaching sessions, the therapist observes the interaction from behind a one-way mirror and provides guidance to the parent through a "bug-in-the-ear" hearing device.

- 8.3 Collateral. Collateral sessions with parents or caregivers are also a part of PCIT and parent training content may be presented in this mode. In those situations where on-going contact with individual parents/caregivers is desirable, then the parent or, if indicated, the family should be transitioned to a more intensive service.
- 8.4 Family Therapy. Family therapy is a component of the PCIT curricula to address the CDI and PDI instructions. Family therapy is short-term and should terminate following the completion of the CDI and PDI section of the PCIT curricula.
- 8.5 Assessment. Assessment services are provided at intake and other critical junctures during the PCIT curricula in order to ascertain progress and assessment of treatment outcomes.
- 8.6 Community Outreach Services (COS). Some aspects of the PCIT curricula identified above, particularly those components related to prevention (when there is no open mental health episode or identified client) may be offered via COS as listed below. It is vitally important that any agency engaging in COS should reflect the service recipients' and service areas' cultural, ethnic and language characteristics.
 - 8.6.1 Community Client Services (CCS). CCS services may include the provision of the PCIT curricula to individuals or groups in instances where there is no identified client(s) or open mental health episode(s). CCS services are primarily preventative in nature but may also constitute an early intervention in some cases. Should a Provider find that extended or more intensive services are required, then the client(s) should be transitioned into a more appropriate service. Clinical tasks include screening clients and referral to specialty mental health services.
 - 8.6.2 Mental Health Promotion (MHP). MHP activities are directed at addressing and removing the barriers of mental health stigma and discrimination. The goal of the MHP is to educate groups of individuals on the benefits of mental health treatment in a manner that is consistent and respectful of diverse cultures. Clinical Tasks include outreach and engagement strategies and activities directed

at informing un-served, under-served and inappropriately-served ethnic minority populations, about the services through PCIT.

9. OUTCOME MEASURES

As set forth in Table 1. PCIT Outcome Measures below, three instruments will be used to measure program outcomes.

TABLE 1. PCIT OUTCOME MEASURES

Program Outcomes	Method/Measures of Success
1. Decrease symptoms of trauma.	<ul style="list-style-type: none"> • Trauma Symptom Checklist for Young Children (TSCYC)
2. Improve dysfunctional parenting behaviors. Improve parental distress and perception of disruptive behavioral characteristics.	<ul style="list-style-type: none"> • Parenting Stress Index: Short Form (PSI-4:SF)
3. Improve parent-child interaction and teacher assessment of disruptive behaviors.	<ul style="list-style-type: none"> • Eyberg Child Behavior Inventory (ECBI) Parent Report • Sutter-Eyberg Student Behavior Inventory-Revised (SESBI-R) Teacher Report

The Provider shall administer these measures at intake, at specific intervals during treatment, and again at treatment completion. The TSCYC is only administered when there is a trauma history present.

10. DATA COLLECTION

Provider shall have a data collection system that collects, manages, and generates data and reports on the effectiveness of: services delivered, performance outcomes, and quality improvement interventions, including pertinent demographics of persons receiving services.

This data collection system shall include DMH First 5 LA PCIT outcome measures as well as UC Davis Program Reports and UC Davis PCIT Logs. Outcome Measure data should be input within 30 days of collection.

Provider shall submit report(s) as requested by DMH.

Providers should be aware that LA County DMH may use the reports described in this section to determine the Provider's annual funding for PCIT, in addition to other factors at LA County DMH's discretion.

11. PERFORMANCE-BASED CRITERIA

DMH shall monitor and evaluate providers on performance-based criteria which include but are not limited to the:

- Data entry of required outcome measures (outcome measures are the assessment tools utilized in the evaluation of clients' progress in treatment);
- Confidential and clinical documentation (e.g. Infancy, Child, And Relationship Enrichment (ICARE) initial assessment form, progress notes, treatment plans);
- Completion of pre-site visit questionnaires;
- Participation in the PCIT network events;
- Maintenance of PCIT staff registries;
- Maintenance of a birth to 5 referral stream; and
- PCIT training progress

Service Exhibit 1100
STATEMENT OF WORK
CLIENT SUPPORTIVE SERVICES (CSS) FOR
MENTAL HEALTH SERVICES ACT (MHSA) PROGRAMS

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Mental Health Services Act (MHSA), adopted by the California electorate on November 2, 2004, created a new permanent revenue source administered by the California Department of Health Care Services (DHCS) for the transformation and delivery of mental health services provided by State and County agencies. The MHSA requires the development of integrated plans including Prevention and Early Intervention, Innovation, and Community Services and Supports that promote hope, wellness resiliency, and recovery.

In order for Los Angeles County to be eligible to receive MHSA funding, it is necessary to expand and transform the services it delivers. In response to the MHSA, the Department of Mental Health (DMH) has designed and implemented programs, contracts, policies, procedures and payment processes that support the provision of these services and fulfill the commitment to do “whatever it takes” to assist clients in improving their quality of life. The MHSA programs, such as Full Service Partnership (FSP) services, are modeled on those provided through Assembly Bill (AB) 2034 which, in addition to mental health services, provides for a full array of services including housing, employment, education, and integrated treatment for co-occurring mental illness and substance abuse disorders.

In addition to the FSP services, DMH provides services to many mentally ill individuals and their families in need of assistance with housing, personal, vocational and program/socialization needs in addition to therapeutic interventions. DMH has developed this Statement of Work (SOW) to facilitate the availability of these services to clients of its MHSA programs whenever needed.

2.0 CONTRACT REVISIONS

2.1 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, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, 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, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Intentionally Omitted

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 problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

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 5 workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within 5 workdays.

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.

5.0 DEFINITIONS

Client Supportive Services (CSS): Services provided by MHSA programs that are not billed through units of service that support a client in his/her recovery, including housing, employment, education, and integrated treatment of co-occurring mental illness and substance abuse disorders.

CSS funds: Allocated as aggregate pool of funds that should only be used under special circumstances and as a last resort. They are client specific and are only intended to cover the cost of additional and/or alternative supports and services directly related to the client's service plan that lack funding or for which there is no traditional payment mechanism available. The service provider is responsible for utilizing CSS funds in a manner that is clearly tied to the client's treatment and recovery goals. Items must be used in the fiscal year in which they are purchased.

Mode of Service: describes a classification of service types used for Client and Services Information System (CSI) and Cost Reporting. This allows any mental health services type recognized by DMH to be grouped with similar services. Modes of Service not allowable under CSS are:

- 05 (24 Hour Services)
- 10 (Less than 24 Hour Day Treatment Program Services)

- 15 (Outpatient Services)
- 45 (Outreach Services)
- 60 (Support Services)

Service Function Code (SFC): Numeric-billing codes used to identify a service or service category within a Mode of Service used for billing purposes. The following SFCs pertain to the use of CSS:

- SFC 70: Expenses related to providing housing supports, including housing subsidies or permanent, transitional and temporary housing; master leases, security deposits and other fiscal housing supports.
- SFC 71: Expenses related to the operational costs of providing housing supports to clients including building repair and maintenance, utilities and other operating costs incurred in providing client housing supports.
- SFC 72: Flexible client support expenditures relating to personal, community integration and/or educational client/family/caregiver services and supports.
- SFC 75: Applies to the one-time cost of capital assets dedicated solely to non-Medi-Cal activities. (Not applicable to the PEI program)
- SFC 78: Applies to the cost of salaries, benefits, and related general operating expenditures incurred in providing non-Medi-Cal client supports not otherwise reported in Treatment or Outreach Programs (Mode 05, 10, 15, or 55).

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

CONTRACTOR

6.2 Project Manager

- 6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. Contractor shall provide a telephone number where the Project Manager may be reached during the hours of 8:00 a.m. to 5:00 p.m.
- 6.2.2 Project Manager shall act as a central point of contact with the County.

6.2.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3 Personnel

6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

6.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

6.4 Identification Badges

6.4.1 Intentionally Omitted

6.4.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor’s Staff Identification, of the Contract.

6.5 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.

6.6 Training

6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 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.

6.7 Contractor’s Office

Contractor shall maintain an 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 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. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within forty-eight (48) hours of receipt of the call.**

7.0 SPECIFIC WORK REQUIREMENTS

7.1 Program Elements and Services

A. Service Function Code 70: Client Housing Support Expenditures

SFC 70 applies to the cost of providing housing supports, including housing subsidies for permanent, transitional and temporary housing; master leases; motel and other housing vouchers and shelters; rental security deposits; first and last month rental payments; and eviction prevention and other fiscal housing supports. For the ISM Program and the Integrated Clinics (IC) Program, Client Housing Support (CHS) expenditures, SFC 70, apply to the costs associated with providing transitional housing. On-going rental assistance/housing shall only be allowable through Master Leasing; paid through General System Development (GSD) as a project based housing resource to increase housing capacity. Client-based rental assistance/housing is not allowable for the ISM and IC plans under CSS SFC 70. The salaries and benefits of staff that provide client housing supports are not included.

1. SFC 70 does not include the capital costs used to purchase, build or rehabilitate housing, or the salaries and benefits of staff used to provide client housing supports.
2. SFC 70 should not include service costs reported under Modes 05, 10, or 15. Units of service should not be reported for SFC 70.

B. Service Function Code 71: Client Housing Operating Expenditures

SFC 71 applies to the operating costs of providing housing supports to clients, including building repair and maintenance; utilities; housing agency management fees; insurance; property taxes and assessments; credit reporting fees, and; other operating costs incurred in providing client housing supports.

1. SFC 71 does not include the capital costs used to purchase, build, or rehabilitate housing, or the salaries and benefits of staff used to provide client housing supports.
2. SFC 71 should not include service costs reported under Modes 05, 10, or 15. Units of service should not be reported for SFC 71.

C. Service Function Code 72: Client Flexible Support Expenditures

SFC 72 applies to the cost of providing supports to clients and their caregivers, including cash payments, vouchers, goods, services, items necessary for daily living (such as, food, clothing, hygiene, etc.), travel, transportation, respite services for caregivers, and other family support

services. Clients may also receive assistance with housing expenses, including, but not limited to, furniture, appliances, housewares, and moving expenses.

Funding for personal/community integration may be provided to assist clients in achieving their treatment goals and in supporting their integration into the larger community. Items may include, but are not limited to, school supplies, tuition, socialization, and recreational activities. This funding may also be used for medical, dental care, optical care, prescriptions, and laboratory tests when the client does not have insurance to pay for such care.

1. SFC 72 does not include the salaries and benefits of staff used to provide client flexible supports.
2. SFC 72 should not include service costs reported under Modes 05, 10, or 15. Units of service should not be reported for SFC 72.

The use of CFS expenditures for gift card purchases is restricted to a limited supply to cover categorical expenditures over a two (2) month time period. Gift cards should not be routinely given to individual clients, but should only be used to supplement a client's resources. Gift card allocations per month per client cannot exceed \$150 unless pre-approved by DMH. Items and services purchased with gift cards must be purchased/used in the fiscal year in which the gift card was purchased. Clients must be informed of non-allowable purchases when using gift cards (See Section IV. Non-Allowable Client Supportive Services Expenditures).

Gift cards must be properly secured and accounted for by maintaining a gift card tracking system that includes the following minimum information:

- a. Gift card vendor name
- b. Gift card serial number
- c. Date gift card was bought
- d. Name of the client to whom the gift card was given
- e. Date gift card was given to the client
- f. Signature of client acknowledging receipt of the gift card
- g. Gift card balance
- h. Copies of receipts for gift card purchases
- i. Name and signature of authorized personnel who give the client the gift card

There must be internal policies and procedures that include, but are not limited to, gift card security, accountability and dispersal, the requirement that gift card purchases must relate to the client's care/treatment plan and how clients will be informed of non-allowable purchases when using gift cards.

D. Service Function Code 75: Non-Medi-Cal Capital Assets (not applicable to PEI programs)

SFC 75 applies to the one-time cost of capital assets dedicated solely to non-Medi-Cal activities. These expenses must be \$5,000 or greater; they may be claimed in the year purchased or depreciated over the useful life of the asset. Expenses that should be reported under SFC 75, provided such expenses are dedicated solely to non-Medi-Cal activities, include:

1. Purchasing land or buildings used for client housing or other non-Medi-Cal activities (note: land is not a depreciable asset).
2. Construction or rehabilitation of housing, facilities, buildings or office/meeting spaces.
3. Related “soft” costs for development, including facilities, buildings or office/meeting spaces.
4. Vehicles (with prior LACDMH approval).
5. Other capital assets dedicated solely to non-Medi-Cal activities.
 - a. Mental Health funds used to leverage other housing resources, including other collaborative housing projects, should be included under SFC 75.
 - b. Units of Service should not be reported for SFC 75.
 - c. The cost of capital assets included in the service costs per unit under Modes 05, 10 or 15 must be depreciated and should not be included in SFC 75. (Refer to the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (HIM-15), Part 1, Chapter 1, for guidance on depreciation requirements.)
 - d. All fixed assets or real estate acquisitions purchased within the parameters of this exhibit require the Director’s prior approval. This service function code should not be used for Prevention and Early Intervention.

E. Service Function Code 78: Other Non-Medi-Cal Client Support Expenditures

SFC 78 applies to the cost of salaries, benefits, and related general operating expenditures incurred in providing non-Medi-Cal client supports not otherwise reported in Treatment or Outreach Programs (Mode 05, 10, 15, or 55). The salaries for the services of vocational and housing specialists are also included.

1. These funds can be allocated for, but are not limited to, the payment of salaries and employee benefits of consumers hired to work part- or full-time performing specific job duties as approved by DMH, such as life coaches and/or consumer/peer/parent advocates that are members of the program's treatment team.
2. Funding may be provided to maximize clients' ability to achieve their vocational goals and may be used to compensate clients that are engaged in work-related activities and family support activities, such as work experience at the agency. To prepare and support clients in obtaining employment, these funds can be allocated for, but are not limited to, educational/vocational job searches, job development, job placement, and job coaching.

7.2 Persons to Be Served

DMH contractors serve clients of all ages, races, cultures, and conditions who meet MHSA focal population criteria. Persons to be served by this program include children, transition-age youth (TAY), adults, and older adults receiving MHSA- Recovery, Resilience, Reintegration (RRR) with insufficient funds to provide the materials and resources necessary to achieve their treatment goals.

7.3 Reimbursement

CSS expenditures can only be used when the client does not have sufficient financial resources, including Supplemental Security Income (SSI) to pay for a necessary CSS expenditures (housing, personal/community integration, vocational, etc.) and these expenditures cannot be obtained or reimbursed through another community and/or funding resource including medical insurance. When these funds are used, the client's chart/record must document how the use of the CSS funding is directly related to the client's care/treatment plan and recovery goals and what other community and/or funding resources have been explored but were unavailable to obtain the necessary item or service. Although the use of CSS funds is client specific, they are allocated as an aggregate pool of funds. The use of CSS funds is not an entitlement.

Items and services purchased with CSS funds including staff time that is not otherwise reimbursed through the Integrated Behavioral Health Information System (IBHIS) or any other leveraging sources must be used in the fiscal year in which they are purchased.

All CSS expenditures are subject to random audits by DMH and/or the Los Angeles County Office of the Auditor-Controller.

A Supplemental Information Request Form (Attachment E) must be submitted to the Program Lead District Chief for CSS funds used for any ongoing client expenses beyond three (3) months. There must be clear documentation indicating how the ongoing expense relates to the client's care/treatment plan

and recovery goals and what steps have been taken to secure alternative sources of funding for the expense.

A. Expenditures Eligible for Reimbursement through Client Supportive Services

1. SFC 70: Client Housing Support Expenditures
2. SFC 71: Client Housing Operating Expenditures
3. SFC 72: Client Flexible Support Expenditures
4. SFC 75: Non-Medi-Cal Capital Assets
5. SFC 78: Other Non-Medi-Cal Client Support Expenditures

B. Non-Allowable Client Supportive Services Expenditures

1. Alcohol
2. Tobacco
3. Illegal substances/activities
4. Incentives
5. Sexually explicit materials
6. Costs for staff to accompany clients to venues or events such as sporting events, concerts or amusement parks
7. Medi-Cal Share of Cost
8. Prescription drugs that are reimbursed by a client's medical insurance, a Prescription Assistance Program or DMH's Indigent Medications Program.
9. Expenses related to purchasing land or buildings or the construction/rehabilitation of housing, facilities, buildings or offices
10. Costs that are reimbursed by any other funding source including units of services costs reported under Modes 05, 10, 15 or 45
11. Program vehicles
12. Prescription drugs that would otherwise be available via Indigent Medication / Prescription Assistance programs

7.4 COMMUNITY DESIGNED INTEGRATED SERVICE MANAGEMENT MODEL (ISM)

For the ISM program, CSS funds can also be used for staff time to provide physical health or other services to clients but only for those services that are not reimbursable through any other funding source such as health insurance including Medi-Cal and Medicare. Also, CSS funds can be used for staff time for Program Director (1 FTE) and Administrative Assistant positions (1 FTE), only for time dedicated to ISM services, which is not reimbursable through any other funding source such as health insurance including Medi-Cal and Medicare.

An ISM CSS Pre-approval form (Attachment G) must be submitted when requesting pre-approval for the following: food/beverages for Outreach, Engagement and Education activities, non-traditional services, medical services and materials. There must be clear documentation indicating how the ongoing expense relates to the client's care/treatment plan and recovery goals and what

steps have been taken to secure alternative sources of funding for the expense. DMH reserves the right to require pre-approval for additional costs as well the right to deny CSS fund requests.

7.5 Documentation Requirements for Reimbursements

The following supportive documentation shall be maintained on file in accordance with Record Retention and Inspection-Audit Settlement, paragraph 8.38 of the Contract:

- A. Original receipts to support payment invoices that identify individual clients and/or bulk purchases. If an original receipt is not obtainable, a copy of the receipt or justification as to why the receipt was not obtained should be retained.
- B. Copies of the original rental agreements, including the Return of Security and Rental Deposit Agreement, signed by the client/caregiver and the property owner or authorized agent, when a client receives or secures an apartment or house.
- C. Copies of signed checks issued.
- D. Copies of staff time records identifying time spent on providing eligible housing, vocational support, peer support, and socialization services that are not captured through mental health units of service billings.

7.6 Submission of Monthly Invoices

A. Client Supportive Services Monthly Claim for Cost Reimbursement (Attachment A)

Contractor shall, on the last day of each month, complete a separate Client Supportive Services invoice form for expenditures, indicating the funding source name and age group (e.g. FSP-Adult, FSP-IFCCS, RRR-Integrated Clinic), categories of expenses (SFC 70, 71, 72, 75, or 78) and the amount spent, including staff salaries. All claims are to be submitted by Contractor to DMH within sixty (60) days from the month in which the expenditure occurred.

B. CSS Expense Reimbursement Claim (Attachment B)

The CSS Expense Reimbursement Claim form shall include CSS expenses incurred during that month. CSS expenses incurred in different months shall not be combined on the same invoice. The invoice must include the client's name, Integrated System (IS)/Integrated Behavioral Health Information System (IBHIS) number, from whom the service was provided or where the item was purchased (vendor/service provider name) a description of the item/service purchased, and the amount claimed by

Service Function Code (SFC 70, 71, 72 or 78). If CSS expenditures are used for individuals who are receiving outreach and engagement services, indicate "O & E" instead of an IS/IBHIS number.

**C. Reimbursement of Staff Time Claim Detail (Attachment C)
CSS Monthly Workflow (Attachment F)**

The CSS Staff Time Claim Detail form shall include time spent and indicate the hourly rate as indicated in the Contractor’s Negotiation Package. The Contractor shall only capture reimbursement for staff time dedicated to services that cannot be claimed in the IS/IBHIS for services rendered by staff who cannot claim in the IS/IBHIS. The invoice must include staff name, staff title, hours worked and hourly rate. Contractor shall maintain a staff roster and submit changes to DMH within twenty four (24) hours of staff change. For ISM, a CSS Monthly Workflow form (Attachment F) must be submitted with CSS Staff Time Claim Detail with a summary of administrative duties and an estimated percentage of time for each of the administrative duties performed by the Program Director and Administrative Assistant with each invoice.

D. Reimbursement of Client Time Claim Detail (Attachment D)

The CSS Client Time Claim Detail form shall include time spent and indicate the hourly rate as indicated in the Contractor’s Negotiation Package. The invoice must include date of service, IS/IBHIS number, client name, service description and time spent. The Contractor shall only capture reimbursement for staff time dedicated to the following services that cannot be claimed in the IS/IBHIS for services rendered by staff:

Assessment and Diagnosis:	<ul style="list-style-type: none"> • Physical examination • Laboratory and other diagnostic assessment
Treatment:	<ul style="list-style-type: none"> • Management of chronic illnesses • Prescription and monitoring of medications
Risk Oriented Preventative Services:	Diagnostic assessments and procedures (PAP smear and screening pelvic examination, clinical breast examination, referral for mammography, prostate cancer screening, colorectal cancer screening, STD/HIV prevention, testing and counseling; smoking cessation, family planning, nutrition counseling, wellness and health education, that is consistent with community standards for such services.

The Client Supportive Services Expense Claim form(s) shall be submitted to:

County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue, 8th Floor
Los Angeles, CA 90020
ATTN: Provider Reimbursement Unit

7.7 DMH Review and Approval of Invoices

The DMH Provider Reimbursement Unit will log in all expense claim forms and then forward them to the designated DMH Manager for review and approval. The Manager will review the invoices and sign to affirm that expenditures meet established Client Supportive Services procedures. Approved invoices will be forwarded to the DMH Provider Reimbursement Unit for payment. Invoices that require revisions, edits, and/or additional documentation will be promptly returned to the provider for correction.

DMH shall process all completed requests for Client Supportive Services reimbursement on a monthly basis. The judgment of DMH as to the allowability of any expenditure shall be final.

7.8 Monthly Disbursement Report

DMH has allocated to Contractor a specified amount of funding for Client Supportive Services. Monthly disbursement reports will be generated by the Accounting Division to the Contractors and Program staff to ensure expenditures have not been exceeded. The County shall not be liable for reimbursement of any expenses claimable hereunder in the event that Contractor exceeds its allocation or violates the terms and conditions of the Client Supportive Services procedures or the Legal Entity Agreement.

8.0 GREEN INITIATIVES

- 8.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 8.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

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9.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit 2 of Appendix B (SOW Exhibits), listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (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.

**County of Los Angeles-Department of Mental Health-Provider Reimbursement Division
Monthly Claim for Cost Reimbursement**

SPECIAL HANDLING REQUIRED

Fiscal Year 2018/19

SPECIAL HANDLING REQUIRED

MHSA-Client Supportive Services and One-Time MHSA Expenses

Funding Source Name: _____
(Full Service Partnership (FSP), Recovery, Resilience & Reintegration (RRR), Alternative Crisis Services, Linkage, Innovation (INN) or Prevention and Early Intervention(PEI))

Program: _____
FSP: Child, WRAP Child, TAY, WRAP TAY, Adult, Older Adult, AOT, IMHT, IFCCS, Homeless, Housing or Measure H Housing;
RRR: Child, TAY, Adult, Older Adult, Integrated Clinic, ISM, or TAY Drop-in Centers;
Alternative Crisis Services: Urgent Care Center, IMD Step Down/Enriched Residential Services, or Residential & Bridging; Linkage: Jail Linkage; INN: INN2-Trauma Resilient Communities or INN5-Peer Support Specialist FSP;
PEI: Suicide Prevention, Prevention, Early Intervention, Stigma and Discrimination Reduction, Access and Linkage to Treatment or Outreach for Increasing Recognition of Early Signs of Mental Illness

Legal Entity Name: _____
Legal Entity Mailing Address: _____
Billing Month(s): _____ Contract Amendment No.: _____
Provider Number(s): _____

1. Expenditures:		
1.1	A. SFC 70: Client Housing Support Expenditures	_____ (1.1)
1.2	B. SFC 71: Client Housing Operating Expenditures	_____ (1.2)
1.3	C. SFC 72: Client Flexible Support Expenditures	_____ (1.3)
1.4	D. SFC 75: Non-Medi-Cal Capital Assets (not allowed for PEI funding)	_____ (1.4)
1.5	E. SFC 78: Other Non Medi-Cal Client Support Expenditures	_____ (1.5)
2. One-Time Costs:		
2.1	A. SFC 72: Client Flexible Support Expenditures	_____ (2.1)
2.2	B. SFC 75: Non Medi-Cal Capital Assets One-time Assets >\$5000 (not allowed for PEI funding)	_____ (2.2)
2.3	C. SFC 78: Other Non Medi-Cal Client Support Expenditures One-time Recruitment, Training, and Equipment <\$5000	_____ (2.3)
3. Total Expenditures (add lines 1.1 through 2.3)		_____ (3.0)
Less: Patient & Third Party Revenues		
3.1	Patient Fees	_____ (3.1)
3.2	Patient Insurance	_____ (3.2)
3.3	Medicare	_____ (3.3)
3.4	Other: _____	_____ (3.4)
4. Total Revenues (add lines 3.1 through 3.4)		_____ (4.)
5. Expenditures less revenues (subtract line 4 from line 3)		_____ (5.)
6. Net Payable		_____ (6.)

Comments: _____

NOTE: CAPITAL DEVELOPMENT PROJECTS, INCLUDING ALL FIXED ASSETS OR REAL ESTATE ACQUISITIONS PURCHASED WITHIN THE PARAMETERS OF CLIENT SUPPORTIVE SERVICES, REQUIRE THE DIRECTOR'S PRIOR APPROVAL.

I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under Client Supportive Services and is true and correct to the best of my knowledge. All supporting documentation will be maintained in a separate file for the period specified under the provisions of the Mental Health Services Agreement - Legal Entity, Paragraph 12, Subparagraph A, Section (1), Sub-sections (1)(a) and (1)(b), Section (2), Section (3), and Section (4).

Signature: _____ Phone No.: _____
Title: _____ Date: _____

<u>LAC-DMH Program Approval:</u>	
_____ Approved By (signature)	_____ Date
_____ Print Name	_____ Title

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

SUPPLEMENTAL INFORMATION REQUEST FORM

REQUEST / CLIENT INFORMATION

Agency Name: _____ Provider #: _____ Date: _____

Name of case manager requesting CSS funds: _____ Billing Month: _____

Client's Name : _____ IS/IBHIS #: _____

Amount Requested: \$ _____ Have CSS funds been requested for this client before? Y _____ N _____

CSS FUND USAGE DETAIL

Description of ongoing expense(s) beyond 3 months: _____

Purpose of expense(s): _____

How does/do the expense(s) support and contribute to client's treatment goals? (attach CCCP) _____

List alternative resources explored to cover expense(s): _____

VERIFICATION

I hereby certify that all of the information contained above is true and accurate to the best of my knowledge.

_____ Case Manager's Name

_____ Case Manager's Signature

_____ Date

_____ Approving DMH Manager's Name

_____ Approving DMH Manager's Signature

_____ Date

ATTACHMENT F

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES ACT –CLIENT SUPPORTIVE SERVICES**

Monthly Workflow for RRR-Integrated Service Management Model (ISM)

Fiscal Year: _____

Billing Month: _____

Legal Entity Name: _____

Legal Entity #: _____

Provider #: _____

Employee's Name: _____

Title: Program Director Administrative Assistant

Activity/Task Description	% of Time Allocated
TOTAL	

This form must be attached when requesting reimbursement for Program Director and/or Administrative Assistant salaries.

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
RRR – INTEGRATED SERVICE MANAGEMENT MODEL (ISM) PRE-APPROVAL FORM**

CLIENT INFORMATION

Client Name/IS #: _____ M F **DOB:** ___/___/___

Medical Insurance: Medi-Cal MediCare Indigent Other_____

Initial Assessment Date: ___/___/___ **Most recent CCCP update:** ___/___/___

MENTAL HEALTH STATUS

Mental Health	Diagnosis: _____
Substance Abuse	Is there a co-occurring substance abuse disorder? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list specific substance abuse disorder: _____

PHYSICAL HEALTH STATUS

Chronic Physical Health Condition(s)	<input type="checkbox"/> Cardiopulmonary disease (specify): _____ <input type="checkbox"/> Cardiovascular disease (specify): _____ <input type="checkbox"/> Chronic Pain (i.e. arthritis) <i>Specify Location:</i> _____ <input type="checkbox"/> STD/HIV/AIDS <input type="checkbox"/> Hepatitis <input type="checkbox"/> Diabetes <input type="checkbox"/> Obesity <input type="checkbox"/> Other (specify): _____
---	--

CLIENT FLEX FUND REQUEST

What is being requested?

Who will provide this service? (if applicable)

How does the Flex Fund request tie into the Client’s mental health goals and treatment plan?

Is this a one-time request? Yes No If no, specify duration:

Total cost of request: \$

Is the client able to contribute towards the cost of the request?

What other resources have been explored to cover cost of the request?

Is the client currently receiving other CSS funded services/items? Yes No If yes, specify:

APPROVAL

ISM Provider	County of Los Angeles-Department of Mental Health
Agency Name: _____	<input type="checkbox"/> Request Approved <input type="checkbox"/> Request Denied
Staff name: _____	<input type="checkbox"/> Additional Information Requested: _____
Signature _____	RRR-ISM Program Head _____
Date _____	Date _____

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

REASONABLE AND ALLOWABLE PURCHASE LIMITS

CSS funding is for use when clients do not have the resources and when other possible avenues for funding have been explored and exhausted. Listed below is a general guideline for coding common expenses with the appropriate matching Service Function Code (SFCs). Individual expenses are unique to each client and are not necessarily limited to the categories listed below. Please submit a pre-approval Supplemental Information Request (SIR) form if the purchase exceeds these limits.

SFC 70 – CLIENT HOUSING SUPPORT

Shelter	\$300 Monthly			
Motel or Hotels	\$50 - \$100 per night (pre-approval required for stays over 5 nights)			
Rent (Fair Market Rent) or Board & Care Rates (adults) with pre-approval				
Efficiency	1 bedroom	2 bedroom	3 bedroom	4 bedroom
\$1,350	\$1,750	\$2,550	\$3,250	\$3,400
Rent of residence (per person)	\$315 per month*			
Security Deposits	2 times the monthly rent, unfurnished			
	3 times the monthly rent, furnished			
*Rents may vary depending upon location and fair market Value of housing				

SFC 71 – CLIENT HOUSING OPERATING SUPPORT

Credit Reporting Fees	\$15-\$20 per report
Property Tax	\$3,000 (pre-approval by age group lead required)
Utilities	Water & Electricity, \$130 - \$150 per month
	Cell phone: pre-paid up to \$50 per month monthly up to \$100 per month
	Gas, \$30 - \$50 per month
Basic Cable	\$30 per month
Internet	\$42 per month
Bundle¹	TV/Telephone, \$60 - \$80 per month TV/Telephone/Internet, \$105 per month

SFC 72 – CLIENT/FAMILY/CAREGIVER SUPPORT

Car gasoline	\$300 per month
Clothing	\$150 per person, per month (including tax)
Shoes	\$60 per person, per month (including tax)
Alternative Healing Methods	Curandero, \$40 - \$100 per session Acupuncture \$70 - \$120 per session
Food	\$250 per person, per month (including tax)
Household Items	\$95 per month (including tax)
Hygiene Items	\$90 per month (including tax)
Recreation/Social Activities	\$135 per month
Summer Camp^{II}	\$75 - \$350 per week; up to \$700 per month
School Supplies	\$50 monthly per month, per client (including tax)
Private Tutor	\$20/hr. - \$50/hr. (maximum of \$600 a month)
Learning Centers	\$15/hr. - \$25/hr. (maximum of \$500 a month)
Transportation	\$100 monthly Metro Pass Up to \$57.50 (30 tokens) monthly per client
Household Goods^{III}	Up to \$2500 (including tax) *Purchases must not exceed the \$2500 maximum for all combined items
Appliances	Stove, \$450-\$600 (New) (including tax & delivery) Washer/Dryer, \$200 - \$1000 (including tax and delivery) Refrigerator, up to \$600 (including tax & delivery) Microwave, up to \$60 (including tax) Television, up to \$400 (including tax & delivery) Vacuum Cleaner, up to \$120 (including tax & delivery)
Bedroom Furniture	\$400 (including tax & delivery)
Mattresses	\$450 (including tax & delivery)
Living Room Furniture	\$550 (including tax & delivery)
Kitchen/Dining Table Set	\$200-\$300 (including tax & delivery)
Immigration Assistance Fees^{IV}	\$400 - \$1000

Exceptions to these guidelines may be made on a case by case basis with pre-approval by the Age Group Lead

^I Bundle services will vary depending on the carrier. Certain residences can only subscribe to a specific carrier.

^{II} Monthly cost depends upon duration of program and scope of services.

^{III} Household goods include appliances, furniture, kitchenware and linens.

^{IV} Attached is a summary of fees associated with form number.

CSS EXPENDITURE CODING GUIDE

CSS funding is for use when clients do not have resources and other possible avenues for funding have been explored and exhausted. Listed below is a general guideline for coding common expenses with the appropriate matching Service Function Codes (SFCs). It is important to remember that individual expenses are unique to each client and are not necessarily limited to those listed in the categories below.

ALLOWABLE EXPENSES

SFC 70 – CLIENT HOUSING SUPPORT

- Eviction Prevention, i.e. payment of overdue rent
- Hotel/Shelter Subsidies
- Master Leasing (with DMH approval)
- Rent/Mortgage/Lease Subsidies (e.g. apartments, Sober Living Homes, Adult Residential Facilities)
- Residential substance abuse treatment programs
- Security Deposits
- Transitional Residential Programs

SFC 71 – CLIENT HOUSING OPERATING SUPPORT

- Agency Management Fees
- Credit Reporting Fees
- Insurance
- Property Taxes
- Repair/Maintenance to Home, including repair due to damage by tenant
- Utilities, e.g. electricity, gas, water

SFC 72 – CLIENT/FAMILY/CAREGIVER SUPPORT

- Car, e.g. gasoline, insurance, payment, registration, repair
- Clothing
- Culturally appropriate alternative healing methods, e.g. curandero, cupping, acupuncture
- Education and Tutorial Expenses
- Employment, e.g. uniforms, license fees, tools of the trade

SFC 72 – CLIENT/FAMILY/CAREGIVER SUPPORT (CONTINUED)

- Food
- Furniture/Appliances
- Gift Cards
- Household Items, e.g. Kitchenware, Linen/Bedding, Cleaning Products
- Hygiene Items
- Medical/ Dental/ Optical
- Moving Expenses
- Recreational/Social Activities
- Reinforcers i.e., Inexpensive, small primary reinforcers for behavioral management purposes linked directly to client service plans
- Respite Care
- School Supplies
- Sports Registration
- Summer Camps
- Tickets/citations – *REQUIRE PRE-AUTHORIZATION FROM AGE GROUP LEAD*
- Transportation, e.g. Bus Passes, Tokens, Taxi Vouchers
- Vocational

SFC 78- OTHER NON-MEDI-CAL CLIENT SUPPORT

- Consumer/Peer/Parent Advocate Salaries*
- Housing/Employment Specialists Salaries*

**Members of the program's treatment team that bill through the IS cannot request their wages be reimbursed through this mechanism. See Guideline for details.*

NON-ALLOWABLE EXPENSES

- Alcohol
- Construction or rehabilitation of housing, facilities, buildings or offices
- Costs for staff to accompany clients to venues such as sporting events, concerts or amusement parks
- Expenses related to purchasing land or buildings
- Illegal substances / activities
- Incentives
- Medi-Cal Share of Cost
- Prescription drugs that would otherwise be available via Indigent Medication / Prescription Assistance programs
- Service Extenders (refer to the Older Adults FCCS Guidelines Manual for directions on submitting invoices for Service Extenders)
- Sexually explicit materials
- Tobacco
- Units of Service or any other service costs that are reported under Modes 05, 10, 15, or 45

Vehicles for programs

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

Additionally, a determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

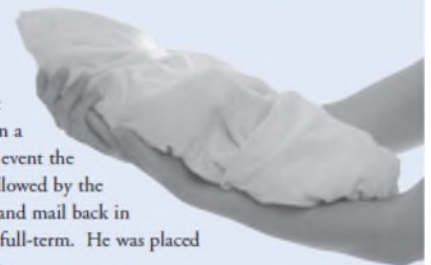
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

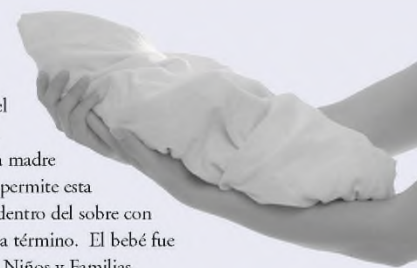
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes 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.



**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.
- 3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**
- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.
- 4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**
- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.
- 4.3 Business Associate shall be responsible for the provision of an annual mandatory information security and privacy training, for all staff that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, 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).
- 4.3.1 Business Associate shall monitor, track, document (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) and make available upon request by the federal, State and/or County government the annual information security and privacy training provided to Business Associate's workforce members, including clerical, administrative/management, clinical, subcontractors, and independent

contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County.

4.3.2 Business Associate shall complete and submit an attestation of annual information security and privacy training completed by 100% of workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County to the DMH Privacy Officer (Privacy@dmh.lacounty.gov) by December 23rd of every Calendar Year.

4.4 Business Associate shall ensure that all workforce members, including clerical, administrative, management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access sensitive content such as Protected Health Information. The statement must be renewed annually.

4.5 Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Business Associate's security and privacy policies and procedures, including termination of employment where appropriate.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Privacy Officer at: HIPAA Privacy Unit, County of Los Angeles, Risk Management Branch, 3333 Wilshire Blvd., Suite 820, Los Angeles, California 90010, HIPAA@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach.

- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a

toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by

Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

DEFINITIONS

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

1. **“ACA”** means the Patient Protection and Affordable Care, Public Law 111–148, comprehensive health care reform passed by Congress and then signed into law by the President on March 23, 2010;
2. **“Agents”** means third parties or organizations that contract with the Trading Partner to perform designated services in order to facilitate the electronic transfer of data. Examples of Agents include, claims clearinghouses, vendors, and billing services.
3. **“Board of Supervisors” (“Board”)** means the Board of Supervisors of the County of Los Angeles acting as governing body;
4. **“Cal MediConnect”** means the Centers for Medicare & Medicaid Services (CMS) and the State of California's three-year demonstration project to promote coordinated health care delivery to seniors and people with disabilities who are dually eligible for both of the State Medi-Cal program and the federal Medicare program;
5. **“CalWORKs”** means California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both federal and State funds;
6. **“Cash Flow Advance”** means County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor’s rendering and billing of eligible services/activities;
7. **“CCR”** means the California Code of Regulations;
8. **“CDSS”** means California Department of Social Services;
9. **“CGF”** means County General Funds;
10. **“Confidential Information”** means the information relating to specific Individuals which is exchanged by and between DMH, the Trading Partner, and/or the Agents for various business purposes, but which is protected from disclosure to unauthorized persons or entities by The Privacy Act of 1974, The Administrative Simplification Provisions of the federal Health Insurance Portability and Accountability Act and regulations promulgated there under (“HIPAA”). The Insurance Information and Privacy Protections Act, or other applicable state and federal statutes and regulations, which shall hereinafter be collectively referred to as “Privacy Statutes and Regulations.”
11. **“Contract”** means this contract executed between County and Contractor. Included are all supplemental contracts amending or extending the service to be

performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work;

12. **“Contractor”** means the person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an contract with the County to perform or execute the work covered by this contract;
13. **“Contractor Project Manager”** means the person designated by the Contractor to administer the Contract operations under this Contract;
14. **“Cost Reimbursement”** or **“CR”** means the arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Contract, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services;
15. **“County”** means the Board of Supervisors of the County of Los Angeles acting as governing body.
16. **“County Contract Project Monitor”** means person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor;
17. **“County Project Manager”** means person designated by County’s Project Director to manage the operations under this contract;
18. **“County Project Director”** means person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County’s Project Manager;
19. **“County’s Claims Processing Information System”** means the current system employed by the Department of Mental Health to submit and process claims;
20. **“Countywide Maximum Allowances”** or **“CMA”** means County established maximum reimbursement rates for specialty mental health services provided by the Los Angeles County Department of Mental Health Legal Entity Contractors;
21. **“CPT”** means Physicians’ Current Procedural Terminology as referenced in the American Medical Association standard edition publication;
22. **“Covered Individuals”** means individual persons who are eligible for payment of certain services or prescriptions rendered or sold to them under the terms, conditions, limitations and exclusions of a health benefit program administered by DMH or by some other Payor.
23. **“Data”** means a formalized representation of specific facts or concepts suitable for communication, interpretation, or processing by people or by automatic means.
24. **“Data Log”** means a complete written summary of Data and Data Transmissions

exchanged between the Parties over the period of time this Agreement is in effect and, including, without limitation, sender and receiver information, the date and time of transmission and the general nature of the transmission.

25. **“Data Transmission”** means the automated transfer or exchange of data between Trading Partners or their agents, by means of their Systems which are compatible for that purpose, pursuant to the terms and conditions set forth in this Agreement.
26. **“Data Universal Numbering System”** or **“DUNS”** means a unique nine-digit identification number assigned by Dun & Bradstreet (D&B) to a Trading Partner or Agent for the purpose of identifying a business entity. The DUNS can be requested at: <http://fedgov.dnb.com/webform>
27. **“Day(s)”** means calendar day(s) unless otherwise specified;
28. **“DCFS”** means County Department of Children and Family Services;
29. **“DHCS”** means California Department of Health Care Services;
30. **“Digital Key Certificate”** means software that resides on Trading Partner’s workstation or server assigned to the Trading Partner by DMH for the purpose of successfully executing Data Transmissions or otherwise carrying out the express terms of this Agreement.
31. **“Director”** means County's Director of Mental Health or his authorized designee;
32. **“DMH”** means County's Department of Mental Health;
33. **“DPSS”** means County’s Department of Public Social Services;
34. **“Electronic Data Interchange”** or **“EDI”** means the automated exchange of business data from application to application in an ANSI approved or other mutually agreed format.
35. **“Electronic Remittance Advice”** or **“ERA”** means a transaction containing information pertaining to the disposition of a specific claim field with DMH by Providers for payment of services rendered to an Individual.
36. **“EOB”** means **‘Explanation of Balance’** for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and **‘Explanation of Benefits’** for Medicare which is the Federal designated Fiscal Intermediary’s adjudicated Medicare claim data;
37. **“Envelope”** means a control structure in a mutually agreed format for the electronic interchange of one or more encoded Data Transmissions either sent or received by the Parties to this Agreement.

38. **“EPSDT”** means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program;
39. **“FFP”** means Federal Financial Participation for Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
40. **“Fiscal Intermediary”** means County acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities;
41. **“Fiscal Year”** means the twelve (12) month period beginning July 1st and ending the following June 30th;
42. **“Funded Program”** means a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). The Funded Program Amount is the basis for the provisional payment to the Contractor per Paragraph E of the Financial Exhibit A of the LAC-DMH LE Contract. A Funded Program is made up of one or more Subprograms;
43. **“Gross Program Budget”** is the sum total of the Net Program Budget and all “Third Party Revenues” shown in the Financial Summary;
44. **“GROW”** means General Relief Opportunities for Work;
45. **“HITECH”** means The Health Information Technology for Economic and Clinical Health Act. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.
46. **“HIPAA”** means Health Insurance and Portability Act. HIPAA Privacy Rule provides federal protections for personal health information held by covered entities (or a Business Associate of a “Covered Entity”) and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important purposes.
47. **“IMD”** means Institutions for Mental Disease and includes hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services;
48. **“Individual”** means an individual person(s) whose claims for payment of services may be eligible to be paid, under the terms of the applicable federal, state or local governmental program for which DMH processes or administers claims. It is

acknowledged and agreed between the Parties that claim payments for purposes of this Agreement will be made directly to Providers on behalf of such Individuals.

49. **“Legal Entity”** means a provider of mental health services as is described in Title 9 CCR section 1840.100;
50. **“Lost” or “Indecipherable Transmission”** means a Data Transmission which is never received by or cannot be processed to completion by the receiving Party in the format or composition received because it is garbled or incomplete, regardless of how or why the message was rendered garbled or incomplete.
51. **“Master Agreement List”** means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County’s Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the RFSQ, and who have an executed Master Agreement;
52. **“Maximum Contract Amount”** is the sum total of all “Allocations” shown in the Financial Summary; except that the “Maximum Contract Amount” shall not include “Third Party Revenue” shown in the Financial Summary;
53. **“Medicaid Expansion under ACA in California”** means expansion of Medi-Cal eligibility to additional low-income adults;
54. **“Mental Health Services Act” (“MHSA”)** means the initiative originally adopted by the California electorate on November 2, 2004, and as subsequently amended, which creates a new permanent revenue source, administered by the State, for the transformation and expanded delivery of mental health services provided by State and County agencies and which requires the development of integrated plans for prevention, innovation, and system of care services;
55. **“MHRC”** means Mental Health Rehabilitation Centers certified by the DHCS;
56. **“Organizational Provider’s Manual”** is the Los Angeles County DMH Organizational Provider’s Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services;
57. **“PATH”** means Projects for Assistance in Transition from Homelessness Federal grant funds;
58. **“Payee National Provider Identifier” or “NPI”** means the National Provider Identifier that is specific to the Legal Entity, FFS Group, or FFS Organization. Solo practitioners will enter their individual NPI number in this field.
59. **“Payor”** means A business organization that provides benefit payments on behalf of Covered Individuals eligible for payment for certain services to Covered Individuals.

60. **“PHF”** means a Psychiatric Health Facility. A Psychiatric Health Facility is a health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons; such care includes the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings;
61. **“PHI”** means Protected Health Information. PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
;
62. **“PII”** means Personally Identifiable Information. Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.);
63. **“Provider”** means hospitals, clinics or persons duly licensed or certified to provide mental health services to Covered Individuals of Los Angeles County.;
64. **“Request for Services” (“RFS”)** is a second solicitation process to Contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed;
65. **“Request for Statement of Qualifications” (“RFSQ”)** means a solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;
66. **“SAMHSA”** means Substance Abuse and Mental Health Services Administration Federal block grant funds;
67. **“Secure Identification Cards”** means the cards assigned to the Trading Partner or Agent by DMH for allowing the Trading Partner to transfer files electronically to DMH.;
68. **“Sensitive Position”** means, per Resolution of the Board of Supervisors of the County, any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of the County or perform those services pursuant to contract;
69. **“Service Exhibit” (SE)** means the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services;

70. **“SDMH”** means State Department of Mental Health; – Assembly Bill 102, signed by Governor Brown on June 28, 2011, directs the transfer of Medi-Cal related mental health services to DHCS therefor any reference to SDMH in Contract should mean DHCS; unless otherwise specifically stated to mean “SDMH”;
71. **“SFC”** means Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity;
72. **“SNF-STP”** mean Skilled Nursing Facility licensed by the DHCS, with an added Special Treatment Program certified by the California Department of Public Health;
73. **“Source Documents”** means documents containing Data which is or may be required as part of Data Transmission with respect to a claim for payment for mental health services rendered to an eligible Individual. Examples of Data contained within a specific Source Document include, without limitation, the following: Individual’s name and identification number, claim number, diagnosis code for the service rendered, dates of service, procedure code, applicable charges, the Provider’s name and/or provider number.;
74. **“State”** means the State of California;
75. **“Statement of Qualifications”** (“SOQ”) means a contractor’s response to an RFSQ;
76. **“Statement of Work”** (“SOW”) means the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services;
77. **“Subcontract”** means a contract by the contractor to employ a subcontractor to provide services to fulfill this contract;
78. **“Subcontractor”** means any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials, to contractor in furtherance of contractor’s performance of this contract, at any tier, under oral or written contract;
79. **“Submitter ID Number”** means a unique number assigned by DMH to the Trading Partner or Agent for the purpose of identifying the Trading Partner for Data Transmissions.;
80. **“Subprogram”** means a set of services for a specific purpose. The Subprogram Amounts are allocated and/or awarded based on Contractors’ areas of expertise and their ability to provide specific services and/or serve specific populations. The Subprogram Amounts will be used to monitor the provision of mental health services within the Funded Program and will not be used at cost settlement;
81. **“System”** means the equipment and software necessary for a successful electronic Data Transmission.;

82. **“Title IV”** means Title IV of the Social Security Act, 42 United States Code Section 601et seq.;
83. **“Title XIX”** means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
84. **“Title XXI”** means Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.;
85. **“Trading Partner”** means a Provider who has entered into this Agreement with DMH in order to satisfy all or part of its obligations under a Legal Entity Agreement or Network Provider Agreement by means of EDI.;
86. **“UMDAP”** means DHCS's Uniform Method of Determining Ability to Pay;
87. **“WIC”** means the California Welfare and Institutions Code; and
88. **“Work Order”** means a document, which includes a Statement of Work, requesting Bids for specific services from a pre-qualified pool of Contractors that have Master Agreements. An executed Work Order becomes part of the Master Agreement.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Legal Entity Contract's Paragraph 9.11 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official (Official Name) _____
Please print name

Signature of authorized official _____ Date _____

REQUIRED SUPPLEMENTAL DOCUMENTS

In accordance with the Contract, the Contractor must submit required supplemental documents within certain timelines, as instructed below, to DMH's Contracts Development and Administration Division at 550 S. Vermont Ave., 5th Floor, Los Angeles, CA 90020.

INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

For Renewed Contracts: All the documents listed below must be submitted ***at the time of execution of the Contract, but no later than ten (10) business days after the effective date of the Contract.*** Documents must be submitted in a one-subject binder in sequence as listed below. If Contractor does not submit the documents within the time period described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be addressed to the DMH lead District Chief overseeing the Contract.

For Amended Contracts: With the exception of the Financial Statements, the documents listed below must be resubmitted ***if and when updates or revisions are made to such documents*** at any point during the term of the Contract. However, the following documents must be submitted ***annually*** during the term of the Contract, ***and further resubmitted at any point that updates or revisions are made to such documents:*** Financial Statements, Indemnification and Insurance, Contractor Acknowledgement and Confidentiality Agreements, Contractor's Compliance with Encryption Requirements, and the Confidentiality Oath. If Contractor does not submit any documents within the time periods described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be addressed to the DMH lead District Chief overseeing the Contract.

1. **Corporation Documents**

- a. **List of Authorized Persons:** Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization;
- b. **Articles of Incorporation and Corporate Seal:** Articles of Incorporation with the imprint/copy of the Corporate Seal (if the organization is a corporation) affixed to the copy of the Articles of Incorporation. The Corporate Seal must read the same as the organization's name. If there is any difference between the Corporate Seal and the organization's name as used in the Negotiation Package, an explanation must be provided; and
- c. **By-Laws and Amendments to By-Laws**

2. **Organizational Chart** – Current/proposed organizational chart that shows all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.

3. **Financial Statements** – Current financial statements, as required by DMH’s Policy No. 813.04 (Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health). This DMH Policy can be accessed in its entirety at the following website: http://lacdmh.lacounty.gov/ContractorsPolicies/Documents/800/813_04.pdf
4. **Subcontracts List** – List of all subcontractors. Contractors must have *prior written approval* from DMH in order to enter a particular subcontract.

The documents listed below shall be made available ***within three (3) business days should DMH or its representative request the documents:***

5. **Rent and Lease Agreements** – Rent and lease agreements specifying all Terms and Conditions, including term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.
6. **Fully Executed Contracts** – Fully executed contracts (e.g., consultants, professional services, etc.).
7. **Equipment Leases** – Equipment leases for equipment, including automobiles, photocopiers, etc.
8. **Maintenance Agreements** – Maintenance agreements for equipment and other items.

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

CONTRACTOR _____

Legal Entity Number: _____

Pursuant to Paragraph 8.15 COUNTY'S QUALITY ASSURANCE PLAN Contractor shall be subject to the following standards and outcomes that have been checked in the last column titled "Required Outcome" and which will be used by County as part of the determination of the effectiveness of services delivered by Contractor. Also, as stated in Paragraph 3.0, Contractor may be subjected to other specific performance outcomes that are required for Mental Health Service Act (MHSA) programs. MHSA performance outcomes are separately identified from this Attachment M and are instead provided in the respective MHSA service exhibits that are part of this Legal Entity Contract, if applicable.

Line ID	Outcomes Domains	Performance Outcomes Targets	Method of Data Collection	Required Outcome (check)
1		State mandated (California Welfare and Institutions Code (WIC) § 5612 and WIC § 5613)	California Consumer's Perception Survey - MHSIP ¹ , YSS ² and YSS-F ³ survey instruments.	P

Performance Outcomes Project:				
2	Access to Services	Client received continuity of care by being seen within 5 business days of discharge from an acute psychiatric hospital. (System wide benchmark is 75% or more of the clients are seen within the five (5) days).	County DMH's claims processing information system data repository.	
3		80% or more of responding clients were able to receive services at convenient times and location.	MHSIP, YSS and YSS - F survey instruments.	
4		Client received continuity of care by being seen within 14 calendar days of discharge from mental health residential treatment program/institutional setting. (Only applicable to residential/institutional service providers. Unplanned discharges are excepted from the 14 day requirement). (System wide benchmark is 59% or more of the clients are seen within the seven (7) days).	County DMH's claims processing information system data repository.	
5		80% or more of responding child/youth and families report that they had someone to talk to when they were troubled.	YSS and YSS-F survey instruments.	
6	Client Satisfaction	80% or more of responding clients reported that staff were sensitive to the client's cultural/ethnic background.	MHSIP, YSS and YSS-F surveys.	
7		70% or more of responding families of child/youth and child/youth get along better with family members.	YSS and YSS-F surveys instruments.	
8	Clinical Effectiveness	80% or more of responding families of child/youth and child/youth in a crisis, have the support they need from family or friends.	YSS and YSS-F survey instruments.	
9		70% or more of responding families report child/youth are doing better in school and/or work.	YSS-F survey	
10		65% or more of responding Transitional Age Youth are doing better in school and/or work.	YSS	
11		60% or more of responding adult/older adult clients are doing better in school and/or work.	MHSIP.survey	
12		75% or more of responding adult/older adult clients report they deal more effectively with daily problems and/or 60% report that their symptoms are not bothering them as much.	MHSIP, YSS and YSS-F survey	

¹ MHSIP -- Mental Health Statistics Improvement Program and is used for adult and older adult surveys.

² YSS s - Youth Services Survey for Youth.

³ YSS-F -Youth Services Survey for Families.



**Los Angeles County Department of Mental
Health OWNERSHIP/CONTROLLING
INTEREST DISCLOSURE**

Completion of this form is mandated by the Centers for Medicare and Medicaid Services, Department of Health and Human Services and applicable regulation as found at 42 CFR 455.101 and 42. CFR 455.104. Disclosure must be made at the time of enrollment or contracting with Los Angeles County Department of Mental Health, at the time of survey, or within 35 days of a written request from Los Angeles County Department of Mental Health. It is the provider's responsibility to ensure all information is accurate and to report any changes as required by law by completing a new Ownership/Controlling Interest Disclosure form. Please add additional disclosures on the back of form.

Part 1. Applicant/Vendor Information

Name of Entity (Legal name as it appears on tax identification form)		Provider # (if currently enrolled in CA Medicaid)		NPI Number	
Doing Business As		Street Address	City		State
Telephone Number		Fax Number		E-mail Address	
Zip Code					

Part 2. Ownership, indirect ownership, and managing employee interests

If Non-Profit Organization, Please check this Box
Does any person have an ownership or controlling interest of 5% or more in the entity?
 NO (If No, please sign below) YES (If yes, please completed A, B, C, D and sign below)

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. Add additional disclosures on back of form.

Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest
Add Name Delete Name							

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Add additional disclosures on back of form.

No Yes (If yes, please complete below)

Name	FEIN/SSN	DOB	Name of Person Related To	Relationship
Add Name Delete Name				

C. List any person who holds a position of managing employee within the disclosing entity. Add additional disclosures on back of form.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Add additional disclosures on back of form.

No (if No, please sign below) Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

Signature of Provider/Authorized Representative/Agent (Stamped signatures NOT accepted)	Title	Date
Print Name	Telephone Number	

Effective 7/1/2017



ADDENDUM
Los Angeles County Department of Mental Health
OWNERSHIP/CONTROLLING INTEREST DISCLOSURE

ADDENDUM INFORMATION FOR ADDITIONAL OWNERSHIP/CONTROLLING DISCLOSURE OWNERSHIP, INDIRECT OWNERSHIP, AND MANAGING EMPLOYEE INTEREST

PLEASE COMPLETE A, B, C, D AND SIGN BELOW
Continued from Page 1.

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more.

Name	Add Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest
	Delete Name							

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Continued from Page 1.

No Yes (If yes, please complete below)

Name	Add Name	Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Continued from Page 1.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Continued from Page 1.

No (if No, please sign below) Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

_____	_____	_____
Signature of Provider/Authorized Representative/Agent (Stamped signatures NOT accepted)	Title	Date
_____	_____	_____
Print Name	Telephone Number	

EXHIBIT _____**Protection of Electronic County PI, PHI and MI
Data Encryption**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

1. Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3); (c) NIST Special Publication 800-57.

Recommendation for Key Management — Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

2. Transmitted Data

All transmitted (e.g. network) County P1, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management — Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

3. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Exhibit (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

4. Compliance

The Proposer shall provide information about its encryption practices by completing Exhibit _____ "Contractor's Compliance with Encryption Requirements" questionnaire. By submitting, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation. The completed forms must be returned to DMH DISO within ten (10) business days to certify compliance.

LACDMH CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS EXHIBIT

Contract Agency Name: _____ **Contract Number:** _____

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS

				DOCUMENTATION AVAILABLE	
	YES	NO	N/A	YES	NO
1 Will County data stored on your workstation(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Will County data stored on your laptop(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Will County data stored on removable media be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Will County data be encrypted when transported? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Will Contractor maintain a copy of any validation / attestation reports generated by its encryption tools? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Will County data be stored on remote servers*? <small>*Cloud storage, Software-as-a-Service or SaaS</small> <i>Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Authorized Signatory Name (Print)

Authorized Signatory Official Title

Authorized Signatory Signature

Date

COUNTY OF LOS ANGELES
AGREEMENT FOR ACCEPTABLE USE
AND
CONFIDENTIALITY OF

COUNTY INFORMATION TECHNOLOGY RESOURCES

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

ANNUAL

As a County of Los Angeles (County) employee, contractor, subcontractor, volunteer, or other authorized user of County information technology (IT) resources, I understand that I occupy a position of trust. Furthermore, I shall use County IT resources in accordance with my Department's policies, standards, and procedures. I understand that County IT resources shall not be used for:

- For any unlawful purpose;
- For any purpose detrimental to the County or its interests;
- For personal financial gain;
- In any way that undermines or interferes with access to or use of County IT resources for official County purposes;
- In any way that hinders productivity, efficiency, customer service, or interferes with a County IT user's performance of his/her official job duties;

I shall maintain the confidentiality of County IT resources (e.g., business information, personal information, and confidential information).

This Agreement is required by Board of Supervisors Policy No. 6.101 – Use of County Information Technology Resources, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.101.htm>.

As used in this Agreement, the term "County IT resources" includes, without limitation, computers, systems, networks, software, and data, documentation and other information, owned, leased, managed, operated, or maintained by, or in the custody of, the County or non-County entities for County purposes. The definitions of the terms "County IT resources", "County IT user", "County IT security incident", "County Department", and "computing devices" are fully set forth in Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.100.htm>. The terms "personal information" and "confidential information" shall have the same meanings as set forth in Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information, which may be consulted directly at website <http://countypolicy.co.la.ca.us/3.040.htm>.

As a County IT user, I agree to the following:

1. Computer crimes: I am aware of California Penal Code Section 502(c) – Comprehensive Computer Data Access and Fraud Act (set forth, in part, below). I shall immediately report to my management any suspected misuse or crimes relating to County IT resources or otherwise.
2. No Expectation of Privacy: I do not expect any right to privacy concerning my activities related to County IT resources, including, without limitation, in anything I create, store, send, or receive using County IT resources. I understand that having no expectation to

any right to privacy includes, for example, that my access and use of County IT resources may be monitored or investigated by authorized persons at any time, without notice or consent.

3. Activities related to County IT resources: I understand that my activities related to County IT resources (e.g., email, instant messaging, blogs, electronic files, County Internet services, and County systems) may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall not either intentionally, or through negligence, damage, interfere with the operation of County IT resources. I shall neither, prevent authorized access, nor enable unauthorized access to County IT resources responsibly, professionally, ethically, and lawfully.
4. County IT security incident reporting: I shall notify the County Department's Help Desk and/or Departmental Information Security Officer (DISO) as soon as a County IT security incident is suspected.
5. Security access controls: I shall not subvert or bypass any security measure or system which has been implemented to control or restrict access to County IT resources and any related restricted work areas and facilities. I shall not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, SecurID cards/tokens, biometric logons, and smartcards).
6. Passwords: I shall not keep or maintain any unsecured record of my password(s) to access County IT resources, whether on paper, in an electronic file, or otherwise. I shall comply with all County and County Department policies relating to passwords. I shall immediately report to my management any compromise or suspected compromise of my password(s) and have the password(s) changed immediately.
7. Business purposes: I shall use County IT resources in accordance with my Department's policies, standards, and procedures.
8. Confidentiality: I shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by County management. This includes, without limitation information that is subject to Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act of 2009, or any other confidentiality or privacy legislation.
9. Computer virus and other malicious devices: I shall not intentionally introduce any malicious device (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County IT resources. I shall not use County IT resources to intentionally introduce any malicious device into any County IT resources or any non-County IT systems or networks. I shall not disable, modify, or delete computer security software (e.g., antivirus software, antispysware software, firewall software, and host intrusion prevention software) on County IT resources. I shall notify the County Department's Help Desk and/or DISO as soon as any item of County IT resources is suspected of being compromised by a malicious device.

10. Offensive materials: I shall not access, create, or distribute (e.g., via email) any offensive materials (e.g., text or images which are sexually explicit, racial, harmful, or insensitive) on County IT resources (e.g., over County-owned, leased, managed, operated, or maintained local or wide area networks; over the Internet; and over private networks), unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I shall report to my management any offensive materials observed or received by me on County IT resources.
11. Internet: I understand that the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with my Department's policies and procedures. I understand that my use of the County Internet services may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall comply with all County Internet use policies, standards, and procedures. I understand that County Internet services may be filtered, but in my use of them, I may be exposed to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive materials.
12. Electronic Communications: I understand that County electronic communications (e.g., email, text messages, etc.) created, sent, and/or stored using County electronic communications systems/applications/services are the property of the County. All such electronic communications may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time, without notice or consent. I shall comply with all County electronic communications use policies and use proper business etiquette when communicating over County electronic communications systems/applications/services.
13. Public forums: I shall only use County IT resources to create, exchange, publish, distribute, or disclose in public forums (e.g., blog postings, bulletin boards, chat rooms, Twitter, Facebook, MySpace, and other social networking services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) in accordance with Department's policies, standards, and procedures.
14. Internet storage sites: I shall not store County information (i.e., personal, confidential (e.g., social security number, medical record), or otherwise sensitive (e.g., legislative data)) on any Internet storage site in accordance with Department's policies, standards, and procedures.
15. Copyrighted and other proprietary materials: I shall not copy or otherwise use any copyrighted or other proprietary County IT resources (e.g., licensed software and documentation, and data), except as permitted by the applicable license agreement and approved by designated County Department management. I shall not use County IT resources to infringe on copyrighted material.
16. Compliance with County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements: I shall comply with all applicable County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements relating to County IT resources. These include, without limitation, Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, Board of Supervisors Policy No.

6.101 – Use of County Information Technology Resources, and Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information.

17. Disciplinary action and other actions and penalties for non-compliance: I understand that my non-compliance with any provision of this Agreement may result in disciplinary action and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that County may seek all possible legal redress.

**CALIFORNIA PENAL CODE SECTION 502(c)
"COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT"**

Below is a section of the "Comprehensive Computer Data Access and Fraud Act" as it pertains specifically to this Agreement. California Penal Code Section 502(c) is incorporated in its entirety into this Agreement by reference, and all provisions of Penal Code Section 502(c) shall apply. For a complete copy, consult the Penal Code directly at website www.leginfo.ca.gov/.

502(c) Any person who commits any of the following acts is guilty of a public offense:

- (1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.
- (2) Knowingly accesses and without permission takes, copies, or makes use of any data from a computer, computer system, or computer network, or takes or copies any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
- (3) Knowingly and without permission uses or causes to be used computer services.
- (4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- (5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
- (6) Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network in violation of this section.
- (7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.

- (8) Knowingly introduces any computer contaminant into any computer, computer system, or computer network.
- (9) Knowingly and without permission uses the Internet domain name of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages, and thereby damages or causes damage to a computer, computer system, or computer network.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

County IT User's Name

County IT User's Signature

County IT User's Employee/ID Number

Date

Manager's Name

Manager's Signature

Manager's Title

Date

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel exposed to County Confidential Information and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit (Information Security and Privacy Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information

shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices¹) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization² and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive³ such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.

5. **Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations⁴; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices⁵. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶).
6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

³ Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

⁴ Available at <http://www.csrc.nist.gov/>

⁵ Available at <http://www.csrc.nist.gov/>

⁶ Available at <http://www.csrc.nist.gov/>

should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization⁷).

7. **Physical and Environmental Security.** Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
 - a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by

⁷ Available at <http://www.csrc.nist.gov/>

telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.
 - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

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

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - i. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - ii. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to

and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.

- iii. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
- i. Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "fresh".
 - ii. The resulting detailed report is available to County.

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

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



COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CHIEF INFORMATION OFFICE BUREAU
Information Security Division

CONFIDENTIALITY OATH
Non-LAC-DMH Workforce Members

The intent of this Confidentiality Form is to ensure that all County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are aware of their responsibilities and accountability to protect the confidentiality of clients' sensitive information viewed, maintained and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with Federal and State laws governing confidentiality.

The California Welfare and Institutions (W&I) Code, Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to Section 14100.2, a, b, f, and h, W&I Code, provides in part that:

- “(a) All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter *... shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program.”
- “(b) Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability.”
- “(f) The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program **”
- “(h) Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits *** ... for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor.”

*, **, *** The State of California's Statute for Medicaid Confidentiality can be found at the following web address: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/Medicaidstatute.aspx>

The signed copy of this agreement must be maintained by DMH Facilitators



LOS ANGELES COUNTY
**DEPARTMENT OF
MENTAL HEALTH**
hope. recovery. wellbeing.

CHIEF INFORMATION OFFICE BUREAU

**ELECTRONIC DATA TRANSMISSION
TRADING PARTNER AGREEMENT (TPA)**

This Trading Partner Agreement ('Agreement') is made and entered by and between the Legal Entity or Network Provider named _____ ("Trading Partner"), whose legal entity or Network Provider number is _____ and the County of Los Angeles – Department of Mental Health ("DMH").

WHEREAS, DMH and Trading Partner exchange information and data electronically in connection with certain healthcare transactions; and

WHEREAS, DMH and Trading Partner will be readily equipped at their own expense with the Systems and trained personnel necessary to engage in the successful exchange of electronic information and data; and

WHEREAS, in the electronic transmission of information and data, the confidentiality and security of the data which is exchanged between the Parties is of the highest priority to both Parties; and

WHEREAS, it is anticipated by DMH that the Trading Partner may use, in the performance of this Agreement, various third parties as the Trading Partner's Agents in the electronic exchange of information;

NOW THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

1. TERM AND TERMINATION

1.1. Term of Agreement

This Agreement will be effective on the day the Trading Partner Agreement is approved by the Department of Mental Health, and shall continue in full force until terminated by either party.

1.2. Voluntary Termination

Either Party may terminate this Agreement for its own convenience on thirty (30) days advance written notice to the other Party.

1.3. Termination for Cause

Either party may terminate this Agreement upon ten (10) working days advance written notice to the other Party upon the default by the other Party of any material obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within 30 days after receipt of written notice with reasonable specificity of such default (or such additional cure period as the non-defaulting Party may authorize). However, in the event of a breach by the

Trading Partner of the terms in Section 3.3 (Express Warranties Regarding Agents) or any Section of Exhibit T (INFORMATION SECURITY AND PRIVACY REQUIREMENTS), or in the event a change of ownership of the Trading Partner or its Agents as defined in Section 5.5 (Change in Ownership of Trading Partner or its Agents) takes place, DMH shall have the unilateral right to terminate this Agreement immediately without prior notice to the Trading Partner. However, in its right to exercise immediate termination, DMH shall provide the Trading Partner with written notice the day the termination occurs.

2. OBLIGATIONS OF THE PARTIES

2.1. Mutual Obligations

In addition to the obligations of the respective Parties which are set forth elsewhere in this Agreement, the mutual obligations of DMH, the Trading Partner and/or the Trading Partner's Agents collectively referred to as "the Parties" shall include, but not be limited to, the following:

(a) Accuracy of EDI Transmission

The Parties shall take reasonable care to ensure that Data and Data Transmissions are timely, complete, accurate and secure, and shall take reasonable precautions to prevent unauthorized access to the System of the other Party, the Data Transmission itself or the contents of an Envelope which is transmitted either to or from either Party pursuant to this Agreement.

(b) Re-transmission of Indecipherable Transmissions

Where there is evidence that a Data Transmission is Lost or Indecipherable Transmission, the sending Party shall make best efforts to trace and re-transmit the original Data Transmission in a manner which allows it to be processed by the receiving Party as soon as practicable.

(c) Cost of Equipment

Each Party shall, at its own expense, obtain and maintain its own System and shall update its System as recommended by the manufacturer/owner/licensor of said System. Furthermore, each Party shall pay its own costs for any and all charges related to Data Transmission under this Agreement and specifically including, without limitation, charges for System equipment, software and services, charges for maintaining an electronic mailbox, connect time, terminals, connections, telephones, modems, and any applicable minimum use charges. Each Party shall also be responsible for any and all expenses it incurs for translating, formatting, or sending and receiving communications over the electronic network to the electronic mailbox, if any, of the other Party.

(d) Back-up Files

Each Party shall maintain adequate back-up files and/or electronic tapes or other means sufficient to re-create a Data Transmission in the event that such re-creation becomes necessary for any purpose at any time. Such back-up files and/or tapes shall be subject to the terms of this Agreement to the same extent as the original Data Transmission.

(e) Format of Transmissions

Except as otherwise provided herein, each Party shall send and receive all Data Transmissions in the ANSI approved format, or such other format as DMH shall designate in writing to the Trading Partner.

(f) Testing

Each Party shall, prior to the initial Data Transmission and throughout the term of this Agreement, test and cooperate with the other Party in the testing of the Systems of both Parties as DMH considers reasonably necessary to ensure the accuracy, timeliness, completeness and confidentiality of each Data Transmission.

2.2. Trading Partner Obligations

In addition to the requirements of Section 3.1 and Exhibit U and this section (2.2), the Trading Partner shall also be specifically obligated as follows:

- (a) To refrain from copying, reverse engineering, disclosing, publishing, distributing or altering any Data, Data Transmissions or the contents of an Envelope, except as necessary to comply with the terms of this Agreement, or use the same for any purpose other than that for which the Trading Partner was specifically given access and authorization by DMH;
- (b) To refrain from obtaining by any means to any Data, Data Transmission, Envelope or DMH's System for any purpose other than that which the Trading Partner has received express authorization to receive access. Furthermore, in the event that the Trading Partner receives Data or Data Transmissions, which are clearly not intended for the receipt of the Trading Partner, the Trading Partner shall immediately notify DMH and make arrangements to return the Data or Data Transmission or re-transmit the Data or Data Transmission to DMH. After such re-transmission, the Trading Partner shall immediately delete the Data contained in such Data Transmission from its System.
- (c) To install necessary security precautions to ensure the security of the System or records relating to the System of both DMH and the Trading Partner when the System is not in active use by the Trading Partner.
- (d) To protect and maintain at all times the confidentiality of Secure Identification Cards issued by DMH to the Trading Partner or Agent.
- (e) To provide special protection for security and other purposes where appropriate, by means of authentication, encryption, the use of passwords or by other mutually agreed means, to those specific Data Transmissions which the Parties agree should be so protected shall use at least the same level of protection for any subsequent transmission of the original Data Transmission.
- (f) Prior to or upon execution of this Agreement, to provide DMH in writing with all of the information requested in the Trading Partner Information section of the Trading Partner Agreement (TPA) online application. While this Agreement is in effect, the Trading Partner shall notify DMH in writing within five (5) business days of any material changes in the information originally provided by the Trading Partner in the TPA online application.
- (e) To minimize Data Transmission loss, Trading Partners must notify DMH when System changes are planned by the Trading Partner at least thirty (30) days prior to the change taking place.

2.3. DMH Obligations

In addition to the obligations of DMH which are set forth herein, DMH shall also be specifically obligated as follows:

(a) Availability of Data

DMH shall subject to the terms of this Agreement, make available to the Trading Partner by electronic means those types of Data and Data Transmissions to which the Trading Partner is entitled to receive by mutual agreement of the Parties or as provided by law.

(b) Notices Regarding Formats

DMH shall provide Trading Partners a written listing of acceptable electronic data transmission formats (e.g., PDF, XLS, Doc). Should the need arise for DMH to make changes to these transmission formats, the trading Partner will receive no less than 14 days written notice.

3. AGENTS

3.1. Responsibility for Agents

If the Trading Partner 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 Trading Partner shall be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Trading Partner's own acts, failures, or missions.

3.2. Notices Regarding Agents

Prior to the commencement of the Agent's services in the performance of this Agreement, the Trading Partner shall designate, in the TPA online application, its specific Agents who are authorized to send and/or receive Data Transmissions in the performance of this Agreement on behalf of the Trading Partner. Except as provided otherwise in the Agreement, the Trading Partner shall notify DMH of any material changes in the information contained in the TPA online application, no less than 14 days prior to the effective date of such changes. The information within the TPA application, when fully executed shall be incorporated into this Agreement by reference and shall be effective on the date of its execution, unless specified otherwise. The Trading Partner's designation of its Agent for purposes of this Agreement is expressly subject to the approval of DMH, which approval shall not be unreasonably withheld.

3.3. Express Warranties Regarding Agents

The Trading Partner expressly warrants that the Agent will make no changes in the Data content of any and all Data Transmissions or the contents of an Envelope, and further that such Agent will take all appropriate measures to maintain the timeliness, accuracy, confidentiality and completeness of each 'Data Transmission. Furthermore, the Trading Partner expressly warrants that its Agents will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

3.4. Indemnification Regarding Agents

The Trading Partner shall indemnify, defend and hold harmless DMH from any and all claims, actions, damages, liabilities, costs and expenses, specifically including, without limitation, reasonable attorney's fees and costs resulting from the acts or omissions of the Trading Partner, its Agents, employees, subcontractors in the performance of this Agreement; provided however, that DMH shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of the Trading Partner. DMH for its part shall provide the Trading Partner with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist the Trading Partner in establishing a defense to such action. These indemnities shall survive termination of this Agreement and DMH reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

4. RECORDS RETENTION AND AUDIT

4.1 Records Retention

The Trading Partner shall maintain, for a period of no less than seven (7) years from the date of its receipt complete, (except for children for whom records should be retained until 18 years of age) or until the audit is settled, accurate and unaltered copies of any and all Source Documents from all Data Transmissions.

4.2 Electronic Transmission and Audit Logs

Both Parties shall establish and maintain Logs which shall record any and all Data Transmissions taking place between the Parties during the term of this Agreement. Each Party will take necessary and reasonable steps to ensure that all Logs constitutes a current, accurate, complete and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Log may be timely retrieved and presented in readable form.

5. MISCELLANEOUS

5.1 Amendments

This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto.

5.2 Dispute Resolution

With the exception of disputes which are the subject of immediate termination as set forth in this Agreement, the Parties hereby agree that, in the event of a dispute or alleged breach of the terms of this Agreement between the Parties, they will work together in good faith first, to resolve the matter internally and within a reasonable period of time by escalating it as reasonably necessary to higher levels of management of each of the respective Parties, and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation, with the exception of disputes involving either fraud or breaches of the requirements of Exhibit T (INFORMATION SECURITY AND PRIVACY REQUIREMENTS), in which case either Party shall be free to seek available remedies in any appropriate forum at any time.

5.3 Mutual Compliance with Applicable Laws and Regulations

The Parties hereby mutually agree that they will, in the performance of the terms of this Agreement, comply in all respects with any and all applicable local, state and federal ordinances, statutes, regulations, or orders of courts of competent jurisdiction.

5.4 Force Majeure

Each Party shall be excused from performance for any period of time during this Agreement to the extent that it is prevented from performing any obligation of service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such Party. Such acts include without limitation, strikes, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods or natural disasters. Delays in performance due to the occurrence of such events shall automatically extend such dates for a period equal to the duration of such events. However, such automatic extension shall have no effect on the exercise of either Party's right of voluntary termination as set forth in Section 1.1 (Term of Agreement).

5.5 Change of Ownership of Trading Partner

The Trading Partner shall notify DMH no less than ten days in advance of any transfer of ownership interest in the Trading Partner's business or any transfer of ownership in the business of the Trading Partner's Agent. Furthermore, notwithstanding the providing of notice regarding changes in the ownership of the Trading Partner as required by this section, no such changes in ownership or other information provided by the Trading Partner will alter in any way the obligations of the Parties under the terms of this Agreement without prior written agreement of DMH.

5.6 Notices

Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to the Trading Partner or the Trading Partner's authorized representative.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

CHIEF INFORMATION OFFICE BUREAU

ELECTRONIC TRADING PARTNER AGREEMENT

By execution hereof by duly authorized representatives of both Parties, the Parties hereby acknowledge, agree to and shall be bound by all the terms, provisions and conditions of the Trading Partner Agreement.

Agreed To:

Trading Partner Name (Legal Entity / Network Provider)
(Type or Print)

Authorized Personnel (Type or Print)	Authorized Signature
Title (Type or Print)	Date

Agreed To:

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
695 S. VERMONT AVE., LOS ANGELES CA 90005

Please complete form, print, scan and attach to TPA request for processing.



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

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

Director

Curley L. Bonds, M.D.
Chief Deputy Director
Clinical Operations

Gregory C. Polk, M.P.A.
Chief Deputy Director
Administrative Operations

May 2, 2019

TO: Supervisor Janice Hahn, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Kathryn Barger

FROM: Jonathan E. Sherin, M.D., Ph.D.
Director

SUBJECT: **NOTICE OF INTENT TO REQUEST DELEGATED AUTHORITY FOR A PERCENTAGE INCREASE EXCEEDING TEN PERCENT OF THE TOTAL CONTRACT AMOUNT FOR THE LEGAL ENTITY CONTRACT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR MENTAL HEALTH SERVICES FOR FISCAL YEAR 2019-20**

In accordance with Los Angeles County Board of Supervisors' (Board) Policy No. 5.120, the Department of Mental Health (DMH) is notifying your Board of our department's intent to request delegated authority for a percentage increase exceeding 10 percent of the total contract amount. More specifically, DMH will request delegated authority for a 25 percent increase of the total contract amount for Fiscal Year 2019-20 Legal Entity (LE) Contract with the Los Angeles Unified School District (LAUSD).

JUSTIFICATION

On May 21, 2019, the Department of Mental Health will present your Board a letter for approval to execute a new LE Contract with LAUSD for the provision of continued outpatient mental health services for LAUSD students and their families. Approval of this request will enhance DMH's ability to expeditiously amend the contract to implement funding streams, programs, and services. It will also allow DMH and LAUSD to maintain business continuity in the provision of current mental health services to LAUSD students. In most instances, the increased delegated authority will allow DMH and LAUSD to maximize, prioritize, and increase access to services on a continuous basis, which effectively meets the County's mission, "Establish superior services through inter-

Each Supervisor
May 2, 2019
Page 2

Departmental and cross-sector collaboration that measurably improves the quality of life for the people and communities of Los Angeles County.”

NOTIFICATION TIMELINE

Board Policy No. 5.120 requires departments to provide written notice to your Board, with a copy to the Chief Executive Officer, at least two weeks prior to the Board Meeting at which the request to exceed 10 percent of the total contract amount will be presented. In compliance with this policy, DMH is notifying your Board of our intent to request delegated authority for a percent increase of up to 25 percent of the total contract amount through a Board Letter to be presented at the May 21, 2019, Board Hearing.

If you have any questions or concerns, please contact me at (213) 738-4601, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at (213) 738-4023.

JES:ES:SK:RC:es

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Gregory Polk
Edgar Soto
Kimberly Nall
Stella Krikorian