DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

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May 03, 2022

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

Dear Supervisors:

APPROVAL TO EXECUTE NEW
24-HOUR RESIDENTIAL TREATMENT PROGRAM CONTRACTS AND
ACUTE PSYCHIATRIC INPATIENT HOSPITAL CONTRACTS FOR
THE PROVISION OF SPECIALTY MENTAL HEALTH SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

SUBJECT

Request approval for the Department of Mental Health to execute contracts with qualified 24-Hour sub-acute Residential Treatment programs and Acute Psychiatric Inpatient hospitals through a Request for Application process to place clients in need of sub-acute and acute psychiatric care.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to sign and execute 24-Hour Residential Treatment contracts for various sub-acute programs, substantially similar to Attachment I, with three new and 24 existing contractors included in Attachment II, effective July 1, 2022 through June 30, 2026, with an option to extend thereafter for five additional one-year terms through June 30, 2031. The estimated aggregated amount for these 27 contracts is $205 million each fiscal year, fully funded by 1991 Realignment, Mental Health Services Act (MHSA), 2011 Realignment – Early Periodic Screening, Diagnostic and Treatment (EPSDT), and Federal Financial Participation (FFP) Medi-Cal revenues.

2. Approve and authorize the Director, or designee, to sign and execute new Acute Psychiatric Inpatient contracts, substantially similar to Attachment III, with the 29 existing hospitals listed in Attachment IV, effective July 1, 2022 through June 30, 2026, with an option to extend thereafter for five additional one-year terms through June 30, 2031. These contracts do not have a maximum contract amount as reimbursement for acute psychiatric inpatient services are on a fee-for-service basis. The estimated aggregated amount for Fiscal Year (FY) 2022-23 is $62 million, fully funded by

1991 Realignment and 2011 Realignment-Managed Care revenues.

3. Delegate authority to the Director, or designee, to prepare, sign, and execute additional contracts, substantially similar to Attachments I and III, during the ensuing 10-year period with additional qualified entities that submit an application, provided that the entity meets all the requirements outlined in the Request for Applications (RFA), provided that sufficient funds are available. The additional contracts will become effective upon execution by the Director, or designee, and shall expire no later than June 30, 2031. DMH will provide an advance written notification to the Board and the Chief Executive Office (CEO) of such contract execution.

4. Delegate authority to the Director, or designee, to modify the RFA, including adding, deleting, and/or modifying services, and rates, if applicable, within each contract type and based on the needs and requirements identified by the Department of Mental Health (DMH). DMH will provide an advance written notification to the Board and CEO of any such modifications to the RFA.

5. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the contracts in Recommendations 1, 2, and 3 to revise the language; revise the Maximum Contract Amount (MCA), if applicable; add, delete, modify, or replace the Statements of Work (SOWs) and/or Service Exhibits (SEs); and/or reflect federal, State, and County regulatory and/or policy changes, provided that: 1) the County's total payment for each fiscal year under the contracts will not exceed an increase of more than 25 percent of the MCA, where applicable; 2) sufficient funds are available; and 3) the amendments are subject to the prior review and approval as to form by County Counsel, with written notification to your Board and the CEO.

6. Delegate authority to the Director, or designee, to terminate the contracts described in Recommendations 1, 2, and 3 in accordance with the contracts' termination provisions, including Termination for Convenience. The Director, or designee, will notify your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of Recommendation 1 will allow DMH to execute new contracts with the 27 24-Hour Residential Treatment programs providers (Attachment II) that met the requirements of DMH's RFA and to ensure the continuous delivery of sub-acute psychiatric residential services for Medi-Cal beneficiaries and/or uninsured clients. The 24 current contracts are set to expire June 30, 2022.

Board approval of Recommendation 2 will allow DMH to execute new contracts with 29 existing Acute Psychiatric Inpatient hospitals (Attachment IV) to ensure the continuous delivery of acute psychiatric inpatient services for Medi-Cal beneficiaries and/or uninsured clients. The current Acute Psychiatric Inpatient hospital contracts are set to expire on June 30, 2022.

Board approval of Recommendation 3 will allow DMH to execute additional contracts with entities that meet the requirements of the RFA.

Approval of Recommendation 4 will allow DMH to modify the RFA by adding and/or deleting SOWs, SEs, and rates, if applicable, based on the needs of DMH.

Board approval of Recommendations 5 and 6 will allow DMH to: 1) amend the contracts expeditiously, as needed, without interruption to services; and 2) terminate the contracts in accordance with the contracts' termination provision, 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 I (Make Investments that Transform Lives), via Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions and County's Strategic Plan Goal III (Realize Tomorrow's Government Today), via Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

For FY 2022-23, the estimated aggregated cost for the 24-Hour Residential Treatment programs contracts is $205 million fully funded with 1991 Realignment, MHSA, 2011 Realignment – EPSDT, and FFP Medi-Cal revenues. Funding will be included in DMH's annual budget request process.

For FY 2022-23 the estimated aggregated cost for the Acute Psychiatric Inpatient hospital contracts is $62 million, fully funded by 1991 Realignment and 2011 Realignment-Managed Care revenues. Funding will be included in DMH's annual budget request process.

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

Acute Psychiatric Inpatient contracts do not have a MCA as reimbursement for acute psychiatric inpatient hospital services are on a fee-for-service basis. The 24-Hour Residential Treatment contracts have a variety of billing methodologies based on the program (i.e., Psychiatric Health Facilities [PHF] and Enriched Residential Services [ERS] contracts require a maximum program amount whereas Mental Health Rehabilitation Centers [MHRC] contracts submit claims based on services provided).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Welfare and Institutions Code (WIC) Section 14712 directs the State to implement and administer the Managed Mental Health Care for Medi-Cal eligible residents for the State. WIC Section 14712 requires a contractual agreement between the State and Los Angeles County (County) to operate as the Mental Health Plan (MHP) responsible for the delivery of specialty mental health services to the County's eligible Medi-Cal beneficiaries. Through the MHP Agreement, DMH agrees to operate the MHP for the County. The MHP Agreement sets comprehensive requirements for DMH to provide or arrange for the provision all covered, medically necessary specialty mental health services (SMHS) to Medi-Cal beneficiaries in the County.

On March 30, 2016, the Centers of Medicare and Medicaid Services issued the Parity Rule in the Federal Registrar to strengthen access to mental health and substance use disorder services for Medi-Cal beneficiaries. The Parity Rule mandates that MHPs ensure access to care through an adequate provider network without unreasonable limitations to the scope or duration of mental health benefits. In order to comply with these requirements, DMH must ensure an adequate network of providers and that services are available throughout the County.

As the local MHP responsible for the provision of SMHS, it is our goal to streamline the contracting process for acute and sub-acute beds throughout the County. With Board approval, DMH will be able to expeditiously execute new acute and sub-acute contracts with entities that have demonstrated the experience and capacity to provide psychiatric beds as identified in DMH's RFA. In addition to streamlining the process to expand the DMH provider network through the RFA, the

existing acute and sub-acute contractors who are: (1) in good standing, and (2) currently providing services to the County will receive the new contract without having to apply for the RFA. This was done to avoid undue burden on our existing provider network by asking them to resubmit documentation that they have already submitted. These new contracts allow DMH to continue to serve and expand services to particularly vulnerable populations, including individuals released from State hospitals, County Psychiatric Emergency Services, State prisons, and County jails, with the most appropriate level of care. The 24-Hour Residential Treatment sub-acute programs (Attachment II) include the following types of beds: (1) MHRC; (2) PHF; (3) ERS; (4) Skilled Nursing Facility-Special Treatment Programs; (5) Mental Health Congregate Care Services; (6) Medical Intensive Skilled Nursing Facility and psychiatric services ; and (7) Crisis Residential Treatment Programs. These 24-Hour Residential Treatment Programs are sub-acute facilities, an alternative to acute hospital care, which provide psychiatric and medical services in a comprehensive inpatient or residential setting. Sub-acute programs are designed for clients with a chronic mental illness who may also have medical illness and/or injury who cannot be safely cared for in a lower level of care. Clients receive therapeutic services such as vocational, interpersonal, and independent living skills in order to become more self-sufficient and capable of increasing levels of independent functioning.

The Acute Psychiatric Inpatient hospitals contracts include: psychiatric services, psychiatric diversion, Institutions for Mental Diseases exclusion population, and behavioral health and physical health services. Each of the 29 hospitals (Attachment IV) are qualified Laterman-Petris-Short (LPS) designated hospitals and are able to detain, evaluate, and provide treatment to clients pursuant to WIC Section 5150. These Acute Psychiatric Inpatient hospital contractors (Attachment IV) will be able to provide continuous 24-hour per day, seven days per week (24/7) intensive psychiatric services in a licensed Acute Psychiatric Hospital or a distinct acute psychiatric part of a licensed General Acute Care Hospital, with the specific intent to ameliorate the symptoms of danger to self or others, or the inability to provide for food, clothing, and shelter due to a mental disability as determined by a qualified mental health professional staff of the facility.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure each contractor’s compliance with all contract terms and performance standards.

Attachment I is the 24-Hour Residential Treatment Contract, which has been approved as to form by County Counsel.

Attachment II lists the 27 sub-acute entities who will receive the new 24-Hour Residential Treatment Contract. This list includes the three new Medical Skilled Nursing Facility (SNF) applicants from the RFA who meet the Minimum Mandatory Qualifications to receive the new contract.

Attachment III is the Acute Psychiatric Inpatient Contract, which has been approved as to form by County Counsel.

Attachment IV lists the 29 existing acute providers who will receive the new Acute Psychiatric Inpatient Contract. One of the existing providers, The Regents of the University of California on behalf of the Resnick Neuropsychiatric Hospital at UCLA (UCLA) is a public educational institution requiring different contractual terms, which have been approved as to form by Counsel Counsel. UCLA’s Contract has a mutual indemnification provision instead of the County’s standard indemnification language. A public educational institution is a constitutionally created State institution; therefore, the proposed indemnification provision is within reason and does not significantly impact the County.

CONTRACTING PROCESS

On September 15, 2021, DMH announced the contracting opportunity and posted the RFA to the County's "Doing Business with Us" and DMH's Contracting Opportunities website. The DMH091521B1 RFA includes both the 24-Hour Residential Treatment program and Acute Psychiatric Inpatient hospital contracts.

On November 17, 2021, the initial application submission deadline, DMH received three 24-Hour Residential Treatment applications from sub-acute entities that have not previously contracted with DMH for these services. DMH is recommending your Board approve the execution of these three new Medical SNF contracts, as well as the existing sub-acute and acute contracts, listed in Attachments I and III, as these entities have met the requirements of DMH's RFA.

In accordance with the solicitation process, DMH will continuously accept new applications throughout the duration of the RFA term. Qualified entities that meet the minimum mandatory qualifications of the RFA will be evaluated based on the scope of services in the two specialized areas: 24-Hour Residential Treatment programs or Acute Psychiatric Inpatient hospitals. Subsequently, application responses will be used to qualify entities to enter into either a 24-Hour Residential Treatment program contract or an Acute Psychiatric Inpatient hospital contract. These sub-acute and acute contracts will be effective upon execution and will expire June 30, 2026.

For the existing 24-Hour Residential Treatment programs (Attachment II) and Acute Psychiatric Inpatient hospitals (Attachment IV), DMH is exempting these contractors from applying for the RFA since they are already providing services, meet the requirements of the RFA, are appropriately licensed by the State Department of Health Care Services to provide medically necessary services to Medi-Cal beneficiaries and/or to the uninsured clients in the County. These existing sub-acute and acute contractors will receive the new contract (Attachments I and III) to include the County's most current Terms and Conditions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will strengthen the existing provider network of qualified sub-acute and acute entities and streamline the solicitation and contracting process to enable DMH to meet the County's shortage of psychiatric beds and improve the efficiency of placing high-need clients in these intensive programs and services.

Respectfully submitted,

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

Director

JES:GP:SKRLR:JH:atm

Enclosures

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

APPENDIX G

SAMPLE CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES

AND

CONTRACTOR

DEPARTMENT OF MENTAL HEALTH
24-HOUR RESIDENTIAL TREATMENT CONTRACT

_____
Contract Number

_____
Vendor Number

_____
Reference Number

_____

_____
Contractor Headquarters Address

Contractor Headquarters' Supervisorial District _____

Contractor Headquarters' Service Area _____

Mental Health Supervisorial District(s) _____

Mental Health Service Area(s) _____

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Contract Exhibits:

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Exhibit A-1 - Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children's Health Insurance Programs Reimbursements
Exhibit B - Financial Summary(ies)
Exhibit C - Statement(s) of Work/ Service Exhibit(s) List
Exhibit D - Contractor's EEO Certification
Exhibit E - County's Administration
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Exhibits G-1, G-2, G-3 - Acknowledgment of Confidentiality Agreement(s)
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Exhibit O - Charitable Contributions Certification
Exhibit P - Ownership/Controlling Interest Disclosure
Exhibit Q - Information Security and Privacy Requirements for Contracts
Exhibit R - DMH Contractor's Compliance with Information Security Requirements
Exhibit S - Confidentiality Oath for Non-DMH Workforce Members
Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE)
Exhibit U - Attestation Regarding Information Security Requirements

DEPARTMENT OF MENTAL HEALTH
24-HOUR RESIDENTIAL TREATMENT CONTRACT

This CONTRACT is made and entered into this ___ day of _____, 2021, by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor". Contractor is located at_____.

RECITALS

WHEREAS, the County may contract with private businesses for Mental Health Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Mental Health Services; and

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify for 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 (USC) Section 1396 et seq.; Part B of Title XIX of the Public Health Service Act, 42 USC 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 section 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), 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 (SDP) for this Contract, as approved in writing by the Director, including any addenda thereto as approved in writing by the Director, which are incorporated herein by reference but not attached, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous 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
1.3 Exhibit B - Financial Summary(ies)
1.4 Exhibit C - Statement(s) of Work/ Service Exhibit(s) List
1.5 Exhibit U – Attestation Regarding Information Security Requirements

Contractor's SDP including the Subprogram Schedule are incorporated into the Contract by reference only and will be made available to Contractor by DMH.

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 **Work Requirements of the Contractor:** 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 and in the SOW/SEs.

3.2 **Non Claimable Services:** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract or in the SOW/SEs, 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) attached to this Contract and as described in the Contractor's SDP 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 deliver 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 mental health services claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services.

3.3.5 Contractor shall not be eligible to provide mental health services claimable under the 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 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, and Contractor has submitted a mid-year change to the SDP 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 services 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, physical disability, mental health condition(s), or medical condition(s) (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 includes, 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, language, gender, age, marital status, sexual orientation, physical disability, mental health condition(s), or medical condition(s).

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

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.

3.8 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 SDP 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, California Department of Mental Health (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 provide 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 federal, State and/or County representatives, the type and number of hours of training provided to Contractor's officers, employees, agents, and subcontractors.

3.9.5 Contractor and all Contractor staff is/are required to participate in DMH-sponsored Promoting Placement Stability: Utilizing the Child and Family Team Process training. This training increases participant's knowledge of the implementation of the child and family teaming process intended to help children maintain a stable placement. The training will cover the impact of placement disruptions on children and youth. Additional review addresses the use of the Integrated Core Practice Model to encourage collaboration of both formal and informal supports, and to identify risk factors to further assist children and families with placement stability. Participants will have the opportunity to explore their thoughts and beliefs around trauma and cultural considerations that influence placement stability, specifically within the Child and Family Team process.

(1) Contractor will ensure that all staff are trained within 60 days of Contract execution and all new-hire staff participate in the training within 60 days of the hiring date.

(2) Staff must register at https://eventshub.dmh.lacounty.gov/.

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 business days.

3.11 Reports

3.11.1 Contractor shall make reports as required by the Director or State or federal representatives regarding Contractor's activities and operations as they relate to Contractor's performance of this Contract, upon Director's written notice to the Contractor at least 30 calendar days prior to such request for reports.

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 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_____, and shall continue in full force and effect through _____.

4.1.2 Automatic Renewal Period(s): This Contract may be renewed for five additional periods unless either party desires to terminate the Contract in accordance with paragraph 8.42 (Termination for Convenience) at the end of either the Initial Period or any of the subsequent Automatic Renewal Periods.

(1) First Automatic Renewal Period: If this Contract is extended, the First Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through _____.

(2) Second Automatic Renewal Period: If this Contract is extended, the Second Automatic Renewal Period shall commence on _____, and shall continue in full force and effect through _____.

(3) Third Automatic Renewal Period: If this Contract is extended, the Third Automatic Renewal Period shall commence on _____, and shall continue in full force and effect through _____.

(4) Fourth Automatic Renewal Period: If this Contract is extended, the Fourth Automatic Renewal Period shall commence on _____, and shall continue in full force and effect through _____.

(5) Fifth Automatic Renewal Period: If this Contract is extended, the Fifth Automatic Renewal Period shall commence on _____, and shall continue in full force and effect through _____.

4.1.3 The County shall have the sole option to extend this Contract for up to an additional four one-year periods, for a maximum total Contract term of ten (10) years. Such extension options shall be exercised at the sole discretion of the DMH Director or designee as authorized by the Board of Supervisors.

4.1.4 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.

4.1.5 The Contractor shall notify DMH when this Contract is within six months of the expiration of the term as provided for above. Upon occurrence of this event, the Contractor shall send written notification to the DMH at the address 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 hereto and incorporated by reference.

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 a 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 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 DMH 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 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.

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 Contract 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 Contract 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 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 Monitoring Manager or County's Contract Lead 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 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 shall be entitled 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 Agreement", 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 Agreement", 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 by DMH and executed by the Contractor and by the DMH Director or designee.

8.1.2 The County's Board of Supervisors (Board) or Chief Executive Officer (CEO) 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 or CEO. To implement such changes, an Amendment to the Contract shall be prepared by DMH and executed by the Contractor and by the DMH Director or designee.

8.1.3 The DMH Director or designee may at their 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 by DMH and executed by the Contractor and by DMH Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company 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 delegate 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 this 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 complaint 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 policy 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 policy 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 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, Americans with Disability Act (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 shall be entitled 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 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 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.

8.6.7.4 Contractor and all persons employed or subcontracted by Contractor who are required to be licensed or certified in order to perform their assigned duties, are required to be credentialed to the requirements of the State of California on a tri-annual basis. The records of this credentialing shall be open to inspection by the County, and any services performed by non-credentialed Contractor staff or subcontractors shall not be reimbursable by the County.

8.6.8 Unlawful Solicitation

8.6.8.1 Contractor shall require all of its employees to acknowledge, in writing, understanding of compliance 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, language , age, physical disability, 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 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 Layoffs or On a County 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 Contractor's performance 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 the 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 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 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 years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

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 Competence 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 in the Network Adequacy: Provider and Practitioner Administration application (https://lacdmhnact.dynamics365portals.us/) based on each practitioner specifying the hours of cultural competence training completed.

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.

8.15.5 Contractor shall maintain accurate and up-to-date information on its Organization, Provider Site(s), and Practitioners within the Department's Electronic Application designed to support compliance with the network adequacy, access-to-care, and provider directory reporting requirements associated with the Medicaid Managed Care Final Rule. Contractor shall develop and implement policies and procedures for ensuring the required information is properly reported into the Application in accord with instructions provided by the Department's Quality Assurance Unit - Quality, Outcomes and Training Division. Failure by Contractor to submit the requested information, documents or materials within the indicated deadline and after County issues a final notice of compliance, may result in the withholding of payments or other contract actions, including but not limited to contract suspension or termination.

8.15.6 The Contractor shall not discriminate in the selection, retention, reimbursement, or indemnification of any provider proposing to act within the scope of work of his/her license or certification, under applicable State law, on the basis of that license or certification. For disciplines allowed to provide specific Specialty Mental Health Services, Contractor should refer to the Guide to Procedure Codes available at https://dmh.lacounty.gov/qa/qama/ for inclusions and limitations.

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 for

such repairs, as determined by County, 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 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic 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 (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

8.19.1 To the extent permitted by applicable law, the Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and any applicable State law, 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, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act and any applicable State law, 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, and 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) have 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 subcontractor 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 of Contracts

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, it's 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 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 years following this Contract's expiration, termination or cancellation.

8.25.4.3 **Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of $2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its

indemnification obligations hereunder. 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, language, gender, sexual orientation, age (over 40), marital status, physical disability (including HIV and AIDS), or mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability 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, gender, sexual orientation, language, age (over 40), marital status, physical disability (including HIV and AIDS) or mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran with a disability 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, language, gender, age (over 40), marital status, sexual orientation, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability 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, language, gender, sexual orientation, age, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a veteran with a disability 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, language, gender, sexual orientation, age, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a veteran with a disability 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 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 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 Contract Lead 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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract and is available on the internet 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, sent first class mail or sent via electronic mail 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 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 organization 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 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 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Contractor acknowledges that the County is a public "local entity" subject to the California Public Records Act,

Government Code section 6250 et seq. Any documents submitted by the Contractor and 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. Upon receipt of a Public Records Act request, County will use reasonable efforts to notify Contractor prior to disclosing any sensitive Contractor information provided to County in connection with this Contract. To the extent reasonably practicable, County will give Contractor the opportunity to identify exemptions from disclosure for any Contractor documents included in records responsive to a Public Records Act request. Notwithstanding anything to the contrary contained in this Contract, nothing in this Contract is intended to supersede, modify or diminish in any respect whosoever any of the County's rights, obligations, and defenses under the Public Records Act, nor will the County be held liability for any disclosure of records, including information that the County determines in its sole discretion is a public records subject to disclosures under the Public Records Act.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the Contractor's documents, information, books, records, and/or contents of a proposal, 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 Paragraph 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 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 SOW/SEs and shall adequately document the delivery of all services described in the SOW/SEs.

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 the date the service was rendered;

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

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

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; or

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 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

8.38.4.5.3 Patient/client financial folders must include a patient/client ledger card indicating the type of services provided and the amount of charges incurred for services received and the payments by source and service type.

8.38.4.5.4 Patient/client financial folder shall include the patient/client's 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 and Director of DHCS 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 DHCS Access to Records: Contractor agrees that for a period of ten (10) years following the furnishing of services under this Contract, ten (10) 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 USC 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, ten (10) 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. **Contractor cannot subcontract with other entities (e.g., Legal Entity and Organizational Providers) for Medi-Cal services.**

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 draft copy of the proposed subcontract, which, 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 of Contracts

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.

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, 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 2.202.

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 any subcontractor(s) 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 Elections Code 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 8.51 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 Contractor or a 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.

8.57 Prohibition from Participation in Future Solicitation(s)

Proposers, contractors, subsidiaries, or subcontractors are prohibited from submitting a bid or proposal in a County solicitation

if they have provided advice or consultation for the solicitation. A proposer, contractor, subsidiary, or subcontractor is also prohibited from submitting a bid or proposal in a County solicitation if the proposer, contractor, subsidiary, or subcontractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the contractor, proposer, subsidiary, or subcontractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

8.57.1 Board of Supervisors Policy 5.090-Contractor Independence, establishes procedures precluding firms or persons that assisted the County in developing a solicitation document, from subsequently being involved in the bidding process on that solicitation.

8.57.2 The policy states that "The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm [collectively "firm"] from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s)" and can be found at the following link:

https://library.municode.com/ca/la_county_bos/codes/board_policy

8.57.3 No contractor, subsidiary, subcontractor, or proposer that assisted in the development of solicitation document(s) shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the contractor, proposer, subsidiary, or subcontractor under this Contract. As this prohibition applies to subcontractors of the Contractor, the Contractor shall notify any subcontractors providing services under this Contract of this prohibition before they commence work. Any response to a solicitation submitted by the contractor, proposer, subsidiary, or subcontractor to the Contractor in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Contract.

8.57.4 The policy is not applicable to a proposer, contractor, subsidiary, or subcontractor that has participated in a County released Request for Information process.

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), and applicable State law. Contractor understands and agrees that, as a provider of mental health services, it is a *"Covered Entity"* under HIPAA HITECH and, as such, has obligations under federal and State laws 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 HITECH and applicable State laws.

9.2.2 The parties acknowledge their separate and independent obligations with respect to HIPAA HITECH and applicable State laws, 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 HITECH and applicable State laws 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 HITECH and applicable State laws 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 compliance under HIPAA HITECH and applicable State laws compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA and HITECH and applicable State laws

and implementing regulations related to transactions and code sets, privacy, and security.

9.2.4 Contractor further agrees that, should it fail to comply with its obligations under HIPAA HITECH and applicable State laws, it shall indemnify and hold harmless the County (including its Special Districts, elected and appointed officers, employees, and agents), for damages to the County that are attributable to Contractor's 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 https://dmh.lacounty.gov/qa/qama/ 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 https://dmh.lacounty.gov/pc/cp/iefsaf/ and https://dmh.lacounty.gov/pc/cp/ti/ which include 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 where 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.

The following is a general schedule for the implementation of a newly defined interface based on the effort required to develop and test:

(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.

The following is a general schedule for the implementation of a modified interface based on the effort required to develop and test:

(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 https://dmh.lacounty.gov/pc/cp/iefsaf/ and https://dmh.lacounty.gov/pc/cp/ti/ which include the Contractor's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Contractor to the IBHIS.

9.2.6 Contractor understands that County operates an informational website https://dmh.lacounty.gov/our-services/consumer-and-family-affairs/privacy/ 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 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.

9.2.9 County and Contractor further understand and agree that mutual cooperation in the collection and reporting of MU Program measures may be required in cases in which both County and Contractor have employed or contracted the professional medical services of the same eligible professional during any calendar year in which the MU Program is in effect. In such cases, the requesting party shall deliver to the receiving party a letter on agency letterhead indicating the specific information requested, the format in which the information is to be delivered to the requesting party, and the required date of delivery of the information requested. The receiving party shall have 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. County Policy 5.200 "Contractor Protection of Electronic County Information" provides specific details and can be accessed at the following link: https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRELCOIN. The policy 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 exists 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 sign Exhibit U (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" and acknowledge that it is the responsibility of the Contractor to access the following link: https://dmh.lacounty.gov/contract-exhibits for Information Security documents **annually and/or upon notification by DMH of updated Information Security documents.** Contractor must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the security and privacy standards set forth in Exhibit Q, Information Security and Privacy Requirements for Contracts and submit required Exhibit R, DMH Contractor's Compliance with Information Security Requirements Exhibit annually. Security and privacy 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 must ensure that prior to access, its workforce members, including subcontractors, that create, receive, maintain, or transmit Protected Health Information, acknowledge and sign, Exhibit S - "Confidentiality Oath (Non-DMH Workforce Members)". In addition, Contractor shall submit Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE) annually. Contractor must access the

following link: https://dmh.lacounty.gov/contract-exhibits for Information Security documents **annually and/or upon notification by DMH of updated Information Security document as stated in Exhibit U (Attestation Regarding Information Security Requirements)**. Contractor must maintain and make available upon request by representatives

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:

https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_NGARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf

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:

https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_NGARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf

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 Contractor 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 receiving or raising 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) that have maintained, processed, or stored County of Los Angeles 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:

https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

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 of data destruction, a signed document from Contractor 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.

Contractor 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. Contractor 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 Local Small Business Enterprise (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 10 percent of the amount of the Contract; and

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State 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 Social Enterprise (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 (10) percent of the amount of the Contract; and

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

The above penalties shall also apply to any 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 Disabled Veteran Business Enterprise (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 (10) percent of the amount of the Contract; and

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

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 contract and/or any subcontract 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 USC Section 1857(h)], section 508 of the Clean Water Act (33 USC Section 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 USC Section 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 USC Section 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, or designee 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 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 USC 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 five (5) percent or More Ownership Interest: Pursuant to 42 CFR section 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 five percent 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 five (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 section 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 section 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 USC 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, or designee, 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 (5) business days after the expiration or termination of the Contract, Contractor shall submit to County six (6) 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.

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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 County's Director of Mental Health or designee thereof, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Emily D. Issa
Deputy County Counsel

EXHIBIT A

FINANCIAL EXHIBIT

(FINANCIAL PROVISIONS)

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ATTACHMENTS

ATTACHMENT 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
FINANCIAL EXHIBIT
(FINANCIAL PROVISIONS)

A. GENERAL

(1) The County shall pay Contractor in arrears for eligible services provided under the Department of Mental Health (DMH) 24-Hour Residential Treatment Contract (Contract) and in accordance with the terms of this Financial Exhibit A (FINANCIAL PROVISIONS) up to the amounts identified for each Funded Program as shown in Exhibit B, the Financial Summary, and as otherwise may be limited under the DMH Contract and the exhibits thereto, including but not limited to this Financial Exhibit A (FINANCIAL PROVISIONS) and Exhibit B, the Financial Summary.

(a) For 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 group or program (e.g., Medi-Cal or Non-Medi-Cal) as identified on a row of the Financial Summary.

(b) For purposes of the Contract, the "Funded Program Amount" is the amount identified in the last column of Exhibit B, the Financial Summary, for each Funded Program.

(c) For purposes of the Contract, "Non-Medi-Cal" includes funding for services not eligible for reimbursement under the State Medi-Cal and Senate Bill (SB) 75 programs.

(d) The Contractor understands and agrees that the Medi-Cal Funded Program Amount(s) in Exhibit B, the Financial Summary is/are provided based on Contractor's ability to provide specific services and/or serve specific populations, which may include but are 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 (SD/MC) 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 Service Delivery Plan. Therefore, Contractor shall ensure access and provision of a full array of Specialty Mental Health Services (SMHS) to all eligible

beneficiaries based on client needs, as set forth in the applicable Service Delivery Plan, Statement(s) of Work, and/or Service Exhibit(s) under the 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) 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/or 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 Renewal Period, and any subsequent Automatic or Optional Renewal Period or any part thereof, and shall be applicable to the Contract as of the date executed by DMH.

(5) Contractor shall have, for each SMHS it provides, a published charge, which it will set at its own discretion, and with the understanding that such published charge may act as a limitation on its allowable payment under the Contract.

B. LIMITATIONS ON MAXIMUM REIMBURSEMENT

(1) The total maximum reimbursement that will be paid by County to Contractor under the Contract, including Cash Flow Advances (CFA), if applicable, for the Initial Period, First Automatic Renewal Period, any any subsequent Automatic or Optional Renewal Period shall be, in no event more than, the Maximum Contract Amount (MCA) specified in Contract, for the Initial Period, First Automatic Renewal Period, any any subsequent Automatic or Optional Renewal Period.

(a) In addition to the general limitation of Paragraph B (1), above, in no event shall the maximum reimbursement that will be paid by County to Contractor under the Contract for any Funded Program be more than the amount identified as the Funded Program Amount for each Funded Program, as stated on Exhibit B, the Financial Summary, for the Initial Period, First Automatic Renewal Period, and any subsequent Automatic or Optional Renewal 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 the Contract in an amount equal to 60 percent of the total MCA or 60 percent of the Funded Program Amount(s) during the Initial Period, First Automatic Renewal Period,and any subsequent Automatic or Optional Renewal Period of the Contract.

(a) Contractor shall send such notice to those persons and addresses which are set forth in the DMH Contract, Subparagraph 8.34 (NOTICES).

(b) Failure of Contractor to comply with this Subparagraph (B) (2) will be considered a breach of the Contract.

(3) Except as otherwise provided in the 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 AUTOMATICALLY RENEWED) may not be increased or decreased without a properly executed amendment to the 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, <u>completed in advance of the provision of services</u> 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.

(a) 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. Any such change in any applicable MCA and/or Funded Program Amount shall be effected by a written amendment or administrative amendment to the Contract, prepared by Director or designee, and executed by both parties.

C. REIMBURSEMENT FOR INITIAL PERIOD

(1) The MCA for the Initial Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed _____ _____ _____ DOLLARS ($ _____) and shall consist of Funded Programs as shown in Exhibit B, 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 the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed _____ _____ _____ DOLLARS ($_____) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.

(2) Reimbursement For Second Automatic Renewal Period: The MCA for the Second Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed _____ _____ DOLLARS ($_____) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.

(3) Reimbursement For Third Automatic Renewal Period : The MCA for the Third Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed _____ _____ _____ DOLLARS ($_____) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.

(4) Reimbursement For Fourth Automatic Renewal Period: The MCA for the Fourth Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed _____ _____ DOLLARS ($_____) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.

(5) Reimbursement For Fifth Automatic Renewal Period: The MCA for the Fifth Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed _____ _____ DOLLARS ($_____) and shall consist of Funded Programs as shown in Exhibit B, 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 the Contract, Contractor will utilize provisional rates based on a Cost Reimbursement methodology under the Contract, except as may be provided under Subparagraph (E) (3) of this Exhibit A (FINANCIAL PROVISIONS).

(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 the 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 the Contract, the County will not approve a provisional rate that exceeds the CMA, unless extenuating circumstances apply, as determined by County, in its sole discretion.

(d) Contractor shall not request a provisional rate that exceeds Contractor's published charge(s) to the general public except if the Contractor is a Nominal Charge Provider.

(e) All provisional rates are subject to prior review and approval of the County consistent with the DMH Policy, *Provisional Rate Setting*.

(f) County's approval of Contractor's provisional rates does not guarantee payment or Settlement at the provisional rate.

(g) Contractor shall be reimbursed at the provisional rate on an interim basis, subject to and in accordance with the terms of the Contract.

(h) County may adjust Contractor's provisional rate(s) based on the most current cost report data as outlined in the DMH Policy, *Provisional Rate Setting.*

(2) Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902(e) of the Welfare and Institutions Code (WIC), Institutions for Mental Diseases (IMD), which are licensed as level B nursing facilities (SNF) by the State Department of Health Care Services (DHCS), are reimbursed for basic services at the rate(s) established by DHCS for Medi-Cal services provided by level B nursing facilities, in addition to the Medi-Cal rate established by DHCS 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, a rate for specialized programming and/or provision of more intensive mental health services provided to clients at County's request and/or meeting the criteria for acceptance of patients referred consistent with specific criteria stipulated by the County and within timeframe stipulated by the County.

(3) 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 indirect cost rate, if applicable, expressed as a percentage of actual costs, which shall be reviewed and approved in advance by the County. To the extent an indirect cost rate is charged, a copy of Contractor's indirect cost allocation plan is required to be submitted to DMH for review and approval.

(4) 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 (FINANCIAL PROVISIONS) memorializing the specific billing and payment requirement which shall be signed by Contractor and Director.

F. BILLING PROCEDURES

(1) If Title XIX SD/MC services, and/or Title XXI MCHIP services are provided under the Contract, Contractor hereby agrees and understands that County DMH is the Mental Health Plan and as such shall act on the Contractor's behalf with DHCS in regard to State claiming and reimbursement purposes.

(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 claims for actual costs submitted as Direct Charges to County for any Funded Program covered by the 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 SD/MC 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 SD/MC and/or Title XXI MCHIP claims.

(3) Mental Health Services: Claims for all mental health services, including services funded by Title XIX SD/MC 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) With the exception of CalWORKs MHS Non-MC and GROW Non-MC, 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 SD/MC 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; (ii) replacement claims for services under Title XIX SD/MC 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; and (iii) any Non-Medi-Cal claims within 14 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) For CalWORKs MHS Non-MC and GROW Non-MC funded programs, Contractor must submit all eligible claims, including replacement

claims, routinely and frequently, and no later than one (1) week after the end of the month in which the eligible services are rendered. For example, claims for eligible July services must be submitted by the first week of August. Any late billings falling outside of the date approved and specified by DMH may preclude payment from the Department of Public Social Services, which may result in non-payment.

(c) Notwithstanding Subparagraphs (3) (a) and (b) of this Paragraph (F) (BILLING PROCEDURES), for Title XIX SD/MC and Title XXI MCHIP claims, 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.

(d) 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 Exhibit B, Financial Summary, shall be entered into the County's claims processing information system no later than July 15th of the subsequent fiscal year.

(e) In the event the State or federal government or any funding source agency 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 Subparagraph (3) 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 the denial of claims from the State, federal government, or other agencies shall be handled by Contractor in accordance with the applicable State, federal, or other agency's administrative appeal process.

(f) 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 Contract, Subparagraph 8.34 (NOTICES), and such notification shall also be made by Contractor to the DMH Chief Information Office Bureau's (CIOB) Help Desk.

i. Contractor shall be responsible for ensuring all response files (e.g., Health Care Claim Status Response/277 Claim Acknowledgment File, TA1, 999, and 835 files) are received, reviewed, and dispositioned within the time frame(s) established by DMH CIOB.

(g) 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, if appropriate, 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) require 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.

(h) 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). Contractor acknowledges

County is transitioning to an electronic claiming system and may need to submit claims electronically for timely payment.

(5) Direct Charges: Contractor shall submit invoices for Direct Charges within 45 calendar days of the end of the month in which the eligible expense was incurred, unless otherwise required to comply with grant and/or funding source requirement, in which case, DMH will provide written notification to Contractor. 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 pursuant to Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS). Failure to comply with the terms specified in Subparagraph (5) 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 Exhibit B, 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.

G. COUNTY PAYMENT FOR SERVICES RENDERED

(1) General: County agrees to reimburse Contractor for services rendered under Funded Programs during the term of the Contract based on the provisional rates approved in writing by the County for the Initial Period, First Automatic Renewal Period, any subsequent Automatic or Optional Renewal 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 the 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 the 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.

(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 the Contract.

H. BILLING AND PAYMENT LIMITATIONS

(1) Provisional Payments: County payments to Contractor for performance of eligible services hereunder 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 funding amount specified in Exhibit B, Financial Summary, County's claims processing information system data, State adjudication of Medi-Cal claims files, limitations of the 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 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 the 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(s). 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) 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 the 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 the 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.

(6) 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 the Contract.

I. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

(1) The Contract is subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of the Contract, including, but not limited to, those contained in State's Budget Act.

(2) The Contract is also subject to any additional restrictions, limitations, or conditions imposed by the federal government which may in any way affect the provisions or funding of the 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 the Contract corresponding with that fiscal year and any subsequent fiscal year during the term of the Contract (including any extensions), and the services to be provided by the Contractor under the Contract shall also be reduced accordingly. 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. 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 the Contract.

(4) Notwithstanding any other provision of the Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of the Contract during this or any of County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for the Contract in County's Budget for each such fiscal year. In the event funds are not appropriated for the Contract, then the Contract shall terminate as of June 30th 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 the 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 the Contract.

J. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

(1) Funds under the Contract are provided for the delivery of mental health services to eligible beneficiaries under each of the Funded Programs identified in Exhibit B, 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 the 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 deliver 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 of, 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

(1) Contractor shall deliver and monitor services so that Contractor can provide continued and uninterrupted provision of quality eligible services to eligible beneficiaries as specified in the Contract, to the extent funding is provided by County. If the County reasonably determines the Contractor will not meet expectations listed in Subparagraph (2) of this Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN), County may notify Contractor to discuss and determine whether a corrective action plan (CAP) will be required.

(a) If a CAP is issued and Contractor fails to comply with such CAP, County may implement remedies specified in Subparagraph (2) of Paragraph Z (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE).

(2) Without limiting Contractor's obligations under this Contract, Contractor shall meet performance and/or outcome expectations that are specified in the Contract, Statement(s) of Work, Service Exhibit(s), approved Service Delivery Plan, and/or Department guidelines, directives, and practice parameters.

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

(1) If, under the Contract, Contractor has Funded Programs that include Title XIX SD/MC services, 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 SD/MC services 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 the Contract for these Funded Programs, does so as the Local Mental Health Plan for the State and federal governments.

(3) Contractor shall submit to County all Title XIX SD/MC and/or Title XXI MCHIP claims or other State required claims data within the timeframe(s) prescribed by the 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 timeframes established under the Contract and State and federal timeframes, except to the extent that such failure was due to the fault of the County.

(4) County, as the Mental Health Plan, shall submit to the State in a timely manner, claims for Title XIX SD/MC services and/or MAA, and/or Title XXI MCHIP services only for those services/activities identified and entered into the County's claims processing information system, 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 SD/MC services and/or Title XXI MCHIP services is contingent upon reimbursement from the State and federal governments and that County will re-coup any provisional payments for said services that are not ultimately reimbursable.

(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 the 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 SD/MC 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 SD/MC 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 SD/MC services and/or Title XXI MCHIP services under federal requirements consists of federal financial participation, County, State and/or other grant funds. Contractor acknowledges that if such services are subsequently denied, voided, and/or disallowed, County shall make a full recovery of such payments, as applicable.

(10) Notwithstanding any other provision of the 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 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 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 WIC Sections 5709 and 5710.

(b) The eligibility of patients/clients for SD/MC, 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 the 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 the Contract.

(3) Contractor may retain unanticipated revenue, which is not shown in Contractor's Service Delivery Plan for the Contract, for a maximum period of one fiscal year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in the 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 the Contract.

(6) Failure of Contractor to report in all applicable 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 Service Delivery Plan for this Contract; and all interest and return on funds paid by County to Contractor, shall result in one or more, or all, of the following:

(a) Contractor's submission of a revised claim statement showing all such non-reported revenue.

(b) A report by County to DHCS 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 (CFA) IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED

(1) The CFA, if approved by County, is an advance of funds to be repaid by Contractor through direct payment of cash and/or through the provision of appropriate services/activities under this Contract during the applicable period.

(2) For each month of each period of this Contract, County will reimburse Contractor based upon Contractor's submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes. However, for each month of the first two months, of the Initial Term, the First Automatic Renewal Period, any subsequent Automatic or Optional Renewal Period,Contractor may request in writing from County a monthly County General Fund CFA as herein described.

(3) CFA disbursement(s), if any, shall be part of the total maximum reimbursement, which is limited to the MCA as specified in Paragraph B (LIMITATIONS ON MAXIMUM REIMBURSEMENT).

(4) A CFA is intended to provide cash flow to Contractor pending Contractor's rendering and billing of eligible services/activities, as identified in the DMH Contract Subparagraph 3.3 (DESCRIPTION OF SERVICES/ACTIVITIES), and County payment thereof. Contractor may request each monthly CFA only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

(5) Notwithstanding any other provision to the contrary, funding for Wraparound Case Rate (i.e., Specialized Foster Care Wraparound Invoice Funded Program) and Full Service Partnership Incentives shall not be included when computing monthly CFA amount(s).

(6) Cash Flow Advance Request Letter: For each month for which Contractor is eligible to request and receive a CFA, Contractor must submit to the County a letter requesting a CFA and the amount of CFA Contractor is requesting.

(a) In order to be eligible to receive a CFA, the letter requesting a CFA must be received by County on or before the 15th of that month (e.g., for the month of July 2021, the request must be received by July 15, 2021).

i. If the letter requesting CFA is received by the County from the Contractor after the 15th of the month, Contractor will not be eligible to receive a CFA for that month.

(b) The signed letter requesting a CFA must be sent via mail, fax or email (PDF file) to the Department of Mental Health Financial Services Bureau – Accounting Division, Provider Reimbursement Section (PRS).

i. PRS staff will determine whether Contractor is eligible to have its request considered based on the date the request letter is received by PRS and not the date on the request letter.

(c) Upon receipt of a request, Director, in his sole discretion, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

i. If a CFA is not approved, Director will notify Contractor within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the decision.

(7) Reduction of Cash Flow Advance Amount by Actual Adjudicated Claims: The CFA amount available to Contractor for any particular month will be reduced by County payments for claims received from Contractor. The County's claims payment process is initiated immediately upon County receipt from Contractor of a reimbursement claim.

(8) Business Rules for the Determination of the Maximum Amount of the Cash Flow Advance Request:

(a) For each of the first two (2) months of each period that the Contract is in effect, Contractor may request in writing from County a monthly County General Fund CFA for any funds which may be part of the MCA for such period as identified in the Financial Summary. Contractor shall specify in its request the amount of the monthly CFA it is requesting, not to exceed $_____ for the first month and $_____ for

the second month, if applicable. In no event shall the monthly CFA requested by Contractor exceed 1/12th of MCA as identified on Exhibit B, Financial Summary, as of the specified month the CFA is requested.

(b) In case the Contract is amended to increase or reduce the MCA during the first two months during which the Contractor may request and receive CFA, the CFA amount shall be recalculated for the remaining month(s) based on the executed date of the amendment. For the month in which the amendment is executed, the revised CFA amount shall be based on the executed date of the amendment, and if such executed date falls between the 1st and the 15th of the month, the revised CFA amount will be adjusted based on the total amount of the change in the MCA. If the executed date falls between the 16th and the end of the month, the revised CFA amount will be calculated based on one half (1/2) of the total change in the MCA.

(c) The Contractor may request in writing from County, consistent with above Subparagraph (8) (a) of this Paragraph N (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), for additional monthly CFA to accommodate extraordinary circumstances that are beyond Contractor's control, including but not limited to, Contractor's inability to submit claims to the County as described in Subparagraph (3) of Paragraph F (BILLING PROCEDURES) or due to procedural matters associated with transitioning Contractor to County's new claims processing information system, County's inability to process claims due to extended disruption in the County's claims processing information system, or any other circumstance determined by the Director, in his sole discretion, to constitute an extraordinary circumstance beyond Contractor's control. The County, in its sole discretion, shall review Contractor's request, including but not limited to, the amount of CFA requested and the amount of CFA requested in relation to the number of months remaining in the fiscal year, and shall respond accordingly within 15 business days from the receipt of such request.

i. Additional monthly CFA is subject to approval by the Director, County Auditor-Controller, County Counsel and County Chief Executive Office.

(9) Recovery of Cash Flow Advances: If Contractor has received any CFA pursuant to this Paragraph N (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), then recovery from Contractor's monthly claims shall be made through cash payment made by Contractor to County and/or through County offsets to County payment(s) of Contractor's approved claim(s) as follows:

(a) Generally, when Contractor renders services at a level that would indicate it will utilize all or a substantial portion of its MCA, County initiates recovery of the CFA balance, if any, for a particular fiscal year in July following the close of such fiscal year or at such time as payments to Contractor, including the CFA, reach the MCA. Such recovery is initiated through the Contractor's rendering and submitting of appropriate services and activities into the County's claims processing information system and/or the submission of invoices for direct charges.

(b) If at any time during the fiscal year, County determines that Contractor is not rendering services at a level that would utilize all of its MCA, County may initiate recovery of the CFA as specified above in Subparagraph (9) (a) of this Paragraph N (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED) prior to July 1. If County intends to initiate recovery of the CFA prior to July 1, County will give Contractor 30 calendar days' prior written notice, including the reason(s) for the intended actions, to ensure Contractor renders and submits sufficient services/activities to have repaid all, or a substantial portion of the CFA, by August 31st following the fiscal year close. Contractor may, within 15 calendar days of the receipt of County's written notice, request reconsideration of the County's decision.

(10) When Contractor's CFA balance is zero (0) in any fiscal year of the term of the Contract, any County and/or State and/or federal government(s) approved Contractor reimbursement claims for eligible services/activities will be disbursed in accordance with the terms and conditions of the Contract.

(11) Should Contractor request and receive a CFA, Contractor shall exercise cash management of such CFA in a prudent manner.

O. ANNUAL COST REPORTS

(1) For each fiscal year or portion thereof that the Contract is in effect, Contractor shall provide County with two 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 Contractor's executive official or designee, and be submitted with an accurate and complete copy of the Cost Report by the due date specified in Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS) in order to satisfy the annual cost reporting requirement.

(2) An accurate and complete Annual Cost Report shall be defined as a Cost Report which is completed utilizing reliable data source(s) to the best ability

of Contractor on such forms or in such formats as specified and instructed by the County. The forms and formats must be error-free.

(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 unless otherwise specified by the County or 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.

(5) Contractor may submit 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 Subparagraph (4) of this Paragraph O (ANNUAL COST REPORTS). The decision to grant an extension shall be at the sole discretion of the Director.

(6) 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 are provided to Contractor at the Cost Report training. The training will be conducted by County at least 30 calendar days prior to the Annual Cost Report submission deadline.

(a) Attendance by Contractor at the County's Cost Report Training is mandatory.

(b) Contractor must stay for the entire duration of the training, unless otherwise permitted by County, in order to meet the attendance requirement.

(7) Once the State commences its SD/MC reconciliation process, the County can no longer accept revised Cost Reports. County will notify Contractor of the deadline to submit revised Cost Reports. Unless otherwise agreed to between County and Contractor, revised Cost Reports will not be accepted beyond the deadline.

(8) Upon written notification from the Director that its Annual Cost Report contains errors or inaccuracies, Contractor shall, within 15 calendar days, unless otherwise specified by DMH, correct such errors and inaccuracies and resubmit its Annual Cost Report.

(9) Non-compliance with the Annual Cost Report submission and training requirements in this Paragraph O (ANNUAL COST REPORT) may result in County implementing remedies specified in Paragraph Z (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE).

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

(1) Contractor shall maintain records documenting all Title XIX SD/MC services 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.

(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 SMHS Reconciliation Report, also referred to as Title XIX SD/MC Reconciliation Report by the due date set by the County 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 sole discretion, shall determine which State approved SD/MC 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 SD/MC services to use for completion of the SMHS Reconciliation Report for the Contractor.

(3) To comply with the Federal Medicaid Managed Care Final Rule and Federal Mental Health and Substance Use Disorder Services Parity Final Rule requirements related to the recovery and reporting of overpayment(s) due to fraud, waste, or abuse (CMS-2390-P), Contractor shall void any claims associated with such overpayment(s) within 30 calendar days of discovery of such overpayment(s).

(a) To comply with the reporting requirement in Title 42 of Code of Federal Regulations, Part 438 and Centers for Medicare and Medicaid Services' (CMS) Final Rule, CMS-2390-P, Contractor shall submit a void report upon the discovery of such overpayment(s) to the County as specified in DMH Central Business Office (CBO) Bulletins NGA 20-009R, NGA 20-013, NGA 20-017, and any subsequent CBO Bulletin(s) related to Reporting of Overpayments (published in https://dmh.lacounty.gov/for-providers/cbo-bulletins/

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. The Interim Settlement is the 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 CFA. This Interim Settlement amount is provisional and may be subject to change based on the DHCS Cost Report Settlement, and SD/MC Cost Report Audit Report and revised Cost Report Audit Report outcomes.

(1) AMOUNT DUE: The Interim Settlement process may result in either County owing Contractor or Contractor owing County payments. The amount due is calculated by subtracting the total year-to-date payments, including CFA, made by County to Contractor in a given Fiscal Year from the Contractor's eligible, reimbursable costs under the Contract. If an amount is owed from Contractor to County, the recovery from Contractor shall be made in accordance with the terms of Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY) and Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

(2) PAYMENT BY COUNTY TO CONTRACTOR:

(a) County will provide Contractor with written notification of the amount owed to Contractor, if any.

(b) County will first apply any funds owed to Contractor to reduce any other outstanding amounts owed by Contractor to County.

(c) If no other funds are owed to County, County will pay Contractor within 30 calendar days of notification of Interim Settlement amounts, except if an amendment or Board Letter is required.

(3) Contractor may, by written notice within 30 calendar days of receiving County's notification of the amount owed, ask to review the County's Interim Settlement calculations.

(a) County will review the calculations with Contractor within 30 calendar days of receipt of request.

(b) County will follow-up with a written response within 30 calendar days following review of the results, if needed.

R. SPECIALTY MENTAL HEALTH SERVICES OR SHORT-DOYLE/MEDI-CAL UNITS OF SERVICE RECONCILIATION AND COST REPORT SETTLEMENT

(1) Contractor is required to participate in the SMHS, or SD/MC UOS, Reconciliation and DHCS SD/MC Cost Report Settlement processes. To the extent that DHCS issues a settlement amount to County, County will issue a revised settlement to Contractor, as applicable.

(2) Such SD/MC reconciliation and associated Settlement will be subject to the terms and conditions of the 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 SD/MC and XXI MCHIP, and other applicable federal and/or State programs.

(3) SD/MC Cost Report Settlement shall be subject to the limitations contained in Exhibit B, Financial Summary, which include, but are not limited to:

(a) Available local funds as indicated in Column D of the Financial Summary;

(b) Actual claims submitted and approved to those third-parties providing funds in support of specific Funded Programs; and

(c) Funded Program Amounts.

(4) County shall issue the DHCS SD/MC Cost Report Settlement results to Contractor no later than 180 calendar days following receipt of the outcome from DHCS.

(a) As part of its SD/MC Cost Report Settlement process, 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 SD/MC Cost Report Settlement amounts, Contractor may, within 30 calendar days, submit a written request to the County for review of the SD/MC Cost Report 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 SD/MC Cost Report Settlement amounts 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 SHORT-DOYLE/MEDI-CAL UNITS OF SERVICE RECONCILIATION AND COST REPORT SETTLEMENT), County shall issue a response to the Contractor that confirms or adjusts any amounts due to Contractor by the County or due from Contractor to the County.

(5) In the event that the SD/MC Cost Report 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 SHORT-DOYLE/MEDI-CAL UNITS OF SERVICE RECONCILIATION AND COST REPORT SETTLEMENT) or issuance of the County response as specified above in Subparagraph (4) (b) (ii) of this Paragraph R (SPECIALTY MENTAL HEALTH SERVICES SHORT-DOYLE/MEDI-CAL UNITS OF SERVICE RECONCILIATION AND COST REPORT SETTLEMENT), whichever is later.

(6) In the event that the SMHS Cost Report 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 R (SPECIALTY MENTAL HEALTH SERVICES SHORT-DOYLE/MEDI-CAL UNITS OF SERVICE RECONCILIATION AND COST REPORT SETTLEMENT), reimbursement to Contractor shall not exceed the MCA and shall not exceed the Funded Program Amount, as identified on the Financial Summary.

S. <u>AUDIT, AUDIT APPEAL AND ASSOCIATED SHORT-DOYLE/MEDI-CAL SETTLEMENT</u>

(1) At any time during the term of the Contract or after the expiration or termination of the Contract, in accordance with State and federal law including but not limited to Welfare and Institutions Code (WIC) Section 14170 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Contractor regarding the services/activities provided under the 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) <u>Post-Audit SD/MC Settlement</u>: At the conclusion of its audit process, DHCS will issue a report on the Cost Report Review (Audit Report) and initiate a corresponding settlement action.

(a) Within 90 calendar days of receiving the Audit Report, County shall inform Contractor of any audit findings and associated settlement actions (i.e. amount to be collected, amount to be paid, etc.).

(b) If the audit findings result in an amount due to County by the Contractor, Contractor shall make payment to the County in accordance with the terms of Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY). 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, State, and County laws, regulations, manuals, guidelines and directives in recovering any over-payments from Contractor.

(d) If the audit findings result in an amount due to Contractor by the County, County shall initiate the payment process to Contractor within 30 days of receiving the Audit Report settlement payment from DHCS.

(e) To the extent DHCS defers its collection of any amounts due from or payable to the County, County will also defer corresponding settlement actions to the Contractor until such time DHCS 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 DHCS.

(a) For federal audit findings, federal audit appeal processes shall be followed.

(b) Contractor may appeal DHCS audit findings in conformance with provisions of Section 51016 et seq. of Title 22 of the CCR. 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 DHCS recalculates the Audit Report settlement and issues a revised Audit Report due to the resolution of appealed issues, County will revise its settlement schedules accordingly.

i. If the Post-Audit Appeal, revised Audit Report results in amounts due to Contractor by the County, County shall initiate the payment process to Contractor within 30 days of receiving the revised Audit Report Settlement payment from DHCS.

ii. If the Post-Audit Appeal, revised Audit Report results in amounts due to County from Contractor, Contractor shall make payment to the County in accordance with the terms of Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY). Payment shall be submitted to the persons and at the address identified in Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS).

iii. To the extent DHCS defers its collection of any amounts due from or payable to the County, County will also defer corresponding settlement actions to the Contractor until such time DHCS initiates its settlement action with County.

(b) Notwithstanding any other provisions of the Contract, if Contractor appeals any amounts or issues identified in the DHCS Audit report, the appeal shall not prevent the County from recovering any amount owed by Contractor that the State has recovered from County.

(c) At times, it may be necessary for County to negotiate a settlement with the Contractor outside of the appeals and hearing process with the State. In those cases, County will execute a separate written agreement with Contractor to formalize mutually agreed upon terms.

(6) <u>County Audits</u>:

(a) 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 presented by Contractor with its appeal, and will issue its decision on the appeal after such consideration. Such decision is final. County will issue a written notification of the amount due within 30 calendar days of the appeal decision. Contractor shall make payment to the County as instructed in the written notification of the amount due.

(b) Director, in his sole discretion, shall determine the need to revise certain cost report forms (i.e. LAC 101, MH 1960, MH 1962, etc.) as needed to reflect the audit disallowance related to costs and expenditures as agreed by Contractor. To the extent such revisions are made, County will inform Contractor of such action and provide Contractor with a copy of the revised forms.

T. PAYMENTS BY CONTRACTOR TO COUNTY

(1) Payment Amount: If it is determined that the Contractor owes County under the Contract as the result of non-compliance, Interim Settlement, SMHS Cost Report Settlement, and/or SD/MC Audit and Post-Audit Appeal settlement, Contractor agrees to pay County the total amount due upon receipt of written notification by County. County shall first apply any amounts owed by Contractor to offset any amounts owed by County to Contractor. If there is a remaining amount owed to County after applying the offset, Contractor will inform County of its preferred repayment option within 15 calendar days of receipt of the County's written notice. The repayment options are listed below and subject to the final written approval of the Director:

(a) Paid in one cash payment by Contractor to County;

(b) Paid by cash payment(s) by Contractor to County or deducted from future claims over a period not to exceed 12 months;

(c) Paid through a repayment plan, not to exceed six (6) consecutive years, as negotiated between County and Contractor:

i. Paid by cash payment(s) or deducted from future claims; and/or

ii. Use of in-kind services; and/or

iii. A combination of cash, deductions from future claims, and/or use of in-kind services.

(2) If Contractor does not so notify County within 15 calendar days as stated in this Paragraph T (PAYMENTS 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 payment options shall be used by County for recovery of such amount from Contractor.

(3) In-Kind Services: The Contract considers the repayment of settlement amounts owed from Contractor to the County through the provision of in-kind services. In-kind repayment agreements must be negotiated between County and Contractor and are subject to the final written approval of the Director. As such, County and Contractor agree to the following terms and conditions:

(a) The term of the in-kind repayment may be up to and not to exceed six years from the execution of the Repayment Plan Agreement.

(b) In-kind mental health services from Contractor will be valued at the hourly rate specified by the Director. Contractor staff will be supervised by County's designated staff. Contractor shall not include the costs of

staff performing in-kind services or the UOS produced by such staff while performing in-kind services to the County on its year-end Cost Report.

(c) In-kind Contractor's space in the Repayment Plan will require the negotiation of a license agreement in coordination with the County of Los Angeles' Chief Executive Office Real Estate Division. Space will be valued at the rate identified in the license agreement.

(d) In-kind training services from Contractor in the Repayment Plan will be valued at the fair market value of such training, as specified by the Director.

(e) County will assign a contract program monitor, or designee, to oversee the in-kind services provided. County's contract program monitor has the discretion to terminate the in-kind services in the Repayment Plan based upon performance issues and/or failure to comply with reporting requirements.

i. To the extent the in-kind services in the Repayment Plan are terminated, County and Contractor will negotiate a new repayment option for the Repayment Plan within 30 business days of termination.

(f) County's contract program monitor may request a Corrective Action Plan, in writing, due to performance issues or failure to comply.

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, may terminate the Repayment Plan for in-kind services and determine which of the three remaining repayment options specified in Subparagraph (1) of this Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY) shall be used by County for recovery of any remaining amounts owed by Contractor, within 30 business days.

(g) Contractor will provide County with a report of in-kind services and/or costs in a format, frequency, and timeline specified by County.

(4) Under special circumstances, Contractor may request, in writing, an extension of the payment period beyond the six (6) year extension period referenced in this 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 SD/MC UOS reconciliation and SD/MC Cost Report Settlement, and/or SD/MC Audit Report and Post-Audit Settlement processes result in money owed to Contractor by County, such amount(s) shall be first offset from any balance owed to County by Contractor.

(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.

(9) To the extent that Contractor has terminated its Contract with the County, the payment of any outstanding amounts due by Contractor to the County shall be paid within 30 calendar days of receiving written notification from the County and the repayment options described in this Paragraph T (PAYMENTS BY CONTRACTOR TO COUNTY), including extended repayment options and in-kind services, are considered void.

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 the 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 and approved by County shall be made by an amendment pursuant to the DMH Contract Subparagraph 8.1 (AMENDMENTS).

(b) All changes requested by the Contractor shall be followed by a Mid-Year Change to the last approved Service Delivery Plan to be submitted by the Contractor, which must be approved by the Director as specified in DMH Notice, *Service Delivery Plan 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) Contactor'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 the Contract. Director will make best efforts to expedite the amendments provided under this Subparagraph (2) (a) of this Paragraph V (COUNTY AND 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 of, 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 Renewal Period, any subsequent Automatic or Optional Renewal Period , respectively.

(3) If County requires changes per Paragraph Z (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE), Contractor must submit a Mid-Year Change to the last approved Service Delivery Plan as specified in DMH Notice, *Service Delivery Plan 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 Service Delivery Plan.

(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 Service Delivery Plan as specified in DMH Notice, *Service Delivery Plan 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(S) OF WORK/ SERVICE EXHIBIT(S) LIST); to ensure continuity of care; or to reflect program and/or policy changes that affect the 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 the Contract; and

(d) Approval of County Counsel, or the designee, is obtained prior to any such amendment to the 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 DHCS SD/MC UOS reconciliation and audit processes, County and Contractor acknowledge that the final determination of the amounts owed by the Parties to each other will occur during First, any subsequent Automatic or Optional Renewal Period as described in the DMH Contract, Paragraph 4 (TERM OF CONTRACT) and/or after the expiration or termination of the Contract. Therefore, the parties agree that all provisions of the Contract related to effectuating payment, including, but not limited to, provisions related to cost reporting, settlement, and audit, including such provisions in this Exhibit A, Financial Provisions, survive the First, any subsequent Automatic or Optional Renewal Period as described in the DMH

Contract, Paragraph 4 (TERM OF CONTRACT) and/or expiration or termination of the 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(s) should survive.

(2) To maximize the use of federal and State funding for Medi-Cal services and to align Financial Summary funded program amounts to actual, allowable cost, Contractor, within 15 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 shift of funds request, such approval shall be in the form of an executed amendment to the Contract. In addition, the Director, at his sole discretion, may propose and, with the agreement of Contractor, execute a written amendment to (a) modify the distribution of funds identified for each Funded Program as shown on the Financial Summary (Exhibit B); (b) change, including increase, the amount of federal or State funds on the Financial Summary (Exhibit B); or (c) 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,any subsequent Automatic or Optional Renewal Period as described in the DMH Contract, Paragraph 4 (TERM OF CONTRACT) and/or after the Contract has expired or terminated and shall be effective irrespective of whether the Contract is in the Automatic Renewal Period or has expired or terminated.

Y. PAYMENT AND INVOICE NOTIFICATIONS

(1) Contractor shall submit all Invoices, including any supporting documentation, to the following, except as otherwise provided under Subparagraph (1) (a) of this Paragraph Y (PAYMENT AND INVOICE NOTIFICATIONS):

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

(a) In the event the Invoice Funded Program is set up to be billed electronically, invoices shall be submitted in the specified electronic tracking system.

(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
P.O. Box 514780
Los Angeles, CA 90051-4780
Attn: Cash Collections Section

Z. COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE

(1) General Remedies:

(a) County may immediately, without prior written notice, suspend payments to Contractor, for good cause, if the Director determines that Contractor is in default of any Contract provisions due to alleged fraud or similar intentional wrongdoing.

i. Thereafter, Contractor may request reconsideration of Director's decision to suspend payment.

(b) County may suspend all, or a portion, of its payment if the Director determines that Contractor is in default of any Contract provisions due to noncompliance with - or failure to respond to - requests, policies, procedures, guidance, or other similar instructions from the County as required and until such time the Contractor complies and such response has been reviewed and approved by Director.

i. Notwithstanding any other provision of the Contract, examples of noncompliance include, but are not limited to:

a. Insufficient documentation of clinical work that does not meet federal, State, and County written standards;

b. Failure to timely provide the annual Cost Report;

c. Failure to timely provide outcomes data; and/or

d. Failure to comply with a Corrective Action Plan (CAP).

(c) County may also withhold all, or a portion, of its payment if there is a reasonable determination that Contractor is or may become insolvent.

(d) To the extent that the County intends to suspend all, or a portion of, its payment for reasons other than fraud or intentional wrongdoing:

i. Director shall provide Contractor with at least 30 calendar days' prior written notice of such suspension that includes the reason(s) for such suspension.

ii. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.

iii. 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 information or documentation to the County relevant to the circumstances that led the County to take such actions and may propose alternative action(s).

iv. 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.

v. Upon determination that Contractor is no longer in noncompliance with the Contract provision(s) that resulted in the suspension of payment, County shall release withheld payments within 30 calendar days of such determination, unless otherwise prohibited by federal, State, and/or local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines, and directives.

(2) Additional Remedies imposed for Failure to Comply with CAP:

(a) If a CAP is issued and Contractor fails to comply with such CAP, County may impose the following remedies in addition to the general remedies identified in Subparagraph (1) of this Paragraph Z (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE)

i. Restrict Contractor from expending any more funds allocated for the program(s) at issue by de-obligating previously allocated funds.

ii. Decrease the amount of funds allocated in subsequent fiscal years for the program(s) at issue.

iii. Terminate specific program(s) within the Contractor's Contract and/or terminate the Contractor's Contract in its entirety for failure to meet performance and/or outcome expectations as specified in the Contract, Statement(s) of Work, Service Exhibit(s),

approved Service Delivery Plan, and/or Departmental guidelines, directives, and practice parameters.

(b) To the extent that the County intends to impose such additional remedies:

i. Director shall provide Contractor with at least 30 calendar days' prior written notice of its intent to take such action, which will include an explanation of how the Contractor is not meeting the expectations identified in Paragraph K (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN); copies of relevant data, if applicable; the nature and the amount of the proposed funding allocation change; and any associated changes to the amount of services to be provided by Contractor.

ii. Thereafter, Contractor may, within 15 calendar days, request written reconsideration of the County's decision. Contractor's request must clearly indicate the reason why County's action is unjustified.

iii. 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 action(s).

a. If Contractor fails to meet with County in this period of time, and County has provided an opportunity to meet within the time period, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended actions.

iv. 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 and any remedies will be effective upon receipt of notification by Contractor.

(c) Any change in Contractor's Contract, including termination of specific program(s) and/or termination of the entire Contract shall be effected by an administrative amendment to the Contract or notice of termination issued by Director.

(d) Changes that are based on one-time circumstances will be applicable to the current contract fiscal year only and shall not result in reductions (or increases) of MCA and/or Funded Program Amount in subsequent fiscal 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.

(e) 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 the Contract. By executing the Contract, Contractor specifically consents to the prospective adjustments set forth in this provision up to and including termination of program(s) and/or the Contract.

(3) Additional Remedies imposed for Failure to Timely Submit Annual Cost Report:

(a) Contractor agrees that failure by the Contractor to timely submit an Annual Cost Report(s) by the due date specified in Subparagraph (4) of Paragraph O (ANNUAL COST REPORTS) will result in damages being sustained by the County. County and Contractor agree that it will be impractical 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 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 the Annual Cost Report 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 as otherwise specified by County, or on the seventy-sixth (76th) day following the expiration or earlier termination of the 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). If Contractor fails to make

payment of said damages to County by the end of the 30 calendar days as requested, County shall deduct from future payments of Contractor's approved claims or take other steps to collect on the debt, as needed.

iv. Contractor may not include costs incurred for liquidated damages on its Cost Report.

(b) Liquidated damages will not be assessed during the time period for which Contractor has been granted an extension to submit the Annual Cost Report by the Director or designee.

(c) If Contractor fails to submit an annual Cost Report within 30 calendar days after the due date specified in Subparagraph (4) of Paragraph O (ANNUAL COST REPORTS), County may demand repayment of all amounts covered by the outstanding annual Cost Report and paid to Contractor by the County for the applicable fiscal year in lieu of collecting the $100 per day liquidated damages fee. 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).

(4) Additional Remedies imposed for Failure to attend Cost Report Training:

(a) Contractor agrees that its failure to attend the Cost Report Training will result in additional work on the County. County and Contractor agree that a reasonable estimate for such additional work is $100 per occurrence. Therefore, County may, in its sole discretion, assess liquidated damages in the amount of $100 for each occurrence of Contractor's non-attendance at the Cost Report Training.

(b) 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). If Contractor fails to make payment of said damages to County by the end of the 30 calendar days as requested, County shall deduct from future payments of Contractor's approved claims.

(c) Contractor may not include costs incurred for liquidated damages on its Cost Report.

Additional Remedies imposed for Failure to correct inaccuracies in Annual Cost Report:

(a) If Contractor fails to correct inaccuracies in the Annual Cost Report within 15 calendar days after receipt of written notification from the Director, or designee, and said inaccuracies result in the loss of reimbursement to the County for claimable amounts that were paid to Contractor, Contractor must repay the County for the amount of lost reimbursement that the County could have claimed if the inaccuracy was corrected by Contractor.

(b) 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.

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

Contractor: _____

Legal Entity No.: _____

Claims for services/activities with dates of services: _____ through _____.

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 with the terms and conditions of the Contract; 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 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 Contractor. The services will be provided in accordance with the client's written treatment plan. I agree and certify under penalty of perjury that no services will be submitted for the Contractor nor any of its staff members who is restricted, excluded, and/or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part. This certification covers staff members who are directly included on the claim or any staff member whose time is included on the claim, but whose identifying Name and National Provider ID are not included if they were a co-practitioner in the service. This Contractor also certifies that all information submitted to the County Department of Mental Health will be accurate and complete. This Contractor and I 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 Contractor agrees to keep for a minimum period of as specified in its Contract with County, a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The Contractor 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 Contractor 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 claimant responsible for the examination and settlement of accounts. I further certify that this claimant will provide from the eligible designated funds in the Financial Summary of the DMH Contract 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

Financial Summary (Exhibit B)

Contractor Name: | Amendment No.: | Contract No:
LE No: | Fiscal Year: | 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	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N		
12	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N		
13	Project ABC South LA (SAMHSA, CFDA #93.104) Invoice	N		
14	Juvenile Justice Program (STOP) Non-MC	N		
15	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N		
16	Juvenile Justice Program (JJCPA - MST) Non-MC	N		
17	Juvenile Justice Program (JJCPA - MST) MC	Y		
18	Juvenile Justice Program (JJCPA - New Directions) Non-MC	N		
19	Juvenile Justice Program (JJCPA - New Directions) MC	Y		
20	Juvenile Justice Program (COD) Non-MC	N		
21	Juvenile Justice Program (FFT) MC	Y		
22	Homeless Services Non-MC	N		
23	Homeless Services Invoice	N		
24	Homeless Services MC	Y		
25	ODR Diversion Programs Non-MC	N		
26	ODR Diversion Programs MC	Y		
27	CalWORKs MHS Non-MC	N		
28	CalWORKs Homeless Family Solution System Invoice	N		
29	GROW Non-MC	N		
30	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N		
31	Post-Release Community Supervision-Community Reintegration Prog Invoice	N		
32	Post-Release Community Supervision-Community Reintegration Prog MC	Y		
33	DPH Dual Diagnosis Non-MC	N		
34	DCSS Forensic Center Services Invoice	N		
35	DHS EPIC Program Non-MC	N		
36	DHS EPIC Program MC	Y		
37	Measure H Housing Supportive Services Program Non-MC	N		
38	Measure H Housing Supportive Services Program Invoice	N		
39	Measure H Housing Supportive Services Program MC	Y		
40	Children's Outreach & Triage Team (COTT) Non-MC	N		
41	Children's Outreach & Triage Team (COTT) MC	Y		
42	Outreach & Triage Team (OTT) Non-MC	N		
43	Outreach & Triage Team (OTT) MC	Y		
44	CARES Act Invoice (CFDA #21.019)	N		
	Federal/State Revenue			
45	Federal/State Revenue MC	Y		
	Realignment Funded Programs			
46	DMH Mental Health Services Non-MC	N		
47	DMH Mental Health Services Invoice	N		
48	DMH Mental Health Services MC	Y		
49	DMH IMD Step Down Non-MC	N		
50	DMH IMD Step Down Invoice	N		
51	DMH IMD Step Down MC	Y		
	MHSA Funded Programs			
52	MHSA Full Service Partnership Non-MC	N		
53	MHSA Full Service Partnership Invoice	N		
54	MHSA Full Service Partnership Incentives	N		
55	MHSA Full Service Partnership MC	Y		
56	MHSA Outpatient Care Services Non-MC	N		
57	MHSA Outpatient Care Services Invoice	N		
58	MHSA Outpatient Care Services MC	Y		
59	MHSA Alternative Crisis Services Non-MC	N		
60	MHSA Alternative Crisis Services Invoice	N		
61	MHSA Alternative Crisis Services MC	Y		
62	MHSA Housing Supportive Services Program Non-MC	N		
63	MHSA Housing Supportive Services Program Invoice	N		
64	MHSA Housing Supportive Services Program MC	Y		
65	MHSA Linkage Services Invoice	N		
66	MHSA Planning, Outreach, & Engagement Non-MC	N		
67	MHSA Prevention & Early Intervention (PEI) Non-MC	N		
68	MHSA PEI Invoice	N		
69	MHSA PEI Court Diversion Invoice	N		
70	MHSA PEI MC	Y		
	Maximum Contract Amount (MCA)			$ -

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

V5/12/21

Statement of Work / Service Delivery Site Listing **Exhibit C**

Contractor Name:
Legal Entity No:

STATEMENT OF WORK (SOW)/ SERVICE EXHIBITS	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name
	Provider #	Provider #	Provider #	Provider #
	Service Area	Service Area	Service Area	Service Area
	Supervisorial District	Supervisorial District	Supervisorial District	Supervisorial District

Statement of Work / Service Delivery Site Listing

Exhibit C

Contractor Name:
Legal Entity No:

STATEMENT OF WORK (SOW)/ SERVICE EXHIBITS	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name
	Provider #	Provider #	Provider #	Provider #
	Service Area	Service Area	Service Area	Service Area
	Supervisorial District	Supervisorial District	Supervisorial District	Supervisorial District

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

DIRECTOR OF MENTAL HEALTH:

Name: Jonathan E. Sherin, M.D., Ph.D.

Title: Director

Address: 550 S. Vermont Avenue
Los Angeles, CA., 90020

Telephone: (213) 738-4601

E-Mail Address: Director@dmh.lacounty.gov

COUNTY MONITORING MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACT LEAD:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT 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

CONTRACTOR: _____ Contract No.: MH_____

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

CONTRACTOR_____Contract No.: MH_____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____DATE:_____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name_____ Contract No._____

Non-Employee Name_____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE:____/____/____

PRINTED NAME: _____

POSITION: _____

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.

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)

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.

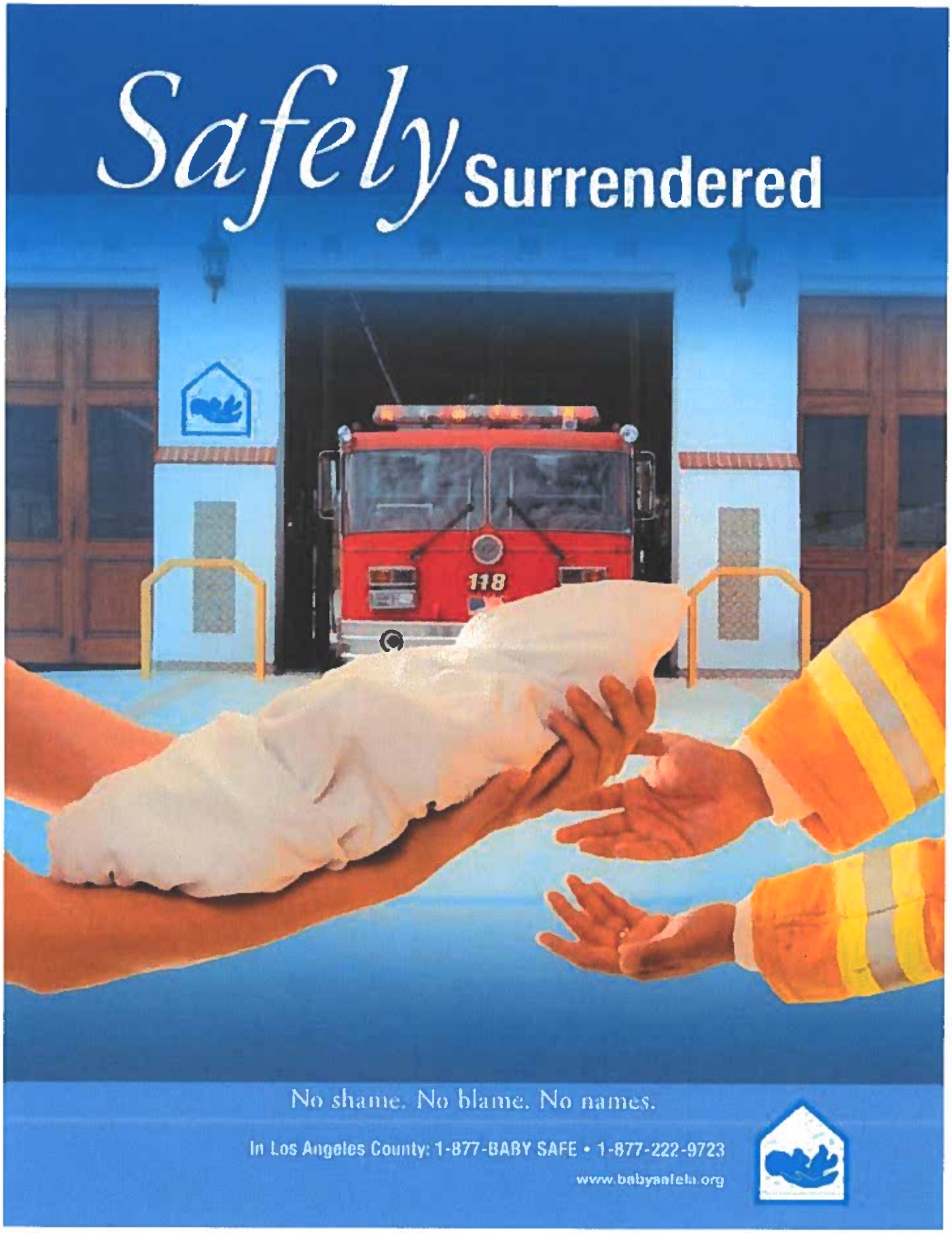
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"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
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

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.

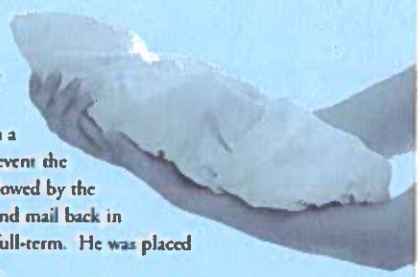
What happens to the parent or surrendering adult?

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

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de ***un bebé***

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

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:** Patient Protection and Affordable Care Act, 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:** 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):** The Board of Supervisors of the County of Los Angeles acting as governing body.

4. **Cal MediConnect:** 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:** 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**: 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:** California Code of Regulations.

8. **CDSS:** California Department of Social Services.

9. **CGF:** County General Funds.

10. **Confidential Information:** 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 Welfare and Institutions Code section 5328, 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:** This contract executed between DMH and Contractor. Included are all supplemental amendments 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:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an contract with DMH to perform or execute the work covered by this contract.

13. **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

14. **Cost Reimbursement (CR):** 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:** The Board of Supervisors of the County of Los Angeles acting as governing body.

16. **DMH Contract Project Monitor:** 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. **DMH Project Manager:** Person designated by DMH's Project Director to manage the operations under this Contract.

18. **DMH Project Director:** Person designated by DMH with authority for DMH on contractual or administrative matters relating to this Contract that cannot be resolved by DMH's Project Manager.

19. **DMH's Claims Processing Information System:** The current system employed by the Department of Mental Health to submit and process claims.

20. **Countywide Maximum Allowances (CMA):** DMH established maximum reimbursement rates for specialty mental health services provided by the Los Angeles County Department of Mental Health Legal Entity Contractors.

21. **CPT:** Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication.

22. **Covered Individuals:** 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:** A formalized representation of specific facts or concepts suitable for communication, interpretation, or processing by people or by automatic means.

24. **Data Log:** 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:** 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 Contract.

26. **Data Universal Numbering System (DUNS):** 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):** Calendar day(s) unless otherwise specified.

28. **DHCS:** California Department of Health Care Services.

29. **Digital Key Certificate:** 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.

30. **Director:** County's Director of Mental Health or his authorized designee who serves as the chief executive officer of all mental health programs and has general supervision over all such mental health services and programs.

31. **DMH:** County's Department of Mental Health which is the Mental Health Plan for the County.

32. **DPSS:** County's Department of Public Social Services.

33. **Electronic Data Interchange (EDI):** The automated exchange of business data from application to application in an ANSI approved or other mutually agreed format.

34. **Electronic Remittance Advice (ERA):** 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.

35. **EOB:** "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.

36. **Envelope:** 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 Contract.

37. **EPSDT:** 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.

38. **FFP:** 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.

39. **Fiscal Intermediary:** DMH 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.

40. **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

41. **Funded Program:** 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.

42. **Gross Program Budget:** The sum total of the Net Program Budget and all Third Party Revenues shown in the Financial Summary.

43. **GROW:** General Relief Opportunities for Work.

44. **HITECH:** 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.

45. **HIPAA:** 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.

46. **Individual:** 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.

47. **Institutions for Mental Disease (IMD):** 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:** 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:** A provider of mental health services as is described in Title 9 CCR section 1840.100.

50. **Lost** or **Indecipherable Transmission:** 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:** 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:** 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:** Expansion of Medi-Cal eligibility to additional low-income adults.

54. **Mental Health Services Act (MHSA):** 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 DMH agencies and which requires the development of integrated plans for prevention, innovation, and system of care services.

55. **MHRC:** Mental Health Rehabilitation Centers certified by the DHCS.

56. **Organizational Provider's Manual:** 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:** Projects for Assistance in Transition from Homelessness Federal grant funds.

58. **Payee National Provider Identifier (NPI):** 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:** A business organization that provides benefit payments on behalf of Covered Individuals eligible for payment for certain services to Covered Individuals.

60. **PHF:** 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:** Protected Health Information. PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.

62. **PII:** 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:** 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):** Solicitation process to Contractors on 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):** Solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;

66. **SAMHSA:** Substance Abuse and Mental Health Services Administration Federal block grant funds.

67. **Secure Identification Cards:** 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:** 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 Delivery Plan (SDP):** A document that the DMH requires a service provider to submit when requesting a contract renewal, or a contract award under a solicitation, or a mid-year change to a current contract. Formerly known as Negotiation Package.

70. **Service Exhibit (SE):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

71. **SDMH:** 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.

72. **SFC:** Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity.

73. **SNF-STP:** Skilled Nursing Facility licensed by the DHCS, with an added Special Treatment Program certified by the California Department of Public Health.

74. **Source Documents:** 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.

75. **State:** The State of California.

76. **Statement of Qualifications (SOQ):** Contractor's response to an RFSQ

77. **Statement of Work (SOW):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

78. **Subcontract:** A contract by the contractor to employ a subcontractor to provide services. Subcontracting is not allowing under this Contract.

79. **Subcontractor:** 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. Subcontractors may not be used to perform any services provided under this Contract.

80. **Submitter ID Number:** A unique number assigned by DMH to the Trading Partner or Agent for the purpose of identifying the Trading Partner for Data Transmissions.

81. **Subprogram:** 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.

82. **System:** The equipment and software necessary for a successful electronic Data Transmission.

83. **Title IV:** Title IV of the Social Security Act, 42 United States Code Section 601et seq.

84. **Title XIX:** Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.

85. **Title XXI:** Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.

86. **Trading Partner:** 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.

87. **UMDAP:** DHCS's Uniform Method of Determining Ability to Pay.

88. **WIC:** The California Welfare and Institutions Code.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with Paragraph 9.11 of the 24 Hour Residential Treatment Contract (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 a federally funded health care program.

I further certify as the official responsible for the administration of _____ (hereafter "Contractor") that none of its officers, employees, agents and/or subcontractors 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 subcontractors 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 subcontractors otherwise likely to be found by a federal or State agency to be ineligible to provide goods or services under a federally funded health care program.

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

- Any event that would result in Contractor or any of its officers, employees, agents and/or subcontractors being excluded or suspended 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 subcontractors, barring it or its officers, employees, agents and/or subcontractors 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 via email required supplemental documents within certain timelines, as instructed below, to the Contract Administrator listed in Exhibit E (County's Administration).

INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

For Renewed Contracts: Contractor is required to submit via email the specified documents listed below upon first execution of the Contract, and thereafter, only if updates or revisions have been made to such documents since the last submission. Updates or revisions must be submitted via email within 10 business days to the Contract Administrator listed in Exhibit E (County's Administration). 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 sent via email to the Contract Administrator listed in Exhibit E (County's Administration).

For Amended Contracts: With the exception of the Financial Statements, Published Charges, and Indirect Cost Allocation Plan, 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, Published Charges, Indirect Cost Allocation Plan, and Information Security Exhibits. 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 sent via email to the Contract Administrator listed in Exhibit E (County's Administration).

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 Service Delivery Plan, an explanation must be provided; and

   c. **By-Laws and Amendments to By-Laws**

   d. **Fictitious Business Name Filings (if using a DBA)**

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: https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=print.preview&docID=2365

4. **Published Charges** – "Published Charges" are the usual and customary charges prevalent in the public mental health sector that is used to bill the general public, insurers, or other non-Medi-Cal payors. Contractor shall have, for each specialty mental health service it provides, a published charge, which it will establish and/or update at least annually, with the understanding that such published charge my act as a limitation on its allowable payment under this Contract.

5. **Indirect Cost Allocation Plan** - To the extent an indirect cost rate is charged, a copy of Contractor's indirect cost allocation plan is required to be submitted to DMH for review and approval.

6. **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***:

7. **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.

8. **Fully Executed Contracts** – Fully executed contracts (e.g., consultants, professional services, etc.)

9. **Equipment Leases** – Equipment leases for equipment, including automobiles, photocopiers, etc.

10. **Maintenance Agreements** – Maintenance agreements for equipment and other items.

In accordance with Exhibit U (Attestation Regarding Information Security Requirements), it is the responsibility of the Contractor to access the following link: https://dmh.lacounty.gov/contract-exhibits **annually and upon notification by DMH of updated Information Security Exhibits to complete, or update, the forms listed below**.

11. **Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)** – Contractor must access the link above, sign the exhibit, and submit to DMH.

12. **Exhibit Q - Information Security and Privacy Requirements for Contracts** – Contractor must access the link above for updated information annually.

13. **Exhibit R - DMH Contractor's Compliance with Information Security Requirements** – Contractor must access the link above, complete the exhibit in its entirety, sign and submit annually to DMH.

14. **Exhibit S - Confidentiality Oath for Non-DMH Workforce Members** – Contractor must access the link above, sign the exhibit and submit annually to DMH.

15. **Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE)** – Contractor must access the link above, sign the exhibit and submit annually to DMH.

Contractor shall access the link above, sign, and submit Information Security Exhibits requiring signatures to the Contract Administrator listed in Exhibit E (County's Administration) via email.

PERFORMANCE STANDARDS AND OUTCOME MEASURES

CONTRACTOR: _____

Legal Entity Number: _____

Pursuant to the 24 Hour Residential Treatment Services Contract, Paragraph 8.15 COUNTY'S QUALITY ASSURANCE PLAN, Contractor shall be subject to the following standards and outcomes which will be used by County as part of the determination of the effectiveness of services delivered by Contractor. Also, as stated in the 24 Hour Residential Treatment Services Contract, Paragraph 3.0, Contractor may be subject to other specific performance outcomes that are required for Mental Health Service Act (MHSA) programs. MHSA performance outcomes are provided in the respective MHSA service exhibits that are part of the 24 Hour Residential Treatment Services Contract, as applicable.

Line ID	Outcomes Domains	Performance Standards	Method of Data Collection
1		State mandated (California Welfare and Institutions Code (WIC) §§ 5612 and 5613)	California Consumer's Perception Survey - MHSIP[1], YSS[2] and YSS-F[3] survey instruments.
2	Access to Services	Client received continuity of care by being seen within five business days of discharge from an acute psychiatric hospital.	County DMH's claims processing information system data repository.
3	Access to Services	Clients were able to receive services at convenient times and locations.	MHSIP, YSS and YSS - F survey instruments.
4	Access to Services	Clients and other providers have access to up-to-date provider and practitioner information in order to best support access-to-care. 95% of information is up-to-date within a 30 day period except information that must be updated immediately (e.g., when a provider is no longer available).	Network Adequacy Provider and Practitioner Application (NAPPA)
5	Access to Services	Clients requesting an initial appointment are offered appointments to be seen within 10 business days of request.	Service Request Log (SRL), Service Request Tracking System (SRTS), Claims Data
6	Client Satisfaction	Child/youth and families report that they had someone to talk to when they were troubled.	YSS and YSS-F survey instruments.
7	Client Satisfaction	Clients reported that staff were sensitive to the client's cultural/ethnic background.	MHSIP, YSS and YSS-F surveys.
8	Clinical Effectiveness	Families of child/youth and child/youth get along better with family members.	YSS and YSS-F surveys instruments.
9	Clinical Effectiveness	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.
10	Clinical Effectiveness	Families report child/youth are doing better in school and/or work.	YSS-F survey
11	Clinical Effectiveness	Transitional Age Youth are doing better in school and/or work.	YSS survey
12	Clinical Effectiveness	Adult/older adult clients are doing better in school and/or work.	MHSIP survey
13	Clinical Effectiveness	Adult/older adult clients report they deal more effectively with daily problems and/or 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 - Youth Services Survey for Youth.
[3] YSS-F -Youth Services Survey for Families.

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)

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	Zip Code

Telephone Number	Fax Number	E-mail Address

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 Add Name Delete Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest

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 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. 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 _____

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 Delete Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest

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 _____

ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

In accordance with Paragraph 9.3 of the Contract, (CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION), Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" security and privacy requirements.

_____ (hereafter "Contractor") acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal information (PI); protected health information (PHI) and medical information (MI).

Contractor acknowledges it is the Contractor's responsibility to access the following link: https://dmh.lacounty.gov/contract-exhibits **annually and upon notification by DMH of updated Information Security Exhibits to complete, or update, the forms listed below:**

- Exhibit N – Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit Q – Information Security and Privacy Requirements for Contracts
- Exhibit R – DMH Contractor's Compliance with Information Security Requirements
- Exhibit S – Confidentiality Oath for Non-DMH Workforce Members
- Exhibit T – Electronic Data Transmission Trading Partner Exhibit (TPE)

Further, Contractor agrees to comply with the terms and conditions of the exhibits listed above, which are by this reference made a part of the Contract. Contractor understands that it is the Contractor's responsibility to access the link above, sign and submit the listed Information Security Exhibits requiring signatures via email to the Contract Administrator listed in Exhibit E (County's Administration).

Name of authorized official (Official Name)_____
Printed name

Signature of authorized official _____ Date _____

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
24-HOUR RESIDENTIAL TREATMENT SERVICE PROVIDERS

Attachment II

Legal Name	Contract Status	HQ Address	City	State	ZIP	Svc Delivery Sup Dist	MHRC SOW 1124	PHF SOW 1125	ERS SOW 1126	SNF-STP SOW 1127	MH Congregate Style Care Svcs SOW 1134	Medical Intensive SNF & Psych Svcs SOW 1135	CRTP SOW 1136
Alpine Special Treatment Center dba Harborview Ctr, LLC	Existing	2020 Alpine Blvd.	Alpine	CA	91901	4,*OOC	X						
AMADA Enterprises, Inc. dba View Heights C. Hosp	Existing	12619 S. Avalon Blvd.	Los Angeles	CA	90061	2				X			
ASC Treatment Group dba The Anne Sippi Clinic	Existing	2457 Endicott Street	Los Angeles	CA	90032	1,5			X				
Braswell Rehabilitation Institute for Development of Growth and Educational Services, Inc. dba BRIDGES, Inc.	Existing	279 Arrow Hwy #102	San Dimas	CA	91773	1			X				
California Psychiatric Transitions, Inc.	Existing	9226 N. Hinton Ave.	Delhi	CA	95315	*OOC	X						
Crestwood Behavioral Health, Inc.	Existing	520 Capitol Mall, #800	Sacramento	CA	95814	*OOC	X						
Cucumber Holdings, LLC dba Stoney Point Healthcare Center	Existing	21820 Craggyview St.	Chatsworth	CA	91311	3						X	
Didi Hirsch Psychiatric Service	Existing	4760 Sepulveda Blvd.	Culver City	CA	90230	2							X
Exodus Recovery, Inc.	Existing	9808 Venice Blvd #700	Culver City	CA	90232	1,2,3		X					X
Gateways Hospital and Mental Health Center	Existing	1891 Effie Street	Los Angeles	CA	90026	1			X				X
Hillview Mental Health Center, Inc.	Existing	12450 Van Nuys Blvd # 200	Pacoima	CA	91331	3							X
Homes for Life Foundation	Existing	8939 S. Sepulveda Blvd #460	Los Angeles	CA	90045	4			X				
KF Community Care, LLC	Existing	2335 S. Mountain Ave.	Duarte	CA	91010	5				X			
Landmark Medical Services, Inc.	Existing	2030 N. Garey Ave.	Pomona	CA	91767	1				X			
Los Angeles Centers for Alcohol and Drug Abuse	Existing	12070 Telegraph Rd. #207	Santa Fe Springs	CA	90670	4							X
San Gabriel Valley Convalescent Hospital, Inc. dba Penn Mar Therapeutic Center	Existing	260 E. Brown St # 315	Birmingham	MI	48009	1				X			
Special Services for Groups, Inc.	Existing	905 E. 8th Street	Los Angeles	CA	90021	1, 2, 4, *OOC			X				
Star View Behavioral Health, Inc., FKA Star View Adolescent Center, Inc.	Existing	1501 Hughes Way #150	Long Beach	CA	90310	4		X					
SunBridge Braswell Enterprises, LLC dba Olive Vista A Center for Problems of Living, Laurel Park & Sierra Vista	Existing	2335 S. Towne St.	Pomona	CA	91766	1, 3,*OOC				X			
SunBridge Meadowbrook Rehabilitation Center, LLC dba Mediowbrook Manor	Existing	3951 East Blvd.	Los Angeles	CA	90066	3				X			
SunBridge Shandin Hills Rehabilitation Center, LLC dba Shandin Hills Behavior Therapy Center	Existing	4164 N. 4th Ave.	San Bernardino	CA	92408	*OOC				X			
Telecare Corporation	Existing	1080 Marina Valley Parkway #100	Alameda	CA	94501	4	X	X	X	X			
The Teen Project, Inc.	Existing	8140 Sunland Blvd.	Sun Valley	CA	91352	3							X
Long Beach Post Acute, LLC dba Long Beach Post Acute	****New**	1201 Walnut Ave	Long Beach	CA	90813	All						X	
Sana Fe Convalescent Hospital dba Beachside Post Acute	****New**	3294 Santa Fe Ave.	Long Beach	CA	90810	All						X	
The Gardens of El Monte, LLC dba The Gardens of El Monte	****New**	5044 Buffington Rd.	El Monte	CA	91732	All						X	

*OOC stands for Out of County.
**A new 24-Hour Residential Treatment provider who met the requirements of DMH's RFA.

SAMPLE CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES

AND

CONTRACTOR

DEPARTMENT OF MENTAL HEALTH
ACUTE PSYCHIATRIC INPATIENT CONTRACT

_____
Contract Number

_____
Vendor Number

_____
Reference Number

_____

_____
Contractor Headquarters Address

Contractor Headquarters' Supervisorial District _____

Contractor Headquarters' Service Area _____

Mental Health Supervisorial District(s) _____

Mental Health Service Area(s) _____

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Contract Exhibits:

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Service Exhibits as Applicable:

- Psychiatric Diversion Programs And Institution Of Mental Disease Exclusion Population Services (Service Exhibit I)
- Behavioral Health & Physical Health (Service Exhibit II)

Exhibit B - Invoice Summary – Payment Request

Exhibit C - Definitions

Exhibit D - Contractor's EEO Certification

Exhibit E - County's Administration

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Exhibits G-1, G-2, G-3 - Acknowledgment of Confidentiality Agreement(s)

Exhibit H - Jury Service Ordinance

Exhibit I - Safely Surrendered Baby Law

Exhibit J - Attestation Regarding Staffing Ratio

Exhibit K - Attestation Regarding Federally Funded Programs

Exhibit L-M Intentionally Omitted

Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Exhibit O - Charitable Contributions Certification

Exhibit P - Ownership/Controlling Interest Disclosure

Exhibit Q - Information Security and Privacy Requirements for Contracts

Exhibit R - DMH Contractor's Compliance with Information Security Requirements

Exhibit S - Confidentiality Oath for Non-DMH Workforce Members

Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE)

Exhibit U - Attestation Regarding Information Security Requirements

DEPARTMENT OF MENTAL HEALTH
ACUTE PSYCHIATRIC INPATIENT CONTRACT

This CONTRACT is made and entered into this ___ day of _____, 202_, by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor". Contractor is located at_____.

RECITALS

WHEREAS, the County desires to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the California Welfare and Institutions Code Section 14712 et seq., Joint Commission on Accreditation of Health Care Organizations (JCAHCO) accreditation standards or by an approved equivalent agency; and

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

WHEREAS, pursuant to California Welfare and Institutions Code Section 14712 et seq., County is authorized to contract with various providers of Psychiatric Inpatient Hospital Services for Medi-Cal beneficiaries that seek reimbursement for such services under the Medi-Cal Local Mental Health Plan (LMHP) program; and

WHEREAS, Contractor recognizes that this Contract is formed under California Welfare and Institutions Code Section 14712 et seq., and State of California regulations adopted pursuant thereto which authorize County to contract for the provision of Acute Psychiatric Inpatient Hospital Services to Medi-Cal beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program in accordance with the terms and conditions negotiated by County; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal, State and Local Mental Health Plan (LMHP) laws, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: California Welfare and Institutions Code Section 14712 et seq., including, but not limited to, Sections 14713,

14714, 14718 and 14721; Medi-Cal Act, California Welfare and Institutions Code Section 14000 et seq.; California Welfare and Institutions Code Sections 14680, 14681, 14683, and 14684; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; California Penal Code Section 11164 et seq.; California Code of Regulations Title 9, Chapter 11 and Title 22; Medi-Cal Fee-For-Service Inpatient Hospital Provider Manual-Third Edition; State's Medicaid Plan; Agreement between Los Angeles County Department of Mental Health and State of California Department of Health Care Services for the provision of Specialty Mental Health Services; and policies and procedures issued by the LMHP; and

WHEREAS, this Contract is authorized by California Welfare and Institutions Code Section 14712 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, Statement of Work/Service Exhibit(s) and all exhibits attached hereto and incorporated herein by reference for this Contract, as approved in writing by the Director, or designee, including any addenda thereto as approved in writing by the Director, or designee, which are incorporated herein by reference but not attached, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous 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 – Statement of Work/Service Exhibit(s)
1.3 Exhibit B – Acute Psychiatric Inpatient Contract Rates

1.4 Exhibit J – Attestation Regarding Staffing Ratio
1.5 Exhibit U – Attestation Regarding Information Security Requirements

This Contract constitutes the complete and exclusive statement of understanding between the Parties, and supersedes all previous Contracts, written and oral, and all communications between the Parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to 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 C – Definitions - lists words and their definitions as used herein.

3 WORK

3.1 **Work Requirements of the Contractor:** 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 herein and in the Statement of Work/Service Exhibit(s).

3.2 **Non Claimable Services:** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract or in the Statement of Work/Service Exhibit(s), 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 Acute Psychiatric Inpatient services in accordance to the Statement of Work/Service Exhibit(s) for this Contract, as approved in writing by the Director, or designee. 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.

3.4 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, physical disability, mental health condition(s), or medical condition(s) (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 includes, 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, language, gender, age, marital status, sexual orientation, physical disability, mental health condition(s), or medical condition(s).

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

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.

3.8 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 Statement of Work/Service Exhibit(s) for this Contract and as required by WIC and CCR.

3.9 Staff Training and Supervision

3.9.1 Contractor shall institute and maintain a training program in accordance to the Statement of Work/Service Exhibit(s) for this Contract, as approved in writing by the Director or designee.

3.10 Program Supervision, Monitoring and Review

3.10.1 Contractor shall provide Program Supervision, Monitoring, and Review in accordance to the Statement of Work/Service Exhibit(s) for this Contract, as approved in writing by the Director or designee.

3.11 Reports

3.11.1 Contractor shall provide Reports in accordance to the Statement of Work/Service Exhibit(s) for this Contract, as approved in writing by the Director or designee.

4 TERM OF CONTRACT

4.1 <u>TERM</u>:

4.1.1 The term of this Contract shall be effective upon execution and shall continue in full force and effect through June 30, 2026.

4.1.2 The County shall have the sole option to extend this Contract term for up to five(5) additional years, for a maximum total

Contract term of ten (10) years. Such extension options shall be exercised at the sole discretion of the DMH Director or designee as authorized by the Board of Supervisors.

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

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

5 REIMBURSEMENT

5.1 In consideration of services and/or activities provided by Contractor, County shall reimburse Contractor in accordance with the Exhibit A (Statement of Work) and any applicable Service Exhibit.

5.2 It is the Contractor's responsibility to review Exhibit A, Section 9 REIMBURSEMENT – MEDI-CAL and any applicable Service Exhibit to ensure correct billing for the specific services provided.

5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's prior written approval.

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

5.5 Local Small Business Enterprises – Prompt Payment Program

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

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

5.6.1 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 a 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).

5.6.2 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.

5.6.3 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.

5.6.4 At any time during the Contract, 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 DMH 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 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.

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 Contract Monitoring Manager is authorized to include:

6.3.1.1 Meeting with the Director or 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 Contract 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 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 Monitoring Manager or County's Contract Lead 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 badge, which must be visibly displayed on each staff member while providing services under this 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 shall be entitled 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 Agreement", Exhibit G-1.

7.6.6 Contractor shall require all Contractor employees and non-employees; performing services under this Contract to sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibits G-2 and G-3. Such Acknowledgments shall be executed by each such employee and non-employee, 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, funding, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared by DMH and executed by the Contractor and by the DMH Director or designee.

8.1.2 The County's Board of Supervisors (Board) or Chief Executive Officer (CEO) 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 or CEO. To implement such changes, an Amendment to the Contract shall be prepared by DMH and executed by the Contractor and by the DMH Director or designee.

8.1.3 The DMH Director or designee may, at their 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 by DMH and executed by the Contractor and by DMH Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company 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 delegate 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 this 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 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract

correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 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 policy 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 policy 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 ten (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 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 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, Americans with Disability Act (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 shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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, language , age, physical disability, 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 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 Layoffs or On a County 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 Contractor's performance 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 the 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 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 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 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 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 performance standards. 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.

8.16 Intentionally Omitted

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 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic 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 (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

8.19.1 To the extent permitted by applicable law, the Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and any applicable State law, 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, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act and any applicable State law, 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, and 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) have 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 subcontractor 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 of Contracts

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, it's 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 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 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 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of $2 million per occurrence and in the aggregate during the term of the Contract, including coverage for:

network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. 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, language, gender, sexual orientation, age (over 40), marital status, physical disability (including HIV and AIDS), or mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability 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, gender, sexual orientation, language, age (over 40), marital status, physical disability (including HIV and AIDS) or mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran with a disability 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, language, gender, age (over 40), marital status, sexual orientation, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability 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,

language, gender, sexual orientation, age, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a veteran with a disability 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, language, gender, sexual orientation, age, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a veteran with a disability 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 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 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 Contract Lead 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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract and is available on the internet 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, sent first class mail or sent via electronic mail 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 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. Technical corrections.

8.34.2 Such administrative amendment may be executed by the Director under delegated authority from the Board 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 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the Term of this Contract and for a period

of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Contractor acknowledges that the County is a public "local entity" subject to the California Public Records Act, Government Code section 6250 et seq. Any documents submitted by the Contractor and 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. Upon receipt of a Public Records Act request, County will use reasonable efforts to notify Contractor prior to disclosing any sensitive Contractor information provided to County in connection with this Contract. To the extent reasonably practicable, County will give Contractor the opportunity to identify exemptions from disclosure for any Contractor documents included in records responsive to a Public Records Act request. Notwithstanding anything to the contrary contained in this Contract, nothing in this Contract is intended to supersede, modify or diminish in any respect whosoever any of the County's rights, obligations, and defenses under the Public Records Act, nor will the County be held liability for any disclosure of records, including information that the County determines in its sole discretion is a public records subject to disclosures under the Public Records Act.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the Contractor's documents, information, books, records, and/or contents of a proposal, 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 Paragraph 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 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 Statement of Work/Service Exhibit(s) and shall adequately document the delivery of all services described in the Statement of Work/Service Exhibit(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 the date the service was rendered;

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

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

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; or

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

8.38.4.5.3 Patient/client financial folders must include a patient/client ledger card indicating the type of services provided and the amount of charges incurred for services received and the payments by source and service type.

8.38.4.5.4 Patient/client financial folder shall include the patient/client's 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 and Director of DHCS 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 DHCS Access to Records: Contractor agrees that for a period of 10 years following the furnishing of services under this Contract, ten (10) 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 USC 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, ten (10) 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. Contractor cannot subcontract with other entities (e.g., Legal Entity and Organizational Providers) for Medi-Cal services.

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 draft copy of the proposed subcontract, which, 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 of Contracts

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

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

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

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

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, 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 2.202.

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 any subcontractor(s) 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 Elections Code 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 8.51 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 Contractor or a 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.

8.57 Prohibition from Participation in Future Solicitation(s)

Proposers, contractors, subsidiaries, or subcontractors are prohibited from submitting a bid or proposal in a County solicitation if they have provided advice or consultation for the solicitation. A proposer, contractor, subsidiary, or subcontractor is also prohibited from submitting a bid or proposal in a County solicitation if the proposer, contractor, subsidiary, or subcontractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the contractor, proposer, subsidiary, or subcontractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

8.57.1 Board of Supervisors Policy 5.090-Contractor Independence, establishes procedures precluding firms or

persons that assisted the County in developing a solicitation document, from subsequently being involved in the bidding process on that solicitation.

8.57.2 The policy states that "The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm [collectively "firm"] from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s)" and can be found at the following link:

https://library.municode.com/ca/la_county_bos/codes/board_policy

8.57.3 No contractor, subsidiary, subcontractor, or proposer that assisted in the development of solicitation document(s) shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the contractor, proposer, subsidiary, or subcontractor under this Contract. As this prohibition applies to subcontractors of the Contractor, the Contractor shall notify any subcontractors providing services under this Contract of this prohibition before they commence work. Any response to a solicitation submitted by the contractor, proposer, subsidiary, or subcontractor to the Contractor in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Contract.

8.57.4 The policy is not applicable to a proposer, contractor, subsidiary, or subcontractor that has participated in a County released Request for Information process.

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), and applicable State law. Contractor understands and agrees that, as a provider of mental health services, it is a *"Covered Entity"* under HIPAA HITECH and, as such, has obligations under federal and State laws 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 HITECH and applicable State laws.

9.2.2 The parties acknowledge their separate and independent obligations with respect to HIPAA HITECH and applicable State laws, 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 HITECH and applicable State laws 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 HITECH and applicable State laws 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 compliance under HIPAA HITECH and applicable State laws compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA and HITECH and applicable State laws and implementing regulations related to transactions and code sets, privacy, and security.

9.2.4 Contractor further agrees that, should it fail to comply with its obligations under HIPAA HITECH and applicable State laws, it shall indemnify and hold harmless the County (including its Special Districts, elected and appointed officers, employees, and agents), for damages to the County that are attributable to Contractor's 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 https://dmh.lacounty.gov/qa/qama/ 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 https://dmh.lacounty.gov/pc/cp/iefsaf/ and https://dmh.lacounty.gov/pc/cp/ti/ which include 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 where 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.

The following is a general schedule for the implementation of a newly defined interface based on the effort required to develop and test:

(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.

The following is a general schedule for the implementation of a modified interface based on the effort required to develop and test:

(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 https://dmh.lacounty.gov/pc/cp/iefsaf/ and https://dmh.lacounty.gov/pc/cp/ti/ which include the Contractor's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Contractor to the IBHIS.

9.2.6 Contractor understands that County operates an informational website https://dmh.lacounty.gov/our-services/consumer-and-family-affairs/privacy/ 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 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.

9.2.9 County and Contractor further understand and agree that mutual cooperation in the collection and reporting of MU Program measures may be required in cases in which both County and Contractor have employed or contracted the professional medical services of the same eligible professional during any calendar year in which the MU Program is in effect. In such cases, the requesting party shall deliver to the receiving party a letter on agency letterhead indicating the specific information requested, the format in which the information is to be delivered to the requesting party, and the required date of delivery of the information requested. The receiving party shall have 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. County Policy 5.200 "Contractor Protection of Electronic County Information" provides specific details and can be accessed at the following link:

https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRELCOIN. The policy 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 exists 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 sign Exhibit U (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" and acknowledge that it is the responsibility of the Contractor to access the following link: https://dmh.lacounty.gov/contract-exhibits for Information Security documents **annually and/or upon notification by DMH of updated Information Security documents.** Contractor must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the security and privacy standards set forth in Exhibit Q, Information Security and Privacy Requirements for Contracts and submit required Exhibit R, DMH Contractor's Compliance with Information Security Requirements Exhibit annually. Security and privacy 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 must ensure that prior to access, its workforce members, including subcontractors, that create, receive, maintain, or transmit Protected Health Information, acknowledge and sign, Exhibit S - "Confidentiality Oath (Non-DMH Workforce Members)". In addition, Contractor shall submit Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE) annually. Contractor must access the following link: https://dmh.lacounty.gov/contract-exhibits for Information Security documents **annually and/or upon notification by DMH of updated Information Security document as stated in Exhibit U (Attestation Regarding Information Security Requirements).** Contractor must maintain and make available upon request by representatives

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:

https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_NGARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf

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 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 Electronic Signature Certification immediately upon implementation. The Electronic Signature Certification to be used by Contractor is found at:

https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_NGARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf

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 Contractor 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 receiving or raising 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) that have maintained, processed, or stored County of Los Angeles 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:

https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

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 of data destruction, a signed document from Contractor 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.

Contractor 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. Contractor 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 Local Small Business Enterprise (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 (10) percent of the amount of the Contract; and

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State 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 Social Enterprise (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 (10) percent of the amount of the Contract; and

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

The above penalties shall also apply to any 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 Disabled Veteran Business Enterprise (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 (10) percent of the amount of the Contract; and

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

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 contract and/or any subcontract 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 USC Section 1857(h)], section 508 of the Clean Water Act (33 USC Section 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 USC Section 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 USC Section 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, or designee 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 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 USC 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 five percent or More Ownership Interest: Pursuant to 42 CFR section 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 five (5) percent 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 five (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 section 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 section 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 USC 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, or designee, in writing.

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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 County's Director of Mental Health or designee thereof, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Emily D. Issa
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

ACUTE PSYCHIATRIC INPATIENT SERVICES

FOR THE FOLLOWING SERVICES, AS APPLICABLE

☐ Psychiatric Diversion Programs & Institutions for Mental Disease (IMD) Exclusion Population Services (Service Exhibit I)

☐ Behavioral Health & Physical Health (Service Exhibit II)

STATEMENT OF WORK
ACUTE PSYCHIATRIC INPATIENT SERVICES

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STATEMENT OF WORK (SOW)
ACUTE PSYCHIATRIC INPATIENT SERVICES

1.0 SCOPE OF WORK

1.1 CLIENTS TO BE SERVED BASED ON LICENSURE TYPE

1.1.1 **General Acute Care Hospitals (GACH)** - Medi-Cal clients of all ages.

1.1.2 **Acute Psychiatric Hospitals (APH)** - Medi-Cal clients 21 years of age or younger and those 65 years or older.

1.2 STATE DEPARTMENT OF HEALTH CARE SERVICES (DHCS) FISCAL INTERMEDIARY shall reimburse for Acute Psychiatric Inpatient Services provided at appropriately licensed facilities as follows:

1.2.1 **GACH:** for all Medi-Cal clients regardless of age.

1.2.2 **APH:** for Medi-Cal clients 21 years of age and younger and adults 65 years or older.

Contractor shall submit reimbursement claim for Medi-Cal clients through the State Department of Health Care Services (DHCS) Fiscal Intermediary for the appropriate ages and facility license.

1.3 ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

1.3.1 Contractor shall admit and provide Acute Psychiatric Inpatient Services to ALL clients that are referred by the Los Angeles County Department of Mental Health (LACDMH). Contractor acknowledges that LACDMH will pre-screen clients as clinically appropriate for Acute Psychiatric Inpatient Hospital level of care according to generally accepted standards. In addition to accepting clients from LACDMH, Contractor may admit clients from other community resources (law enforcement, community clinics/clinicians, etc). Contractor shall provide services to Medi-Cal clients for appropriate age groups based on licensure and type of services being provided who/whose:

1.3.1.1 Are in need of and meet criteria for Acute Psychiatric Inpatient Hospital Services as described in California Code of Regulations (CCR) Title 9 Section 1820.205.

1.3.1.2 Provider has verified eligibility for Medi-Cal in accordance with CCR Title 22.

1.3.2 The **duration** of any Acute days shall not exceed the fewest number of those days:

1.3.2.1 Necessary to ensure that the client is not a danger to self or others or gravely disabled due to a mental disability; or

1.3.2.2 When it is unsafe or inappropriate to treat the client at a non-acute lower level of care; or

1.3.2.3 Authorized by the DMH Director or designee.

1.3.3 **Acute Day Rate (ADR) covers the following:**

a) Routine hospital services (i.e., bed, board and all medical, nursing and other support services usually provided to an inpatient by a hospital, CCR, Title 9, Section 1810.244);
b) Hospital-based ancillary services (i.e., services, which include but are not limited to prescription drugs, laboratory services, x-ray, electroconvulsive therapy (ECT) and magnetic resonance imaging (MRI), that are received by a client admitted to a hospital, other than routine hospital services, CCR, Title 9, Section 1810.220);
c) Medical ancillaries; and
d) Medication.

1.3.4 **ADR does not cover:**

ADR shall not include the cost of physician services and psychologist services rendered to Beneficiaries, nor shall it include the cost of transportation services incurred in providing Acute Psychiatric Inpatient Hospital Services. The cost of physician services, psychologist services, and transportation services shall not be reimbursed by the ADR. Said Providers will claim reimbursement for these services separately.

1.4 ADMINISTRATIVE DAY SERVICES OVERVIEW:

Administrative Day Services are psychiatric inpatient hospital services provided to a client who has been admitted to the hospital for acute psychiatric inpatient hospital services, and the client's stay at the hospital must be continued beyond the client's need for Acute Psychiatric Inpatient Services due to a temporary lack of residential placement options at non-acute residential treatment facilities that meet the needs of the client according to CCR Title 9 section 1810.202 and Welfare and Institutions Code (WIC) Section 14680.

The duration of any Administrative Day Services is **reimbursable** at the rate established by the State DHCS. The duration of any administrative days shall not exceed those days necessary to obtain placement options at appropriate residential treatment facilities or with intensive community services. The Contractor shall document placement contacts and shall provide Administrative Day Services to those clients who/whose:

1.4.1 Have been provided Acute Psychiatric Inpatient Services and are ready for non-acute psychiatric services; and

1.4.3 Eligibility for Medi-Cal has been verified by the Provider in accordance with CCR Title 22

2.0 PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

Acute Psychiatric Inpatient Services consist of 24 hours a day intensive services in a facility which is licensed and certified as an APH or GACH. These facilities also provide psychiatric treatment with the specific intent to ameliorate the symptoms of danger to self, others, or the inability to provide for food, clothing and shelter due to a mental disability as determined by qualified mental

health professional staff of the facility.

Contractor shall provide Acute Psychiatric Inpatient Services to any client in need of such services as authorized by the Contract and shall assume total liability and responsibility for the provision of all Acute Psychiatric Inpatient Services rendered to any such client, either directly or through subcontractors as permitted under the Contract. Contractor shall inform LACDMH of every client admitted to the emergency department and/or inpatient unit on an involuntary hold (pursuant to WIC sections 5150 or 5585) and the follow up plan, including patient name, patient date of birth, patient phone number, date of admission, and disposition. Provided Contractor has capacity, Contractor shall accept all clients who meet the criteria for acute psychiatric hospitalization, and will provide a report on demand in a timely manner of clients denied access or referred elsewhere.

Contractor shall, at its own expense, provide and maintain all facilities and professional, allied and supportive paramedical personnel necessary and appropriate to provide all Acute Psychiatric Inpatient Hospital Services.

Contractor shall, at its own expense, provide and maintain all organizational and administrative capabilities to carry out all of its obligations and responsibilities under the Contract and all applicable statutes and regulations.

Contractor shall, at its own expense, inform LACDMH of all clients' admissions and discharges within 24 hours. (CCR, Title 9, Ch. 11, 1820.225 (d)(1).

2.1 ACUTE PSYCHIATRIC INPATIENT SERVICES SHALL INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

2.1.1 24 hours a day, seven (7) days a week, 365 days a year (24/7/365) mental health admission, evaluation, referral, and evidence-based psychiatric and psychopharmacological treatment services, and all necessary mental health treatment and care required for the entire period the individual is in the facility under the Lanterman Petris Short Act (LPS) Act. (WIC Section 5000 et seq.);

2.1.2 Services provided in conformance to all provisions in WIC Division 5 - Community Mental Health Services, and accompanying regulations, DHCS Information Notices, and LACDMH policies regarding treatment, evaluations, patients' rights, and due process;

2.1.3 Safe and clean living environment with adequate lighting, clean toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding;

2.1.4 Three balanced and complete meals each day;

2.1.5 24 hour supervision of all clients by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

2.1.6 Physical examination and medical history within 24 hours of admission;

2.1.7 Psychiatric evaluation;

2.1.8 Psycho-social evaluation;

2.1.9 Laboratory services when medically indicated;

2.1.10 X-Rays;

2.1.11 Electrocardiograms (EKG) and electroencephalograms (EEG);

2.1.12 Medication supervision and/or maintenance program, including medication-assisted treatment for alcohol use disorders and opiate use disorders for persons with those disorders;

2.1.13 Support to psychiatric treatment services, including, but not limited to, daily patient review;

2.1.14 Support to psychological services;

2.1.15 Social work services;

2.1.16 Nursing services;

2.1.17 Recreational therapy services;

2.1.18 Occupational therapy services;

2.1.19 Electroconvulsive therapy services when appropriate in accordance with WIC Section 5326.7 et seq.;

2.1.20 Substance Use Disorder Treatment Services when they are necessary for successful treatment and recovery from mental illness;

2.1.21 Coordination or management of health care and related services by one or more health care providers including coordination or management of health care with third party health care providers, referral of a patient for health care from one health care provider to another and consultation between health care providers. Related services include social, rehabilitative, or other services that are associated with the provision of the health care. Authorization from the client is not necessary to disclose protected health information for treatment and coordination of care purposes per 45 CFR 164.501.

2.1.22 Management of transitions of care including prompt response to referrals, contacting previous outpatient providers within 24 hours of admission, direct contact and communication with anticipated outpatient providers at least 24 hours prior to discharge except when the admission is for less than 48 hours. Provision of admission assessments, current medication list and aftercare plan to outpatient providers at the time of discharge. Provision of discharge summary to outpatient providers within seven days of discharge.

2.1.23 Compliance with all Seclusion and Restraints statutes and regulations as well as self-monitoring and analysis of Contractor trends in the utilization of seclusion and restraint;

2.1.24 Recommendation for further treatment, conservatorship, or referral to other existing programs, as appropriate (i.e., day care, outpatient, etc.), relative to client needs,

using the LACDMH form titled, AFTERCARE/DISCHARGE PLAN AND RECOMMENDATIONS;

2.1.25 Honoring the preference of the client and/or the conservator, legal guardian, or parent of a minor, for the type and location of the desired treatment facility if administratively feasible and clinically appropriate;

2.1.26 Substantial consideration of the proximity of the designated facility to the client's own community, family and support system. Alternatives to taking a client to a more distant facility should be considered and documented on the off-site assessment form; and

2.1.27 Contractor shall, as required by the DHCS, provide upon admission the following LACDMH Notices regarding Therapeutic Behavioral Services (TBS) and general Early Periodic Screening Diagnosis and Treatment (EPDST) informational notice that pertain to all children qualified as Medi-Cal clients under the age of 21 and admitted with an emergency psychiatric condition. These Notices shall be provided to the client's representative and/or adult responsible for the child as well as the child being treated by the Contractor. Contractor shall document in the client record that these notifications were provided to all persons concurrently.

2.1.28 Notwithstanding any other provision of the Contract, except as specifically approved in writing by the DMH Director or designee, Contractor shall assure that at no time: (1) any child or adolescent under the age of 18 years receive any Acute Psychiatric Inpatient Services in a ward or unit designated for adults receiving Acute Psychiatric Inpatient Hospital Services; and (2) any adult receive any Acute Psychiatric Inpatient Services in a ward or unit designated for children or adolescents under the age of 18 years receiving Acute Psychiatric Inpatient Hospital Services.

2.2 SERVICE LOCATION(S)

Except as authorized by County pursuant to Paragraph 8.40 of the Contract (Subcontracting), Contractor shall provide all Psychiatric Inpatient Hospital Services at the following Contractor facility(ies): ADD SERVICE PROVISION ADDRESS(ES). Contractor shall obtain the prior written consent of the DMH Director or designee at least 70 days before terminating services at any such location(s) and/or before commencing such services at any other location(s).

2.3 PSYCHIATRIC EMERGENCY RESPONSE

Contractor shall not maintain, utilize, or otherwise arrange for mobile 5150 assessment personnel or processes outside the confines of the Contractor's facility without the written consent of the DMH Director or designee.

2.4 NOTIFICATION OF EVALUATION AND/OR ADMISSION

2.4.1 Contractor shall request information from, and must involve, mental health care entities providing services to the client in order to support continuity of care.

2.4.2 If the Client is receiving care from LACDMH, Contractor's evaluating professional staff must first attempt to obtain information regarding treatment from LACDMH's

most recent service provider(s) as indicated in LACDMH's Integrated Behavioral Health Information System (IBHIS), or from the Client, or significant other. If such information cannot be obtained from the IBHIS Service History screen, Client, or significant other, then the evaluating professional staff shall contact the ACCESS Center (1-800-854-7771) to request information regarding the LACDMH designated Agency of Primary Responsibility (APR).

2.4.3 Contractor shall notify and coordinate care with the LACDMH designated APR regarding all Medi-Cal acute emergency room and psychiatric inpatient admissions in conformance with LACDMH policies and procedures (https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=app.main&msg=) relative to admission, inpatient care planning, discharge and follow-up related to the status of the clients placed on LPS involuntary holds or as identified on the Data Collections and Information System Client Identification Screen. For clients identified as Intensive Services Recipients (ISR), the Contractor shall participate in Service Area planning meetings (e.g. Impact Unit meetings) to coordinate and improve the coordination of care for this population. If the client has been pre-assigned to a specific hospital, Contractor will transfer the client as directed by the LACDMH designated APR, unless transfer is deemed to seriously compromise the safety of the client or the community.

2.4.4 Contractor will notify the Office of the Public Guardian of the admission of any publicly conserved individuals. In the event individuals are not publicly conserved, Contractor shall, as deemed necessary by the Contractor, evaluate individuals regarding their need for conservatorship and shall pursue conservatorship for qualifying individuals. Contractor shall notify the Office of the Public Guardian in a timely manner of any individual with a need to be conserved (e.g. no later than the 10th day of a 14-day hold). Contractor is responsible for transporting inpatient-conserved individuals to and from conservatorship hearings.

2.5 CLIENT TREATMENT PLAN

2.5.1 A client plan shall be developed in accordance with requirements set forth in 42 CFR 456.180-181 and CCR, Title 9, CH 11, 1810.440. Contractor shall include documentation of each client's participation in their treatment plans.

2.5.2 When the client's signature or the signature of the client's legal representative is required on the client plan and the client refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.

2.6 EMERGENCY MEDICAL TREATMENT

2.6.1 Clients provided services hereunder and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care shall not be charge to, nor be reimbursable by County, under the Contract. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency.

2.6.2 Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023. Such plan and procedures shall

be submitted to the LACDMH's Disaster Coordinator, Emergency Outreach and Triage Division at least ten (10) days prior to the commencement of services under the Contract.

2.7 AFTERCARE / DISCHARGE PLAN AND PROCEDURES

Contractor shall ensure that clients have a discharge plan. The LACDMH designated staff APR will participate in the development of the discharge plan. Contractor shall contact the client's prior outpatient treatment providers within 24 hours of admission and solicit their input in treatment and discharge planning. Reasonable efforts shall be made to ensure that all clients have appropriate housing or residence upon discharge. This plan will include a specific appointment or time at which clients are expected to appear at an outpatient site. If the client has either a private conservator or the Public Guardian as temporary conservator or permanent conservator, the hospital must involve the conservator in the discharge process, give prior notice before discharge and obtain, or document efforts to obtain, the conservator's approval prior to discharge. The Contractor shall provide the aftercare/discharge plan including a list of current medications to all healthcare providers from whom the patient will receive care, at least 24 hours prior to discharge. The Contractor shall provide the final discharge summary to all healthcare providers that the discharge plan contemplates the patient receiving care from no later than seven days following discharge. Authorization from the client is not necessary to disclose personal health information for the above activities per 45 CFR 164.501.

If a client requires continuous care and treatment, Contractor shall ensure that, upon discharge, the client(s) receive appropriate referrals to community agencies and suitable placement, as evidenced by documentation in the Discharge and Aftercare Plan stipulating the following:

2.7.1 Clients will only be placed in licensed facilities;

2.7.2 Contractor shall implement and administer procedures for ensuring that all referrals for continued care and treatment are to community placements which are clean, safe, and supervised environments; and

2.7.3 If Contractor serves older adults, Contractor will adhere to the following recommendations developed by the LACDMH: "Older Adults." https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=print.preview&docID=3454

In addition, Contractor is required to ensure the following:

2.7.4 Maintenance of a daily attendance log and appropriate documentation of each day of service provided hereunder in accordance with State regulatory medical necessity reimbursement requirements (Title 9, Chapter 11).

2.7.5 Submission of a formal written aftercare plan to the DMH Director or designee, at the time of discharge of the client.

2.7.6 Subsequent to discharge of a Medi-Cal client, submission of a formal written aftercare plan to the appropriate area LACDMH program agency responsible for coordinating care for the Medi-Cal client being discharged. A copy of the aftercare

plan shall be attached to the Contractor's completed documentation or Treatment Authorization Request (TAR) form that is submitted to the LACDMH upon discharge of the client from the Contractor's facility.

2.8 CARE COORDINATION AND CONTINUITY OF CARE

Contractor shall work with LACDMH on client's care coordination to:

2.8.1 Support efficient transitions of care and to enhance client's engagement in services by:

a) Contacting the client's prior outpatient treatment providers within 24 hours of admission to obtain input on treatment and discharge planning;
b) Contacting and direct discharge planning with anticipated outpatient treatment providers following discharge at least 24 hours prior to discharge, including provision of the discharge/aftercare plan and list of current medications; and
c) Providing the complete discharge summary to outpatient providers no later than seven days following discharge.

2.8.2 Proactively identify and mitigate emerging periods in which a client may require more supports;

2.8.3 Provide intensive interventions to maintain client's stability;

2.8.4 Determine high risk, and/or high utilizers/high cost clients of services occupying inpatient and residential care settings; and

2.8.5 Assist the clients to achieve recovery goals.

Criteria for Medical Admission and/or Transfer:

2.8.6 Contractor shall work with referring institutions to complete efficient transitions of care as referenced above. This includes admitting clients who meet criteria for acute psychiatric hospitalization and are medically cleared.

2.8.7 The criteria for medical clearance are in Attachment I (Medical Clearance Form).

2.8.8 Contractor shall work with receiving institutions to complete efficient transitions of care as referenced below. This includes providing aftercare instructions and appointments.

a) Contractor acknowledges that patients that are transferred or discharged without adequate medical clearance and follow-up plan for their co-morbid medical conditions may be subject to re-admission.
b) Disputes regarding whether a patient is appropriate for admission or transfer related to their medical condition shall be resolved via a doctor to doctor consultation.

2.9 CONTRACTOR'S OBLIGATION TO RE-HOSPITALIZATION RATE

Consistent with the national average, Contractor's target goal shall be to have no more than a 20% average same site 30-day re-hospitalization rate.

2.10 CONTRACTOR'S OBLIGATION TO AFTERCARE PLAN

In order to ensure appropriate discharge planning, each hospital must document in 100% of the client's charts and submit to LACDMH by the discharge date as part of the authorization process that Contractor has contacted the next level of care to coordinate care. Contractor shall contact the next level of care, and document in the client's chart the date of the contact, and name and phone number of the person with whom they have spoken. Contractor shall document a date that the patient will be seen for start of services (within seven (7) days of discharge, as required), and confirm the next level of care.

Aftercare planning shall occur with the client's knowledge and consent. If the client refuses aftercare planning, a refusal form shall be signed by client and placed in the record.

2.11 CONTRACTOR'S OBLIGATION IN AFTERCARE PLAN TO DOCUMENT MEDICATION

In the discharge summary, Contractor shall document:

2.11.1 A list of medications prescribed for the patient that is being discharged; and

2.11.2 That the hospital has given the patient a 30-day supply of the required psychotropic medication(s), or that the hospital has provided a prescription and the resource for the patient to access the medication(s) to include the name of pharmacy and the means or resource, such as:

a. Mode of transportation by which the patient will get to the pharmacy, or
b. Home delivery.

2.12 EMERGENCY MEDICAL TREATMENT AND LABOR ACT (EMTALA)

Contractor shall meet the Emergency Medical Treatment and Labor Act (EMTALA) statute codified at Section 1867 of the Social Security Act, the accompanying regulations in 42 CFR 489.24 and the related requirements at 42 CFR 489.20(1)(m),(q), and (r). EMTALA requires hospitals with emergency departments (ED) to provide a medical screening examination to any individual who comes to the ED and requests such an examination, and prohibits hospitals with EDs from refusing to examine or treat individuals with an emergency medical condition. If a complaint investigation indicates that a hospital violated one or more of the anti-dumping provisions of EMTALA, a hospital shall be subject to termination of its provider Contract. Contractor shall maintain a central log of individuals who come to the dedicated ED seeking treatment and indicate whether these individuals: refused treatment; were denied treatment; were treated, admitted, stabilized, and/or transferred; or were discharged.

2.13 NETWORK FLOW

Contractor shall actively participate in LACDMH programs to increase hospital admissions from Psychiatric Emergency Services (PES), Urgent Care Centers (UCC), the Mental Evaluation Team/System wide Mental Assessment Response Team (Met/Smart) and the Psychiatric Mobile Response Teams (PMRT) to improve network flow.

2.14 NOTICE OF ACTION AND STATE FAIR HEARING PROCESS

Pursuant to the 42 CFR 438 Final Rule, LACDMH shall give a client and the Contractor a written Notice of Action for Benefit Determination whenever denied reimbursement for a planned admission or whenever continued stay services are reduced or terminated by LACDMH while the client remains in Contractor's facility.

The procedures and requirements for State Fair Hearing Process shall be the same as CCR Title 22, Sections 50951, 50953 and 51014.1 and shall be in accordance with LACDMH's Quality Management Plan.

2.15 NOTIFICATION OF UNUSUAL OCCURRENCES

Contractor shall immediately, or within 24 hours, notify the DMH Director or designee of any of the following occurrences:

2.15.1 An epidemic outbreak;

2.15.2 Any suicide or suicide attempt; or

2.15.3 If any client served under the Contract:

a) Sustains injury, serious illness, or physical problems resulting in hospitalization;
b) Sustains an injury, which shall include, but not be limited to sexual assault/abuse, use of deadly weapons, fire, or other acts of violence; and
c) Leaves the facility against advice or is missing.

2.16 NOTIFICATION OF DEATH

Contractor shall immediately notify the LACDMH designated APR as identified in the Data Collections and Information System, upon becoming aware of the death of any client provided services hereunder. Contractor shall make notice immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the deceased's Data Collections and Information System identification number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

2.17 TEMPORARY ABSENCES OF CLIENTS FROM CONTRACTOR'S FACILITY FOR MEDICAL OR SURGICAL HEALTH NEEDS

Contractor shall not be reimbursed for temporary absence(s) of a client from Contractor's facility(ies) for medical and/or surgical health reason(s).

The purpose and plan of each temporary medical and/or surgical absence, including, but not limited to, specified leave and return dates, shall be incorporated in progress notes in the client's case record.

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 shall not be limited to the following:

3.1 CONCURRENT AUTHORIZATION

Contractor shall meet LACDMH's policies and procedures on authorization of services. Contractor acknowledges that the County is in the process of transitioning from retrospective authorization to concurrent authorization. Contractor shall comply with all policies and procedures of providing documentation necessary for LACDMH to authorize the services. The exchange of client information, including PHI, between LACDMH and contract providers shall be via IBHIS Provider Connect or other available LACDMH approved options. Documentation exchanged may include but are not limited to clinical, demographic, administrative, financial eligibility, and/or other information requested by LACDMH.

3.2 ACUTE DAY AUTHORIZATION CRITERIA:

3.2.1 For Medi-Cal reimbursement of Acute Psychiatric Inpatient Hospital Services, the client must meet medical necessity criteria set forth in CCR Title 9, section 1820.205. The client must meet the following medical necessity criteria for admission to a hospital for psychiatric hospital services:

a) Have an included diagnosis, including substance use disorder diagnoses, as applicable;
b) Cannot be safely or more effectively treated at a lower level of care, except that a client who can be safely treated with crisis residential treatment services or psychiatric health facility services for an acute psychiatric episode shall be considered to have met this criterion; and
c) Requires psychiatric inpatient hospital service and as the result of a mental disorder, due to one of the following:

- Has symptoms or behavior due to a mental disorder that (one of the following):

  - Represent a current danger to self or others, or significant property destruction.
  - Prevent the client from providing for, or utilizing, food, clothing, or shelter.
  - Present a severe risk to the client's physical health.
  - Represent a recent, significant deterioration in ability to function.

  OR

- Require admission for one of the following:

  - Further psychiatric evaluation.
  - Medication treatment.
  - Other treatment that can be reasonably provided only if the client is hospitalized.
  - Need for medical evaluation or treatment that can only be provided and is effective if the beneficiary is admitted to the hospital.

3.2.2 The medical necessity criteria are applicable regardless of the legal status (voluntary or involuntary) of the client.

3.2.3 Continued stay services in a hospital shall be reimbursed when a client experiences one of the following:

a) Continued presence of indications that meet the medical necessity criteria;
b) Serious adverse reaction to medications, procedures or therapies requiring continued hospitalization;
c) More than two readmissions in less than 30 days within the previous 12 month period unless either the person's condition or discharge plan is substantially different for the current admission relative to prior admissions;
d) Presence of new indications that meet medical necessity criteria; OR
e) Need for continued medical evaluation or treatment that will be more effective if the client remains in the hospital.

3.3 ADMINISTRATIVE DAYS AUTHORIZATION CRITERIA:

3.3.1 Contractor may claim for administrative day services if a client no longer meets medical necessity criteria for acute psychiatric hospital services but has not yet been accepted for placement at a non-acute residential treatment facility in a reasonable geographic area. In order to conduct concurrent review and authorization for administrative day service claims, LACDMH shall review that the Contractor has documented having made at least one contact to a non-acute residential treatment facility per day (except weekends and holidays), starting with the day the client is placed on administrative day status. Once five contacts have been made and documented, any remaining days within the seven-consecutive-day period from the day the client is placed on administrative day status can be authorized. Contractor may make more than one contact on any given day within the seven-consecutive-day period; however, the Contractor will not receive authorization for the days in which a contact has not been made until and unless all five required contacts are completed and documented. Once the five-contact requirement is met, any remaining days within the seven-day period can be authorized without further contacts having been made and documented.

3.3.2 LACDMH may waive the requirements of five contacts per week if there are fewer than five appropriate, non-acute residential treatment facilities available as placement options for the client. The lack of appropriate, non-acute treatment facilities and the contacts made at appropriate facilities shall be documented to include the status of the placement, date of the contact, and the signature of the person making the contact.

3.3.3 Examples of appropriate placement status options include, but may not be limited to, the following:

a) The beneficiary's information packet is under review;
b) An interview with the beneficiary has been scheduled for [date];
c) No bed available at the non-acute treatment facility;
d) The beneficiary has been put on a wait list;
e) The beneficiary has been accepted and will be discharged to a facility on [date

of discharge]

f) The patient has been rejected from a facility due to [reason]; and/or

g) A conservator deems the facility to be inappropriate for placement.

3.3.4 Administrative Day Services can also be authorized if the Contractor follows the LACDMH waiver procedure in accordance with the Provider Alert published at https://dmh.lacounty.gov/pc/cp/ffs1/ and any addenda.

3.4 RETROSPECTIVE AUTHORIZATION REQUIREMENTS FOR ACUTE AND ADMINISTRATIVE DAYS:

Contractor may request retrospective authorization under the following limited circumstances:

3.4.1 Retroactive Medi-Cal eligibility determination;

3.4.2 Inaccuracies in the Medi-Cal Eligibility Data System;

3.4.3 Authorization of services for clients with Other Health Care coverage pending evidence of billing, including dual-eligible client; and/or

3.4.4 Client's failure to identify payer (e.g., for psychiatric inpatient hospital services).

3.5 METHOD OF MONITORING TO ENSURE THAT CONTRACT REQUIREMENTS ARE BEING MET:

3.5.1 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 42 CFR 456.150 through 456.245, 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 State DHCS Standard Contract with LACDMH. A copy of Contractor's quality control system plan shall be available to LACDMH's Intensive Care Division for review and written approval prior to Contractor's submission of any claims for services hereunder.

3.5.2 In conformance with these provisions, Contractor shall establish: (1) A multidisciplinary peer review of the quality of client care; (2) Monitoring of medication regimens of clients; (3) A continuous quality improvement process to minimize incidences of aggression directed towards clients and others.

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

3.5.4 The Contractor shall cooperate with County Quality Improvement activities to improve the quality of care and services and each client's experience. Cooperation includes collection and evaluation of the data and participation in DMH's Quality Improvement programs.

3.5.5 LACDMH will evaluate the Contractor's level of performance under the Contract no less than annually. If the Contractor's performance does not meet the performance

standards, then the County may terminate the Contract or invoke other remedies in the Contract.

3.5.6 Contractor shall make regular inspections, identify problems, and take corrective actions, as applicable with federal, State and County policy and procedure according to licensure and certification. Upon request, Contractor shall provide to County 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.

3.6 WRITTEN QUESTIONNAIRE

3.6.1 Contractor shall provide a written questionnaire to certain clients at the time of admission in accordance with LACDMH policies and procedures. The questionnaire shall be approved by State DHCS and offer the client the opportunity to evaluate the care given. The questionnaire shall be collected at the time of discharge and maintained in Contractor's file for at least four years and shall be made available to authorized agents of County, State and/or federal government.

3.7 PERFORMANCE STANDARDS AND OUTCOME MEASURES

3.7.1 The Contractor shall comply with all applicable federal, State, and County policies and procedures and their applicable performance standards.

3.7.2 Contractor must abide by the conditions set forth in the Contract, Provider Manual, Provider Alerts, LACDMH Bulletins, Provider Connect User Manual, and policies located at https://dmh.lacounty.gov/pc/cp/ffs1/.

3.8 BENEFICIARY PROBLEM RESOLUTION PROCESSES

Contractor shall comply and cooperate with the procedures and requirements for client problem resolution process as described in CCR, Title 9, Chapter 11, Sections 1850.205 through 1850.215.

3.9 NETWORK PROVIDER CREDENTIALING AND CONTRACT

Contractor shall ensure the attending providers (i.e., psychiatrist and psychologist) are credentialed and contracted as fee-for-service network providers with LACDMH (42 CFR 438.214 and State DHCS MHSUDS Information Notice #:18-019).

4.0 QUALITY ASSURANCE PLAN

Contractor shall comply and cooperate with all applicable provisions of WIC, CCR, Code of Federal Regulations, DHCS policies and procedures, and LACDMH Quality Improvement and Quality Assurance policies and procedures, to establish and maintain a complete and integrated quality management system.

A copy of Contractor's quality improvement system plan shall be available to LACDMH for review and written approval prior to Contractor's submission of any claims for services hereunder.

LACDMH will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 CONTRACTOR'S OBLIGATION TO ATTEND/PARTICIPATE IN MEETINGS

4.1.1 Contractor's appropriately qualified clinical staff shall regularly attend and participate in all meetings LACDMH determines relevant to the provision of services, including discharge planning meetings/activities involving the Los Angeles County Departments of Children and Family Services and Probation.

4.1.2 Contractor's staff representing the facility, and specifically the Acute Psychiatric Inpatient program, shall work collaboratively with Geographic/Service Area Managers to develop a partnership for the purpose of improving continuity and quality of care for clients. Such collaboration shall include attendance at Service Area Impact Unit meetings and Service Area Quality Improvement Committee meetings.

4.1.3 Contractor shall provide weekly meetings for hospitalized clients to discuss the treatment plan, interventions, progress toward goals, and suggested modifications of same. To ensure coordination of care, Contractor shall include the LACDMH designated APR for intensive case management clients (e.g. ACT ISRs, and AB 2034) in weekly treatment planning meetings.

4.2 CONTRACT DISCREPANCY REPORT (SOW – ATTACHMENT III)

4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor by the County's 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.

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

4.2.3 Contractor will further be required to correct the deficiency within 15 calendar days following service of the notice of deficiency, unless County determines that the deficiency cannot be completely corrected within 15 calendar days. If the date for correcting the deficiency is more than 15 calendar days following the service of the notice of deficiency, Contractor will work with County to develop a plan that identifies corrective action beginning and completion dates. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

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 shall not unreasonably interfere with the Contractor's performance.

4.4 PROGRAM SUPERVISION, MONITORING AND REVIEW

4.4.1 The DMH Director or designee shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, as well as the criteria for determining the persons to be served within the acute inpatient setting.

4.4.2 To assure compliance with the 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 shall have the right to enter Contractor's premises (including all other places where duties under the 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.

a) The representatives and designees of such agencies shall be permitted to examine, audit, and copy such records at the site at which they are located.
b) 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.
c) Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or federal representatives and designees within 10 working days for monitoring purposes.

4.4.3 Utilization Review: DMH will implement utilization review at least every three (3) days and up to daily, including implementing a standardized decision support tool, InterQual. Authorization and certification of continued stay shall include a review of the client's concrete progress towards their treatment goals and timely documentation of such on a monthly basis. DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of monthly due date as indicated on the Certification Form (Attachment II).

4.5 DATA COLLECTION AND INFORMATION EXCHANGE

4.5.1 Contractor will develop measurement and tracking mechanisms to collect and report data on a monthly basis, unless otherwise specified, as follows:

a) Available beds (daily);
b) The number of clients who were referred;
c) The number of clients who were refused;
d) The number of clients whose admission is delayed 24 hours or more pending more information;
e) The average length of time to respond to referrals;
f) The number of clients who were accepted;
g) The number of clients discharged; and

h) The number of clients receiving substance use services.

4.5.2 Contractor acknowledges that DMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH. Contractor also acknowledges that DMH utilizes Los Angeles Network for Enhanced Services (LANES) as a Health Information Exchange network and agrees to provide admission history and physical and medication list within 24 hours of discharge to accepting facility upon transfer. The discharge summary will be provided within seven days.

5.0 DEFINITIONS

Please see Exhibit C of the Contract (Definitions) for a complete listing of definitions.

6.0 RESPONSIBILITIES

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

6.1 COUNTY

The County will administer the Contract according to the terms and provisions contained in Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of the 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 8.1, Amendments.

6.1.4 Reviewing and verifying the monthly billing claim submitted by the Contractor to ensure the Client was present for the days billed.

6.1.5 Ensuring that clients who are financially able to pay for services do not have such services billed to the County.

6.1.6 Consulting with Contractor to determine if the general acute hospital services at the facility are appropriate and meet clients' needs.

6.2 CONTRACTOR ADMINISTRATOR

6.2.1 Contractor shall provide a full-time Hospital Administrator or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager shall be reached on a 24 hours per day basis.

6.2.2 Contractor Administrator shall act as a central point of contact with the County.

6.2.3 Contractor Administrator shall be responsible for:

6.2.3.1 Facility administration;

6.2.3.2 Development of an administration plan and procedures to define lines of responsibility, workloads, and staff supervision in accordance with State, federal and County policies and procedures;

6.2.3.3 Provision of, or ensuring the provision of, services to clients, required by applicable laws and regulations, including those services identified in the Client's individual needs and services plan; and

6.2.3.4 Contractor Administrator/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 CONTRACTOR 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.

6.3.1.1 The minimum ratio of full-time professional personnel/staff to resident clients shall at all times be in conformance with all relevant laws, regulations, rules and LACDMH policies and procedures.

6.3.1.2 In addition, the facility must determine staffing requirements based on assessment of client needs, as per CCR, Title 22, Sections 71213 and 71215. Contractor shall, upon request, make available for review to the DMH Director or designee, documentation of the methodology used in making staffing determinations.

6.3.1.3 Contractor must comply with the personnel requirements (including those relating to training, specialized skills, licensing, and certification) and staffing ratios for acute hospitals, as applicable by law.

6.3.1.4 Contractor shall keep verification of current license for all employees required to be licensed in employee's personnel file.

6.3.1.5 Contractor shall employ support staff as necessary to perform office work, cooking, janitorial services, laundering and maintenance and upkeep of buildings, equipment and grounds.

6.3.1.6 Contractor shall be required to background check their employees as set forth in Paragraph 7.5 of the Contract, Background and Security Investigations.

6.3.1.7 Contractor shall run monthly reports on licensed staff to ensure license has not been revoked.

6.4 IDENTIFICATION BADGES

Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 of the Contract, Contractor's Staff Identification.

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 employees.

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 Occupational Safety and Health Administration (OSHA), DHCS, Department of Public Health (DPH), Community Care Licensing (CCL), and Centers for Disease Control and Prevention (CDC) standards as applicable to their license and certification. Contractor shall supply appropriate personal protective equipment to employees.

6.6.3 Contractor shall ensure their employees shall be trained in LACDMH required trainings.

6.6.4 Contractor shall ensure their employees are trained and adhere to all LACDMH's IBHIS, Provider Connect User Manual.

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 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which shall be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.

7.0 GREEN INITIATIVES

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

7.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to Contract commencement.

8.0 PERFORMANCE-BASED CRITERIA

In an effort to provide effective, efficient and affordable care, County and Contractor shall collaborate in client care. County will monitor Contractor's performance at least once annually during the term of the Contract according to the Performance-Based Criteria in the Table 1 below.

All listings of services used in the Performance-Based Criteria are intended to be completely consistent with the Contract and this 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 Performance-Based Criteria, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this Performance-Based Criteria 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, unless incorporated into the Contract via an Amendment executed by County and Contractor.

Performance-Based Criteria: Contractor shall ensure program operations are aligned with the Performance-Based Criteria identified in Table 1 below:

Table 1 – Performance-Based Criteria

Performance-Based Criteria	Method of Monitoring	Performance Targets
Subsection 4.52: Bed Capacity Information: Contractor shall provide bed capacity information in real time or at least on a daily basis.	Observation or inspection of reports or bed management system.	Provide daily bed availability information 100% of the time.
Paragraph 2.0 and 2.4: Contractor's obligation to document and inform LACDMH of every client admitted to emergency department and or inpatient unit on an involuntary hold and follow-up plan, including patient name, date of birth, patient phone number, date of admission, and disposition.	Observation or inspection of admission records.	100% reporting of admissions to emergency department and or inpatient unit of 5150s and 5585s on a monthly basis and follow-up plan, including patient name, date of birth, patient phone number, date of admission, and disposition.
Sub-section 2.7, 2.8, 2.10, and 2.11: Contractor's obligation to provide written discharge aftercare plan to anticipated follow-up providers at least 24 hours prior to discharge, including appointment time and medication list. This information shall also be provided to LACDMH.	Observation of Chart review and documentation.	Compliance in the in documentation of patient chart in 100% of discharges.

9.0 REIMBURSEMENT – MEDI-CAL

It is the Contractor's responsibility to review this section 9 and any applicable Service Exhibit to ensure correct billing for the specific services provided in addition to these Medi-Cal services.

The Contractor shall comply with all requirements necessary for reimbursement as established by federal, State, and local statues, laws, ordinances, rules, regulations, manuals, policies, guidelines, provider bulletins/alerts and directives.

The Contractor shall comply with all applicable provisions of the WIC and/or 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 the Contract is eligible for coverage under Medicaid or Medicare or any other federal or State funded program (an eligible beneficiary), services provided to such eligible beneficiary are properly identified and claimed.

9.1 AGE GROUP REIMBURSED

The age groups reimbursable by the State DHCS Fiscal Intermediary are as follows:

9.1.1 Medi-Cal clients of all ages in a licensed GACH.

9.1.2 Medi-Cal clients of ages under 21 years and ages 65 years or older in a licensed APH. Acute Psychiatric Inpatient Services provided in an APH which is larger than 16 beds shall be reimbursed only for Beneficiaries under 21 years of age or over 65 years of age. Services may be provided if a beneficiary was receiving such services prior to their 21st birthday and the services are rendered without interruption until no longer required or their 22nd birthday, whichever is earlier.

9.1.3 Medi-Cal clients aged 13 years and older in a licensed MC-PHF.

9.2 ACUTE DAY RATE (ADR)

9.2.1 **Acute Day Rate (ADR):** The ADR is established in compliance with CCR, Title 9, Section 1820.100 and Contractor shall be paid for Acute Psychiatric Inpatient Services per day of service for each approved Medi-Cal client based on the established ADR.

9.2.1.1 The ADR is reimbursable for the day of admission and each day that services meeting medical necessity are provided, excluding the day of discharge according to CCR, Title 9, Sections 1820.100(c) and 1820.205.

9.2.1.2 LACDMH must report changes to the ADR to the State DHCS Fiscal Intermediary Master File 30 days prior to the effective date of the change.

The ADR shall cover all services, including, but not limited to, medical ancillaries provided by Contractor to deliver a day of service of Administrative Day Services. Notwithstanding the foregoing, the ADR shall not include the cost of physician services and psychologist services rendered to Beneficiaries, nor shall it include the cost of transportation services incurred in providing Administrative Day Services. The cost of physician services, psychologist services, and transportation services shall not be reimbursed by the ADR.

9.2.2 **Administrative Day Rate:**

The Administrative Day Services rate is set by the State DHCS for all counties. During the term of the Contract, Administrative Day Services shall be at the reimbursement rate determined by the State DHCS in accordance with CCR, Title 9, Section 1820.110(d). For the Reimbursement Criteria, Contractor shall follow the

instruction under Administrative Days Authorization in section 1.0 of Scope of Work.

9.2.3 **Reimbursement Agency:**

State DHCS Fiscal Intermediary shall reimburse Contractor during the term of the Contract for Acute Psychiatric Inpatient Services provided to clients. Contractor shall submit claims to the State Fiscal Intermediary in accordance with CCR, Title 9, Chapter 11, Sections 1820.210 through 1820.225, and the Contract. Reimbursement for Acute Psychiatric Inpatient Services shall be at the applicable ADR for Acute Psychiatric Inpatient Services and Administrative Day Services as mutually agreed upon between Contractor and County less any available third party coverage and/or Medi-Cal Share of Cost.

9.2.4 **Funding:**

During each Fiscal Year or portion thereof of the term of the Contract, reimbursement for Acute Psychiatric Inpatient Services shall be made on the basis of:

a) Treatment Authorization Requests for the particular Acute Psychiatric Inpatient Services Administrative Day Services which has been submitted by Contractor to County as required by this Contract and approved by County;
b) The particular Acute Psychiatric Inpatient Services or Administrative Day Services provided pursuant to the County-approved Treatment Authorization Request are consistent with the County-approved Treatment Authorization Request and are appropriate for clinical reimbursement as determined by the DMH Director or designee;
c) For all Los Angeles County Regional Center clients, except Harbor Regional Center, the County acting as the Local Mental Health Plan shall only be responsible for authorizing a maximum reimbursement for four Administrative Days.

9.2.5 For both ADR and Administrative Day Rate, reimbursement is based on the rate less any available third party coverage, Medi-Cal Share of Cost, and client share of cost shall be considered payment in full in accordance with CCR, Title 9, Section 1820.115 (h).

10.0 FINANCIAL PROVISIONS/BILLING PROCEDURES

10.1 CHANGES TO HOSPITAL NAME, NATIONAL PROVIDER IDENTIFIER OR FEDERAL TAX ID NUMBER

10.1.1 Contractor shall provide LACDMH electronic notification if/when they have requested changes to the Entity name, National Provider Identifier (NPI) number, and/or Federal Tax ID number at AcutePsychiatricHosp@dmh.lacounty.gov.

10.1.2 Upon notification to LACDMH, Contractor shall hold all TAR Submissions to County in accordance with provider manual located at https://dmh.lacounty.gov/pc/cp/ffs1/ and claiming to the State DHCS until the LACDMH and State DHCS systems can be updated.

10.2 ELIGIBILITY FOR REIMBURSEMENT UNDER THIS CONTRACT

10.2.1 APPROPRIATE LICENSURE AND CERTIFICATION

10.2.1.1 Contractor hereby represents and warrants that it is currently, and for the term of the Contract shall remain, licensed and certified as a GACH or APH in accordance with California Health and Safety Code Section 1250 et seq. and CCR Title 9 Chapter 11 Sections 1810.217 and 1810.219; and Title 22, Section 51207.

10.2.1.2 Contractor hereby represents and warrants that it is currently, and for the term of the Contract shall remain, certified as a Medi-Cal provider under Title XIX.

10.2.1.3 Contractor agrees that compliance with its obligations to remain licensed as a GACH or APH and certified as a Medi-Cal provider under Title XIX shall be express conditions for Contractor's eligibility for reimbursement under the Contract.

10.2.2 CONTRACTOR ADHERENCE TO UTILIZATION CONTROLS

10.2.2.1 Contractor shall adhere to all utilization controls and services in accordance with CCR, Title 9, Chapter 11, Sections 1820.210 through 1820.225 and 42 CFR 456.150 through 456.245.

10.2.3 QUALITY OF CARE

10.2.3.1 To be eligible for reimbursement under the Contract, Contractor shall:

a) Assure that all clients receive care as required by CCR, Title 9, Chapter 11, Sections 1820.210 through 1820.230 and 42 CFR 456.150 through 456.245, and the Contract.
b) Provide Acute Psychiatric Inpatient Services to clients in the same manner and at the same level as Contractor provides to all other clients to whom Contractor renders similar services.
c) Not discriminate against any client in any manner whatsoever, including, but not limited to, admission practices, placement in special or separate wings or rooms, provision of special or separate meals and discharge practices.

10.2.4 BILLING PROCEDURES

10.2.4.1 Contractor shall follow all Provider Manual and Provider Alert procedures https://dmh.lacounty.gov/pc/cp/ffs1/. Correctly completed TARs and Charts are required to be submitted within the time required in the Provider Manual. Any TARs and Charts with errors will be returned to the Contractor for correction. Contractor is required to return corrected TARs and Charts within the time specified in the Provider Manual.

10.2.4.2 Contractor shall follow all IBHIS Provider Connect User Manual and Provider Alert procedures. This shall include but is not limited to searching through IBHIS Provider Connect for existing unique clients,

creating admission episode and diagnosis, creating new unique client profiles and other new requirements. Contractor's TARs and Charts will be returned to the Contractor to have the IBHIS Provider Connect errors fixed via Heat Ticket. IBHIS Provider Connect errors shall include but are not limited to duplicate client creation, wrong admit date, wrong discharge date, wrong number of days requested, and wrong date of birth, wrong CIN number, wrong gender and others. The Contractor must put information into IBHIS Provider Connect accurately to receive payment. Hospital Contractor's TARs and Charts will not be processed unless all the IBHIS Provider Connect errors are corrected.

10.2.4.3 The Contractor's reimbursement shall be reduced when claims made are covered, in whole or in part, under any other State or federal medical care program or under any other contractual or legal entitlement, including, but not limited to, any private group indemnification or insurance program or workers' compensation, and whether the client for whom a claim is made is responsible for any/all Medi-Cal Share Of Cost for the particular Acute Psychiatric Inpatient Hospital Services. Notwithstanding any other provision of this Contract, to the extent that any such third party coverage and/or Medi-Cal Share of Cost is available, Contractor's reimbursement shall be reduced.

10.2.4.4 Contractor shall submit claims on the prescribed form and with the appropriate allowable psychiatric accommodation codes to Fiscal Intermediary for reimbursement for all Acute Psychiatric Inpatient Services rendered to clients under the Contract, in accordance with all applicable requirements.

10.2.4.5 Contractor shall claim a day of service of Acute Psychiatric Inpatient Services or Administrative Day Services for each client who occupies a psychiatric inpatient bed at 12:00 a.m. midnight in Contractor's facility(ies), based on the particular services provided at that time. Contractor shall claim a day of service for the client for the day of admission and not the day of discharge; however, a day of service may be claimed if the client is admitted and discharged during the same day, if such admission and discharge is not within twenty-four hours of a prior discharge.

10.3 ASSUMPTION OF FINANCIAL RISK BY CONTRACTOR

Notwithstanding any other provisions of the Contract, Contractor shall bear the total financial risk for the cost of all Acute Psychiatric Inpatient Services rendered to each client covered by the Contract. The term "risk" means that Contractor shall accept as payment in full for any and all Acute Psychiatric Inpatient Services the payments made by Los Angeles County pursuant to the Contract. The term "risk" also includes, but is not limited to, the cost for all Acute Psychiatric Inpatient Servicesf or all illness or injury that shall result from, or is contributed to, by any catastrophe or disaster that occurs subsequent to the effective date of this Contract, including, but not limited to, acts of God, war or the public enemy.

10.4 GOVERNMENT FUNDING RESTRICTIONS

The Contract shall be subject to any restrictions, limitations, or conditions imposed by the State, including, but not limited to, those contained in State's Budget Act, which shall in any way affect the provisions or funding of the Contract. The Contract shall also be subject to any additional restrictions, limitations, or conditions imposed by the federal government, State government, and County government which shall in any way affect the provisions or funding of the Contract.

10.5 RECOVERY OF OVERPAYMENTS

10.5.1 When an audit or review performed by County, State and/or federal governments or by any other authorized agency discloses that Contractor has been overpaid under the Contract, the overpayment shall be due by Contractor to County.

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

10.5.3 For State, County and other authorized agency audits and/or review exceptions, County shall recover the payment from Contractor within 60 days of the date of the applicable audit report or other determination of overpayment. If the State recovers the overpayment from County before the end of such 60 days, then County shall immediately recover the overpayment from Contractor. Within ten (10) days after written notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify County as to which of the following two payment options Contractor requests to be used as the method by which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash payment by Contractor to County within 30 days; or (2) paid by cash payment(s) by Contractor to County over a period not to exceed 60 days. If Contractor does not so notify County within such ten (10) days, or if Contractor fails to make payment of any overpayment to County as required, then the total amount of the overpayment, as determined by the DMH Director or designee, shall be immediately due and payable.

10.5.4 For Conlan client claims from the State, the Contractor shall reimburse Medi-Cal clients for the full amount out of pocket payment received by the Contractor. The Contractor shall respond to the County's request within 30 days of the letter that includes information on the amount and date paid to the Medi-Cal client.

10.6 CONTRACTOR APPEAL PROCEDURES

Contractor shall appeal the processing or payment of any of its claims for Acute Psychiatric Inpatient Services or the denial of any request for reimbursement of Acute Psychiatric Inpatient Services in accordance with the Medi-Cal Specialty Mental Health Services Network Provider Manual https://dmh.lacounty.gov/pc/cp/ffs1/ and CCR Title 9, Chapter 11, Section 1850.305 through 1850.325.

10.7 COUNTY AUDIT SETTLEMENTS

If, at any time during the term of the Contract or at any time after the expiration or

termination of the Contract, authorized representatives of County conduct an audit or review regarding the Acute Inpatient Psychiatric Hospital Services provided hereunder and if such audit or review finds that the dollar liability of County and/or federal governments for such services is less than the payments made by Fiscal Intermediary to Contractor, then the difference shall be due by Contractor to County. Within 30 days after written notification by County to Contractor of any such difference due by Contractor to County, Contractor shall pay County by one cash payment.

10.8 INTEREST CHARGES ON DELINQUENT PAYMENTS

If Contractor, without good cause as determined in the sole judgment of DMH Director or designee, fails to pay County any amount due to County under the Contract within 60 days after the due date, then in DMH Director or designee's sole discretion and after written notice to Contractor, DMH shall assess interest charges at a rate equal to County's Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the 61st day after the due date. The interest charges shall be paid by Contractor to County by cash payment upon demand.

10.9 SUSPENSION OF PAYMENTS

Payments to Contractor under the Contract shall be suspended if the DMH Director or designee, for good cause, determines that Contractor is in default under any of the provisions of the Contract. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days' notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, contractor may, within 15 calendar days, request reconsideration of the DMH Director or designee's decision. Payments shall not be withheld pending the results of the reconsideration process.

10.10 REPORTS

10.10.1 General:

Contractor shall make reports as required by the DMH Director or designee or by State representatives regarding Contractor's activities and operations as they relate to Contractor's performance of the Contract. In no event may County require such reports unless it has provided Contractor with at least 30 days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

10.10.2 Processing Information System:

a) Contractor shall participate in the County's Processing Information System as required by DMH Director or designee. Contractor shall report to County all program, beneficiary, staff, and other data and information about Contractor's services, within the specified time periods as required by County Chief Information Office's Training Manuals, Bulletins, Reference Guide, Medi-Cal Fee-For-Service Inpatient Hospital Provider Manual Provider, Alerts and Updates, and any other County requirements, in no event, no later than 40 calendar days after the close of each Fiscal Year in which the services were provided.

b) Notwithstanding any other provision of the Contract, only those days of service of Acute Psychiatric Inpatient Services and Administrative Day Services, as set forth on County-approved Treatment Authorization Requests and properly entered into the County's Claims Processing Information System, shall be counted as reimbursable services. Contractor shall ensure that all data reported in the County's Claims Processing Information System is accurate and complete. It is Contractor's responsibility to review all provider reports and to report any discrepancies to County's Claims Processing Information System representatives. Admission data must be entered by Contractor into the County's Claims Processing Information System within 24 hours of the time of admission.

c) After the close of the monthly County's Claims Processing Information System reporting period, no data or information relating to services for that month may be added without the written approval of DMH Director or designee.

d) There may be good reasons that prevent Contractor from entering into the County's Claims Processing Information System all data and information documenting days of service of Acute Psychiatric Inpatient Services and Administrative Day Services before the close of a particular month. If, after the close of the monthly County's Claims Processing Information System reporting period, Contractor desires to enter any data and information documenting services for a particular month, then Contractor shall submit a request in writing setting forth the reasons which prevented Contractor from timely entering such particular data and information into County's Claims Processing and Information System. DMH Director or designee may, at their sole discretion, after finding good cause, approve in writing Contractor's request to enter the data and information into the County's Claims Processing Information System.

e) Notwithstanding any other provision of the Contract, the only services which shall be considered legitimate and reimbursable shall be those services as entered by Contractor into the County's Claims Processing Information System.

f) Contractor shall train its staff in the operation, procedures, policies, and all related use of County's Claim 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 Claims Processing Information System.

DMH Medical Clearance (All Levels)

Patient Information

Name: _____

DOB: _____

SSN: _____

Core Items (within past year unless otherwise noted)

- ❑ **Medical History & Physical Examination**
  - ❑ Unremarkable
  - ❑ Allergies: _____
  - ❑ Positive Findings:

    _____

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Comprehensive Psychiatric Evaluation**
  - ❑ DSM-V Diagnosis:

    _____
- ❑ **Active Medical & Psychiatric Medication List**
  - ❑ Medication Compliant
- ❑ **Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**
  - ❑ Unremarkable
  - ❑ Positive Findings:

    _____

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **RPR-VDRL (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Pregnancy Test (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ OB/GYN Consultation
- ❑ **PPD / Chest X-Ray / QuatiFERON-TB Gold (within 30 days)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment

- ❑ **COVID-19 (within 1 week)**
  - ❑ **Vaccinated**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Forensic History Reviewed**
  - ❑ On Probation
  - ❑ On Parole
  - ❑ Registered Sex Offender
  - ❑ Registered Arsonist
- ❑ **Voluntary**
- ❑ **Lanterman Petris Short (LPS) Act**
  - ❑ Not applicable
  - ❑ LPS Application or LPS Letters
- ❑ **High Elopement Risk**
- ❑ **Assaultive Behavior Risk**

Additional Items (if applicable)

- ❑ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ❑ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
- ❑ **One (1) Administrative Inpatient Day of Psychiatry Progress Notes**
  - ❑ **Medication Administration Record (MAR) with PRNs**
    - ❑ No IM PRNs administered in past 5 days
    - ❑ Medication Compliant
  - ❑ **Seclusion & Restraint Record**
    - ❑ No seclusion or restraints applied in past 5 days
- ❑ **Physician's Report Completed**

Comments: _____

_____

_____

Referring Psychiatrist / Medical Provider Information

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

Physician / Medical Provider Information (if applicable)

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

State of California Health and Welfare *Department of Health Services*

CERTIFICATION FOR SPECIAL TREATMENT PROGRAM: ☐ **CERTIFICATION** ☐ **RECERTIFICATION**

PART I - COMPLETED BY FACILITY

CLIENT'S NAME:

DATE HS-231 COMPLETED:

CLIENT'S - FACILITY NUMBER: **LEGAL STATUS:** **ADMISSION DATE:**

FACILITY NAME & ADDRESS:

MEDI-CAL IDENTIFICATION NUMER:

SOCIAL SECURITY NUMBER:

MIS#

PART III - CERTIFICATION BY

☐ Local Mental Health Director
☐ You are authorized to claim payment for Treatment as recommended by you.
☐ Request Denied

FROM:
TO:
A TOTAL OF ☐ **MONTHS**

PART II - COMPLETED BY DESIGNEE:

BIRTHDATE: **AGE:** **SEX:** ☐ Male ☐ Female **COUNTY:**

*******THE BELOW IS SUPPORTIVE INFORMATION FOR THIS RECOMMENDATION*******

ADMISSION:

EMOTIONAL STATE:

Reason for Hospitalization:

CURRENT BEHAVIORS/ DISCHARGE BARRIERS REQUIRING SNF - IMD LEVEL OF CARE:

Problem #1:
Manifested By:
Current Average Frequency:

Problem #2:
Manifested By:
Current Average Frequency:

Problem #3:
Manifested By:
Current Average Frequency:

SHORT TERM GOALS (< 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

LONG TERM GOALS (> 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

SPECIAL TREATMENT PROGRAM (STP) GOALS

Problem/Goal Focused Groups/Activities:
Average STP/week Participation/Attendance: ***Average STP/week Participation Goal:*** ***By the date of:***

Response to Special Treatment Program:

Response to Incentive Program:

Current Level:
Level Goal:
By the date of:

Designee Signature	**Designee Title**	**Affiliation**	**Date**
Contract Liaison	**Contract Liaison Title**	**County and Department**	**Date**

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY / ISSUE:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action):_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date_____

**DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of the quarterly due date

ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES

STATEMENT OF WORK EXHIBIT - SERVICE EXHIBIT I

PSYCHIATRIC DIVERSION PROGRAMS:

UNINSURED and INSTITUTION OF MENTAL DISEASE EXCLUSION POPULATION SERVICES

Notwithstanding language in section 9.0 of the Statement of Work (SOW), the following applies for services provided to uninsured clients and Institution of Mental Disease (IMD) Exclusion clients at an Acute Psychiatric Hospital (APH) and/or a General Acute Care Hospital (GACH). It is the Contractor's responsibility to review the SOW and Service Exhibit (SE) to ensure the appropriate billing is submitted.

Los Angeles County (LAC) DMH is currently required to reimburse acute inpatient psychiatric hospital services provided in an IMD to Medi-Cal beneficiaries between the ages of 21 and 65 in accordance with Bronzan-McCorquodale Act of 1991 pursuant to DHCS Information Notice 18-008, dated February 7, 2018.

LACDMH has a finite budget to cover its responsibility for acute psychiatric inpatient hospital services provided in an IMD to Medi-Cal beneficiaries who meet medical necessity and are between the age of 21 and 65. For the purpose of this SE, this population shall be referred to as the IMD Exclusion population. For IMD exclusion clients, the Administrative Day Rate is not reimbursable for clients at an APH.

In order to maximize treatment for the population served by this Service Exhibit, Contractor agrees to participate in the following psychiatric diversion activities:

1. Assessments by independent psychiatric emergency teams of whether an IMD Exclusion client meets criteria for medical necessity and for an involuntary hold will be reimbursed at $100 per assessment if client gets admitted to GACH.
2. If a client meets criteria for involuntary hold and there is a bed available at a GACH acute inpatient psychiatric unit, client must be referred to the GACH.
3. Acute inpatient psychiatric hospitalizations will be completed at a GACH if there is a bed available. This also means that clients shall be transferred to the nearest GACH as soon as a bed is available and the client is stable for transfer.

LACDMH will reimburse acute inpatient psychiatric hospital services provided to uninsured clients of all ages. Contractor shall submit reimbursement claim for uninsured clients through LACDMH.

Contractor shall be responsible for delivering services to new clients to the extent that LACDMH has funding available. Where Contractor determines that services to new clients can no longer be delivered, Contractor shall provide 30-calendar days' prior notice to County. Contractor shall also thereafter make referrals of new clients to County or other appropriate agencies.

Invoice and Payment

LACDMH will pay Contractor in arrears for eligible services provided and in accordance with this SE for the uninsured population and IMD Exclusion population.

Contractor shall, no later than the 14th calendar day after discharge submit documentation for services provided with the Treatment Authorization Request (TAR) form to the County for approved services provided to eligible clients as described in SOW Section 2.0 Program Elements for Acute Psychiatric Inpatient Hospital Services. (https://dmh.lacounty.gov/pc/cp/ffs1/).

Contractor shall submit all required supporting documentation to the following:

Los Angeles County Department of Mental Health

Intensive Care Division — Treatment Authorization Unit

510 S. Vermont Avenue, 20th Floor

Los Angeles, CA 90020

The following is the Contractor's reimbursement process:

a) DMH reviews the documentation provided for approval. Within 45 calendar days of receipt of the claims documentation, DMH will submit a log containing the claims and the authorization results to the contractor, with an Invoice Summary Request Form.

b) Once the Invoice Summary Request Form has been completed by the contractor and is agreed upon by both parties, it should be returned to:

By Email: TarUnit@dmh.lacounty.gov

Or

By Fax: (213) 402-2009

c) ICD will forward the approved Invoice Summary Request Form to the Finance Services Bureau for reimbursement to the contractor. 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.

d) DMH reviews the Invoice Summary Review Form for approval to reimburse Contractor within calendar 30 days after receipt of a complete and accurate invoice via the appropriate reimbursement method to be agreed upon by both parties.

e) In the event of correction of a prior period invoice or reimbursement such as "retro-delete" (overpayment) or "retro-add" (underpayment), the adjustment will be shown and included in Contractor's current invoice.

Invoices shall be reimbursed at the base rate determined by LACDMH plus the rate for specialized programming and/or provision of more intensive mental health services provided to clients at County's request, if applicable, and as approved by LACDMH.

LACDMH will inform Contractor annually of the reimbursement rate and, as needed, rate changes.

The Contractor shall comply with all requirements necessary for reimbursement as established by federal, State, and local statues, laws, ordinances, rules, regulations, manuals, policies, guidelines, contractor bulletins/alerts and directives.

The Contractor shall be subject to any restrictions, limitation, or conditions imposed by County, State, and/or federal government entities, which may in any way affect the provisions or funding of the Contract, including, but not limited to, those contained in County Budget as adopted by County's Board and/or State's Budget Act.

ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES STATEMENT OF WORK EXHIBIT - SERVICE EXHIBIT II – BEHAVIORAL HEALTH & PHYSICAL HEALTH

Notwithstanding language in section 9.0 of the Statement of Work (SOW), the following applies only for Behavioral Health and Physical Health services provided to Medi-Cal and uninsured clients at a General Acute Psychiatric Hospital (GACH). It is the Contractor's responsibility to review the SOW and Service Exhibit (SE) to ensure the appropriate billing is submitted.

Los Angeles County (LAC) shall reimburse acute inpatient psychiatric hospital services provided to Medi-Cal and uninsured clients of all ages receiving behavioral health services and the physical health services shall be claimed separately by the GACH to the managed care Plans. Contractor shall submit reimbursement claim for uninsured clients through LAC Department of Mental Health (DMH).

Medi-Cal and Uninsured clients of all ages who meet the criteria for medical necessity as defined by California Code of Regulations (CCR), Title 9, Section 1820.205 but also have a co-occurring medical condition are unable to obtain the medical clearance necessary for them to receive services on a behavioral health unit at an inpatient acute facility.

Both behavioral health and physical services will be provided in a licensed GACH to Los Angeles County residents, typically from Los Angeles Department of Health Services County Hospitals, GACH or referrals from the Los Angeles Psychiatric Mobile Response Team.

1. PROGRAM CRITERIA

    (1) Los Angeles Medi-Cal and Uninsured beneficiary through the Managed Care Plans (or other pre-approved funding sources such as full scope Medi-Cal and uninsured).
    (2) Patient meets criteria for a Lanterman Petris Short (LPS) involuntary hold as per an LPS designated clinician or meets criteria for medical necessity.
    (3) Patient has a medical condition that is preventing the patient from otherwise being accepted to an acute behavioral health unit as evidenced by at least five recent referrals and denials to an acute psychiatric inpatient unit.
    (4) The receiving hospital has bed availability and the means to address the medical condition. Receiving hospital are GACH designated as a LPS facility for this SE. According to Title 22, Section 100243, receiving hospital means a licensed GACH with a special permit for basic or comprehensive medical and psychiatric emergency services.
    (5) Referring hospital shall be responsible for cost of transportation. Referring hospital is the hospital that sends the clients with behavioral health and medical health condition.

2. PROCEDURE

    (1) LACDMH Intensive Care Division (ICD) will review each referral request to ensure it meets the program criteria;

(2) GACH will determine that they are able to treat both the behavioral health and physical health needs of the patient;
(3) The referring hospital will submit a package of clinical documentation to LACDMH - ICD to include the medical history and physical, the psychiatric comprehensive evaluation, recent psychiatric progress note(s), recent nursing progress note(s), current Medication Administration Records, and recent pertinent lab values within 24 hours in accordance with 42 CFR Subpart D and CCR, Title 22. LACDMH - ICD will securely share this package of documents and the hospital Single Point of Contact information with the GACH; and
(4) If GACH accepts the patient, they will inform LACDMH – ICD. Referral hospital shall coordinate the transfer.

Invoice and Payment

GACH shall claim by submitting a Treatment Authorization Request and requisite supporting documentation to LACDMH for the behavioral health services. GACH shall separately invoice the Managed Care Plans for the physical health services.

Reimbursement Agency:

Medi-Cal Clients: State DHCS Fiscal Intermediary shall reimburse Contractor during the term of this Contract for Acute Psychiatric Inpatient Hospital Services provided to Medi-Cal clients.

Uninsured Clients: LACDMH shall reimburse Contractor during the term of this Contract for Acute Psychiatric Inpatient Hospital Services provided to Uninsured clients

For Uninsured clients, Contractor shall, no later than the 14th calendar day after discharge submit documentation for services provided with the Treatment Authorization Request (TAR) form to the County for approved services provided to eligible clients as described in SOW Section 2.0 Program Elements for Acute Psychiatric Inpatient Hospital Services. (https://dmh.lacounty.gov/pc/cp/ffs1/).

Contractor shall submit any supporting documentation, to the following:

Los Angeles County Department of Mental Health
Intensive Care Division — Treatment Authorization Unit
510 S. Vermont Avenue, 20th Floor
Los Angeles, CA 90020

The following is the Contractor's reimbursement process:

a) DMH reviews the documentation provided for approval. Within 45 calendar days of receipt of the claims documentation, DMH will submit a log containing the claims and

the authorization results to the Contractor, with an Invoice Summary Request Form (invoice).

b) Once the invoice has been completed by the Contractor and is agreed upon by both parties, it should be returned by email to:

By Email: TarUnit@dmh.lacounty.gov

Or

By Fax: (213) 402-2009

c) ICD will forward the invoice for reimbursement to the Finance Services Bureau for reimbursement to the Contractor. 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.

d) In the event of correction of a prior period invoice or reimbursement such as "retro-delete" (overpayment) or "retro-add" (underpayment), the adjustment will be shown and included in Contractor's current invoice.

e) DMH reviews the invoice for approval to reimburse Contractor within 30 calendar days after receipt of a complete and accurate invoice via the appropriate reimbursement method to be agreed upon by both parties.

Invoices shall be reimbursed at the base rate determined by LACDMH plus the rate for specialized programming and/or provision of more intensive mental health services provided to clients at County's request, if applicable, and as approved by LACDMH.

LACDMH will inform Contractor annually of the reimbursement rate and, as needed, rate changes.

The Contractor shall comply with all requirements necessary for reimbursement as established by federal, State, and local statues, laws, ordinances, rules, regulations, manuals, policies, guidelines, contractor bulletins/alerts and directives.

The Contractor shall be subject to any restrictions, limitation, or conditions imposed by County, State, and/or federal government entities, which may in any way affect the provisions or funding of the Contract, including, but not limited to, those contained in County Budget as adopted by County's Board and/or State's Budget Act.

INVOICE SUMMARY - PAYMENT REQUEST

PROVIDER NAME _____ CLAIM PERIOD _____
PROVIDER # _____

	TOTAL UNIT OF SERVICE	GROSS COST	SHARE OF COST	NET BILLING
AMOUNT CLAIMED		$0.00		$0.00
ADJUSTMENTS:				
Retro Share of Cost				$0.00
TOTAL CLAIMED	0	$0.00	$0.00	$0.00

I hereby certify that the clients listed above were cared for in the above named facility for the period stated.

Signature: _____ _____ _____
Administrator/Operator Facilty Date

I hereby certify that to the best of my knowledge, the above statement is correct in accordance with the law.

Name and Title: _____ _____ _____
Administrator Approval Signature Date

FOR IMD ADMINISTRATION USE ONLY:

_____ DATE _____
IMD ADMINISTRATION APPROVAL SIGNATURE

	TOTAL UNIT OF SERVICE	GROSS COST	SHARE OF COST	NET BILLING
APPROVED CLAIM AMOUNT	0	$0.00	$0.00	$0.00

COMMENTS: _____

ACUTE PSYCHIATRIC INPATIENT HOSPITAL BED CONTRACT
DEFINITIONS

1. **Acute Psychiatric Inpatient Hospital Services** means those services as described in Service Exhibit A (Acute Psychiatric Inpatient Hospital Services);
2. **Acute Psychiatric Hospital (APH)** (Also known informally as "Freestanding Hospital" in the industry) Acute psychiatric hospital means a hospital having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care for mentally disordered, incompetent or other patients referred to in Division 5 (commencing with section 5000) or Division 6 (commencing with section 6000) of the Welfare and Institutions Code, including the following basic services: medical, nursing, rehabilitative, pharmacy and dietary services. An acute psychiatric hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients.
3. **Administrative Day Services** means those services as described in Service Exhibit A (Program Elements for Administrative Day Services). The rate of reimbursement for administrative day services for acute inpatient psychiatric hospitals is determined by the Department of Health Care Services in accordance with Title 9, Section 1820.110(d) of the California Code of Regulations.
4. **Beneficiary** means any patient/client who is certified as eligible for Medi-Cal pursuant to CCR Title 22, Section 51001, and may include any patient/client who is eligible for Medi-Cal and who is enrolled in a prepaid health plan or other acute psychiatric/inpatient hospital services health system which contracts with State approved local physical health care Medi-Cal Managed Care Plans pursuant to applicable law. Beneficiary shall also include any patient/client whose Medi-Cal eligibility was determined after the rendition of inpatient services. Any patient/client who is eligible for Medi-Cal, who is also eligible for Medicare hospital benefits under Title XVIII of the Social Security Act, 42 United States Code Section 1395 et seq., and who has not exhausted those benefits, shall not be considered a Beneficiary. Any patient/client receiving skilled nursing facility services or long-term care services shall not be considered a Beneficiary for the purpose of this Contract;
5. **CIOB** means Chief Information Office Bureau;
6. **CCR** means the California Code of Regulations;
7. **Contract Allowable Rate (CAR)** means the gross rate of reimbursement for Contractor's delivery of a day of service of Acute Psychiatric Inpatient Hospital Services or Administrative Day Services, as set forth in Paragraph 6. (Financial Provisions) of this Contract, and shall be the amount of reimbursement which is allowed under this Contract for a delivery of a day of said services. The Contract Allowable Rates do not include the cost of physician services and psychologist services rendered to Beneficiaries or the cost of transportation services for providing Acute Psychiatric Inpatient Hospital Services or Administrative Day Services;
8. **Concurrent Review** means an assessment of a client's medical or service need that occurs at the

same time service are being rendered. The review may involve payment authorization decisions to the extent permitted by regulation, Medi-Cal policies, applicable stat waivers and statute.

9. **DHCS** means California Department of Health Care Services;
10. "County's Claims Processing Information System" means the current system employed by the Department of Mental Health to submit and process claims;
11. **Day(s)** means calendar day(s) unless otherwise specified;
12. **Director** means County's Director of Mental Health or Director's authorized designee;
13. **DMH** means County's Department of Mental Health;
14. **DMH Intensive Care Division (ICD)** means the Los Angeles Department of Mental Health division which both authorizes the care for and performs utilization review of clients needing treatment for 24-hour residential care due to severe and persistent mental illness in a variety of different levels of care throughout Los Angeles County.
15. **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;
16. **FFP** means Federal Financial Participation for Fee-For-Service Medi-Cal Services as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et. seq;
17. **Fiscal Intermediary** means the person or entity which has contracted with State to perform fiscal intermediary services related to this Contract;
18. **Fiscal Year** means County's Fiscal Year which commences July 1 and ends the following June 30;
19. **Freestanding Hospital** means Acute Psychiatric Hospital.
20. **General Acute Care Hospital (GACH)** means a hospital, licensed by the Department, having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24- hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services. A general acute care hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients.
21. **Integrated Behavioral Health Information System (IBHIS)** is the Electronic Health Record System (EHRS) that was implemented by Los Angeles County Department of Mental Health (LACDMH).
22. **InterQual** is a standardized decision-making tool used to assist with level of care determinations and utilization review.
23. **Medically Clear** for admission shall be defined as clients who meet the criteria in Exhibit A1 (Medical Clearance Form). Contractor shall work with referring institutions to efficiently accept and transfer clients to next levels of care. Any disputes regarding "medical clearance" shall be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.
24. **ProviderConnect** is a web interface used to communicate with IBHIS. ProviderConnect is a standard

browser based application and can be launched from any web browsing application such as Internet Explorer, Chrome, or Firefox, and has real time communication with IBHIS. Any information submitted via ProviderConnect is directly entered and updated into the IBHIS system immediately.

25. **ProviderConnect User Manual** means DMH's ProviderConnect Manual for Acute Inpatient Bed Contract Hospital. The ProviderConnect Manual contain step by step instructions on entering the patient episode information into ProviderConnect.

26. **Provider Manual** means DMH's Provider Manual for Acute Inpatient Mental Health Services. The Provider Manual contains the formal requirements, policies and procedures governing Acute Inpatient Hospital Services for the Local Mental Health Plan and is incorporated into this Contract by reference;

27. **Psychiatric Inpatient Hospital Services** means the following mental health services when rendered to a Beneficiary in accordance with this Contract: (1) Acute Psychiatric Inpatient Hospital Services; and (2) Administrative Day Services. Psychiatric Inpatient Hospital Services shall be provided in either a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital. Psychiatric Inpatient Hospital Services provided in an acute psychiatric hospital which is larger than sixteen beds shall be reimbursed only for Beneficiaries age 20 or younger or 65 and older;

28. **Retrospective Review** means determination of the appropriateness or necessity of services after they have been delivered, generally through the review of the medical or treatment record.

29. **Service Authorization** means the determination of appropriateness of services, based upon medical or service need criteria, prior to the service being rendered which is defined in Title 9, under section 1810.229, Mental Health Payment authorization.

30. **Single Point of Contact (SPOC)** is the person authorized by the provider to discuss or obtain any/all information concerning a specific TAR and/or Medi-Cal beneficiary;

31. **Title 9** means one of the set of regulations covering the delivery of mental health services in the State of California. The regulations are found in the California Code of Regulation: Title 9. Rehabilitation and Developmental Services, Division 1, Department of Mental Health.

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

33. **WIC** means the California Welfare and Institutions Code.

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

DIRECTOR OF MENTAL HEALTH:

Name: Jonathan E. Sherin, M.D., Ph.D.

Title: Director

Address: 550 S. Vermont Avenue
Los Angeles, CA., 90020

Telephone: (213) 738-4601

E-Mail Address: Director@dmh.lacounty.gov

COUNTY MONITORING MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACT LEAD:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT 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

CONTRACTOR: _____ Contract No.: MH_____

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

CONTRACTOR_____Contract No.: MH_____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____DATE:____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name_____ Contract No._____

Non-Employee Name_____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE:_____/_____/_____

PRINTED NAME: _____

POSITION: _____

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.

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)

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.

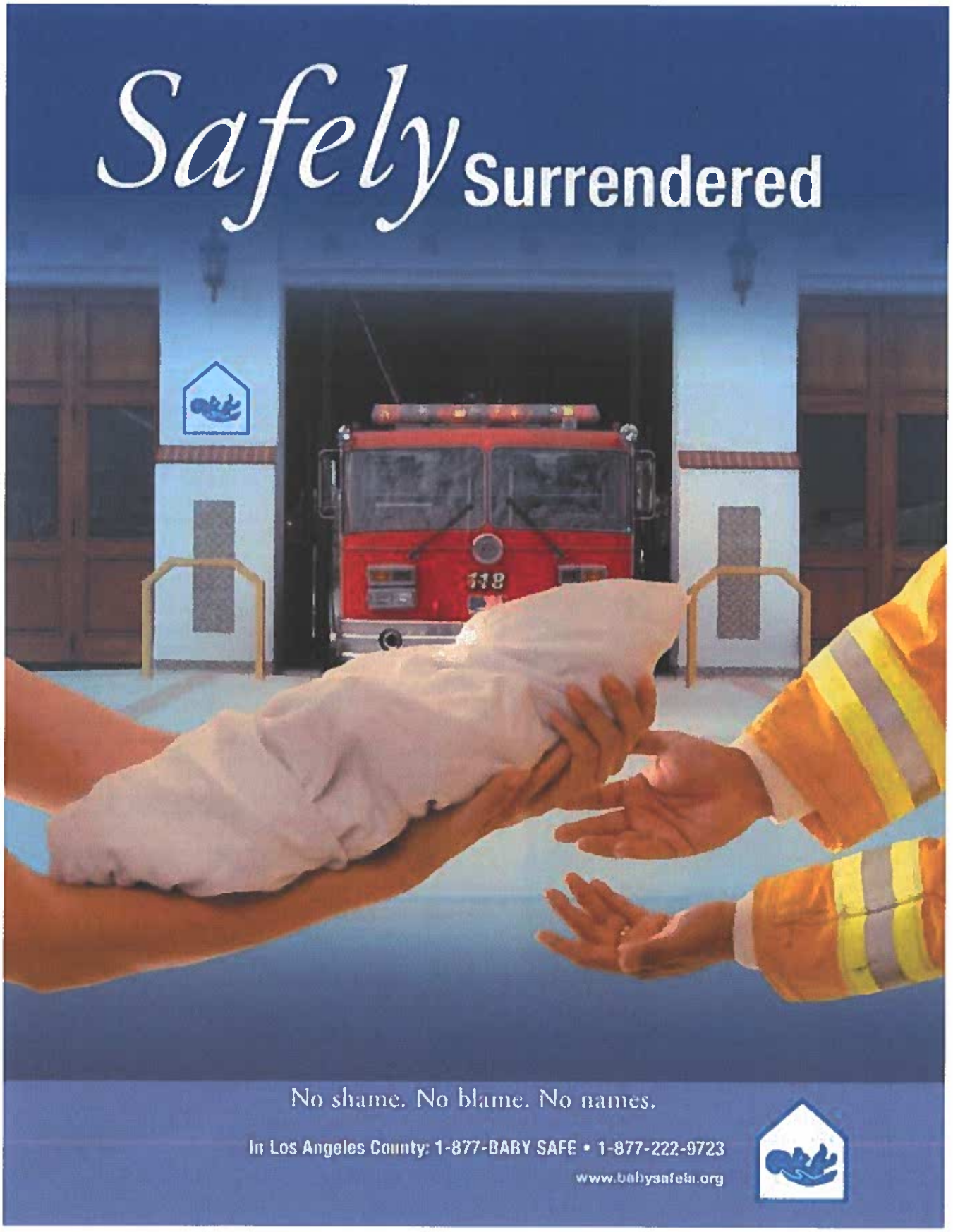
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"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

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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.

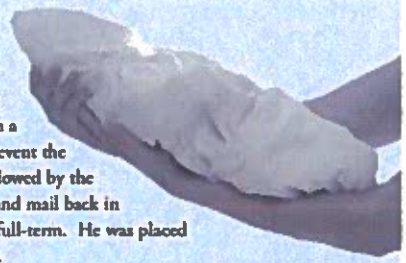
What happens to the parent or surrendering adult?

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?

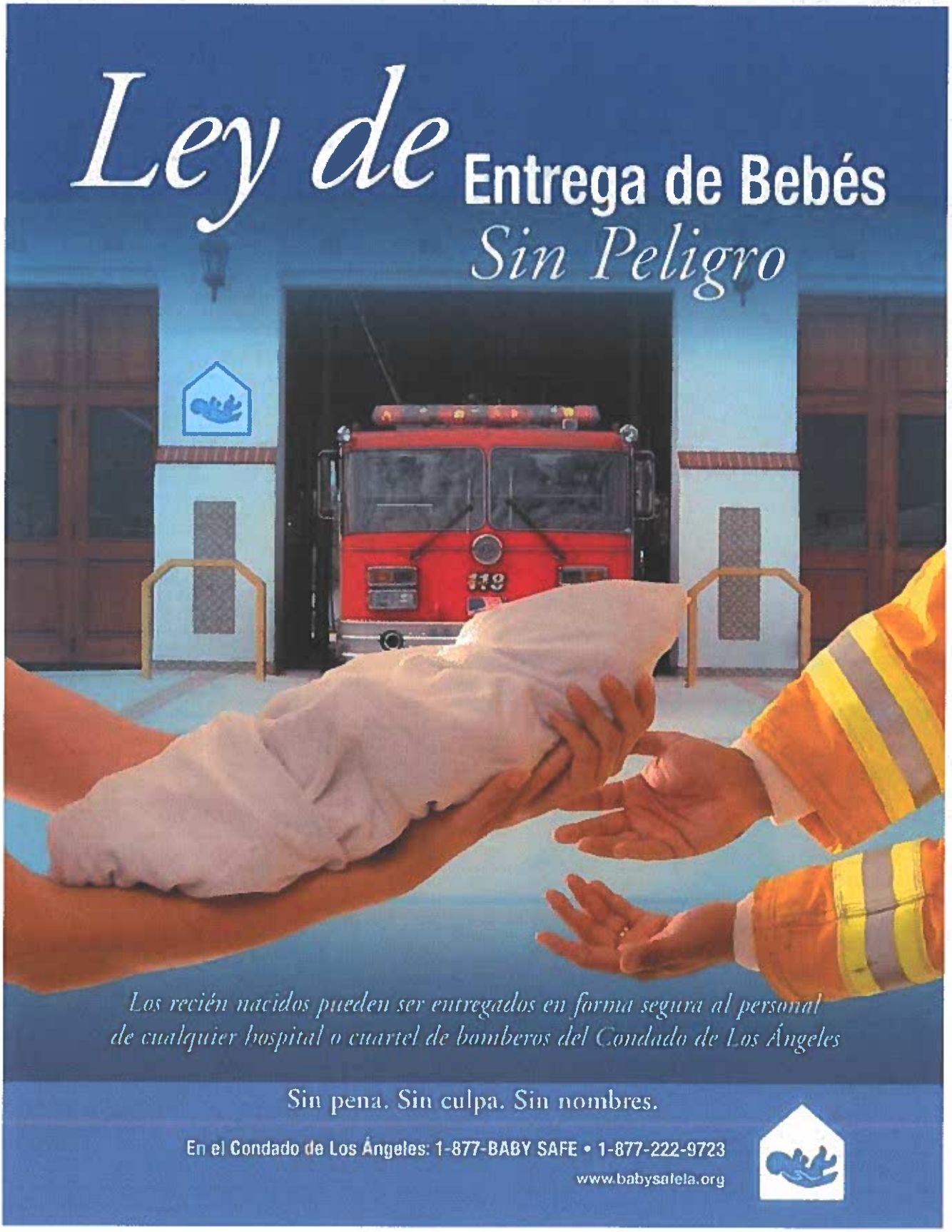
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

ATTESTATION REGARDING STAFFING RATIO

In accordance with the Acute Psychiatric Inpatient Contract and staffing requirements outlined in Exhibit A – Statement of Work/Service Exhibit(s), I, the undersigned certify that _____ meet the staffing requirement as required by WIC and CCR. Our staff shall be qualified and shall possess all appropriate licenses in accordance with WIC Sections 14718 and all other applicable requirements of the California Business and Professions Code, WIC, CCR and State Policy Letters, and function within the scope of practice as dictated by licensing boards/bodies.

I further certify as the official responsible for the administration of _____ _____, (hereafter "Contractor") that we shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, and experience, who are providing any services under the agreement.

I understand and certify that we meet the staffing requirements as required by WIC and CCR.

Name of certifying official _____
Please print name

Title of certifying official _____
Please print title

Signature of authorized official _____ Date _____

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with Paragraph 9.11 of the Acute Psychiatric Inpatient Contract (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 a federally funded health care program.

I further certify as the official responsible for the administration of _____ (hereafter "Contractor") that none of its officers, employees, agents and/or subcontractors 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 subcontractors 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 subcontractors otherwise likely to be found by a federal or State agency to be ineligible to provide goods or services under a federally funded health care program.

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

- Any event that would result in Contractor or any of its officers, employees, agents and/or subcontractors being excluded or suspended 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 subcontractors, barring it or its officers, employees, agents and/or subcontractors 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 _____

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)

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	Zip Code

Telephone Number	Fax Number	E-mail Address

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 Add Name Delete Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest

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 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. 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 _____

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 Delete Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest

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 _____

ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

In accordance with Paragraph 9.3 of the Contract, (CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION), Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" security and privacy requirements.

_____ (hereafter "Contractor") acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal information (PI); protected health information (PHI) and medical information (MI).

Contractor acknowledges it is the Contractor's responsibility to access the following link: https://dmh.lacounty.gov/contract-exhibits **annually and upon notification by DMH of updated Information Security Exhibits to complete, or update, the forms listed below:**

- Exhibit N – Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit Q – Information Security and Privacy Requirements for Contracts
- Exhibit R – DMH Contractor's Compliance with Information Security Requirements
- Exhibit S – Confidentiality Oath for Non-DMH Workforce Members
- Exhibit T – Electronic Data Transmission Trading Partner Exhibit (TPE)

Further, Contractor agrees to comply with the terms and conditions of the exhibits listed above, which are by this reference made a part of the Contract. Contractor understands that it is the Contractor's responsibility to access the link above, sign and submit the listed Information Security Exhibits requiring signatures via email to the Contract Administrator listed in Exhibit E (County's Administration).

Name of authorized official (Official Name)_____
Printed name

Signature of authorized official _____ Date _____

County of Los Angeles - Department of Mental Health
Acute Psychiatric Inpatient Hospitals

Attachment IV

#	Provider Name	Address	City	State	ZIP	Sup Dist	Type Of Hospital	Acute Psychiatric Inpatient SOW	Psychiatric Diversion Program and IMD Exclusion SE I	Behavioral Health and Physical Health SE II
1	Adventist Health Glendale	1509 Wilson Terrace	Glendale	CA	91206-4007	5	GACH	X	X	
2	Adventist Health White Memorial	1720 E. Cesar Chavez Ave.	Los Angeles	CA	90033-2481	1	GACH	X	X	
3	Antelope Valley Hospital	1600 West Avenue J	Lancaster	CA	93534-2814	5	GACH	X	X	
4	Aurora Charter Oak	1161 E. Covina Blvd.	Covina	CA	91724-1523	1	APH	X	X	
5	Aurora Las Encinas Hospital	2900 E. Del Mar Blvd.	Pasadena	CA	91107-4375	5	APH	X	X	
6	Aurora Vista Del Mar Hospital	801 Seneca St.	Ventura	CA	93001-1411	*OOC	APH	X	X	
7	BHC Alhambra Hospital	4619 N. Rosemead Blvd	Rosemead	CA	91770-1478	1	APH	X	X	
8	BHC Heritage Oak Hospital	4250 Auburn Blvd.	Sacramento	CA	95841-4100	*OOC	APH	X	X	
9	BHC Sierra Vista Hospital	8001 Bruceville Road	Sacramento	CA	95823-2329	*OOC	APH	X	X	
10	College Hospital Cerritos	10802 College Pl.	Cerritos	CA	90703-1505	4	APH	X	X	
11	College Hospital Costa Mesa	301 Victoria St.	Costa Mesa	CA	92627-1995	*OOC	GACH	X	X	
12	College Medical Center	2776 Pacific Ave.	Long Beach	CA	90806-2613	4	GACH	X	X	
13	Del Amo Hospital	23700 Camino Del Sol	Torrance	CA	90505-5017	4	APH	X	X	
14	Emanate Health Inter-Community Hosp	210 W. San Bernadino Rd.	Covina	CA	91723-1515	1	GACH	X	X	
15	Encino Hospital Medical Center	16237 Ventura Blvd.	Encino	Ca	91436-2201	3	GACH	X	X	
16	Glendale Memorial Hosp and Health Ctr	1420 S. CENTRAL AVE	Glendale	CA	91204-2508	5	GACH	X	X	
17	Huntington Memorial Hosp. Della Martin	100 W. California Blvd.	Pasadena	CA	91105-3010	5	GACH	X	X	
18	Joyce Eisenberg Keefer Medical Center	7150 Tampa Ave.	Reseda	CA	91335-3700	3	APH	X	X	
19	L.A. Downtown Medical Center	1711 W. Temple Street	Los Angeles	CA	90026-5421	1	GACH	X	X	
20	Mission Community Hosp.	14850 Roscoe Blvd.	Panorama City	CA	91402-4618	3	GACH	X	X	
21	Northridge Hospital Medical Center	18300 Roscoe Blvd.	Northridge	CA	91328-9920	3	GACH	X	X	
22	Pacifica Hospital of the Valley	9449 San Fernando Rd.	Sun Valley	CA	91352-1421	3	GACH	X	X	X
23	Providence Little Co of Mary MC San Pedro	1300 W. 7th St.	San Pedro	CA	90732-3505	4	GACH	X	X	
24	Resnick Neuropsychiatric Hosp. at UCLA	150 UCLA Medical Plaza	Los Angeles	CA	90095-0001	3	APH	X	X	
25	Sherman Oaks Hospital	4929 Van Nuys	Sherman Oaks	CA	91403-1702	3	GACH	X	X	
26	Southern CA Hosp. at Culver City	3828 Delmas Terrace	Culver City	CA	90232-2713	2	GACH	X	X	
27	Southern CA Hosp. at Van Nuys	14433 Emelita St.	Van Nuys	CA	91401-4213	3	GACH	X	X	
28	St. Francis Medical Center	3630 E. Imperial Hwy.	Lynwood	CA	90262-2636	4	GACH	X	X	
29	Tarzana Treatment Centers	18646 Oxnard Street	Tarzana	CA	91356-1411	3	APH	X	X	
30	USC Verdugo Hills Hospital	1812 Verdugo Blvd.	Glendale	CA	91208-1407	5	GACH	X	X	

***OOC stands for Out of County.**