COUNTY OF LOS ANGELES

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Director

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DEPARTMENT OF MENTAL HEALTH

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May 1, 2003

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 RENEW AGREEMENTS WITH INDIVIDUAL AND GROUP PROVIDERS FOR THE PROVISION OF SPECIALTY MENTAL HEALTH SERVICES FOR FISCAL YEARS 2003-2004, 2004-2005 AND 2005-2006
AND
APPROVAL OF REVISED AGREEMENT FORMATS FOR MEDI-CAL PROFESSIONAL SERVICES WITH INDIVIDUAL AND GROUP PROVIDERS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the request to renew Medi-Cal Professional Services Agreements with Individual and Group Providers for the provision of Medi-Cal specialty mental health services under Phase II Fee-For-Service (FFS) Medi-Cal Consolidation. These services will be funded by an annual State allocation for Medi-Cal Managed Care mental health services. The State allocation for Medi-Cal for the specialty mental health services has been included in Department of Mental Health's (DMH) Proposed Budget for Fiscal Year (FY) 2003-2004.

2. Approve and instruct the Director of Mental Health to prepare, sign, and execute Services Agreements with individuals and groups using Agreement formats substantially similar to Attachments I and II. The Medi-Cal Professional Services Agreements will be effective July 1, 2003 through June 30, 2006.

3. Approve two revised formats of the Medi-Cal Professional Services Agreement with Medi-Cal Individual and Group Providers (Attachments I and II, respectively). The revised formats are substantially similar to the formats that were approved by your Board on June 6, 2000, and now include newly Board-mandated clauses including "Health Insurance Portability and Accountability Act (HIPAA)," and other technical revisions.

4. Delegate authority to the Director of Mental Health to prepare, sign and execute future new Agreements with individual and group providers who have been credentialed by the Local Mental Health Plan (LMHP) and future Amendments to the Service Agreements for FY's 2003-2004, 2004-2005, and 2005-2006, provided that: 1) any revision shall reflect program and/or policy changes; 2) approval of County Counsel and the Chief Administrative Officer or his designee is obtained prior to any such Amendment; and 3) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

5. Delegate authority to the Director of Mental Health to terminate Agreements with: 1) individuals who request termination, are not credentialed, cannot be located because of failure to update an address, and are reported as deceased; and 2) groups that are disbanded. The Director of Mental Health shall notify the Board of Supervisors in writing of such terminations within 30 days after execution of each termination.

6. Instruct the Director of Mental Health to submit all necessary documents to the State Department of Mental Health (SDMH).

PURPOSE/JUSTIFICATON OF RECOMMENDED ACTIONS

The purpose of the recommended action(s) is to comply with an Agreement entered into with SDMH to continue providing specialty mental health services to all Medi-Cal beneficiaries in Los Angeles County within the scope of services defined in the contract. DMH contracts with Individual and Group Providers who agree to furnish covered services to Los Angeles County beneficiaries. All Agreements for specialty mental health services will expire on June 30, 2003.

Approval to renew these agreements will allow DMH to continue contracting with credentialed Medi-Cal providers now rendering specialty mental health services without interruption of services. It will also enable DMH to make appropriate payments to providers for services rendered.

Approval to delegate authority to the Director of Mental Health to terminate: 1) individual contract providers who request termination, are not credentialed, cannot be located because of failure to update an address, and are reported as deceased; and 2) groups that are disbanded will enable DMH to maintain cleaner records and utilize staff time more effectively.

Without approval of the recommended actions, specialty mental health services will no longer be available to County Medi-Cal beneficiaries.

Implementation of Strategic Plan Goals:

The recommended Board actions are consistent with the County's third goal – "Organizational Effectiveness", ensure that service delivery systems are efficient, effective and goal-oriented, and fourth goal "Fiscal Responsibility", strengthen the County's fiscal capacity. Approved services will be provided through the collaboration of government, private individuals, community based organizations, and group agencies.

FISCAL IMPACT/FINANCING

These Agreements do not have a maximum contract amount. Providers are reimbursed based on the State's adjudicated rates specified in the LMHP Provider Manual.

Funding was provided by SDMH in the amount $69,107,499, via Agreement 02-72022-000, to pay for professional specialty mental health services performed during FY 2002-2003. DMH entered into an Agreement with SDMH in 1998 for these services and has renewed the Agreement annually. It is expected that SDMH will continue to provide funding for these services in the future.

These funds consist of State Managed Care allocation and Federal Financial Participation Medi-Cal requested through the budget process for FY 2003-2004. There is no impact on net County cost for implementing the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 10, 1998, your Board approved the County's participation in the Phase II Medi-Cal Mental Health Consolidation under the DMH and the LMHP, effective June 1, 1998. DMH has entered into contractual agreements with over 800 individual and over 30 group providers who have met State and LMHP credentialing standards and has executed such agreements for the last five years.

The proposed action has been reviewed by the Chief Administrative Office, the Chief Administrative Office's Risk Manager and DMH's Fiscal and Program Staff. The formats, which also include Exhibit A – Medi-Cal Professional Service Provisions, and Exhibit B – Electronic Claims Submission are part of the Agreements have been approved as to form by County Counsel.

The new Agreement formats include new language mandated by the Board, including appropriate HIPAA language.

CONTRACTING PROCESS

State regulations require a contractual Agreement between DMH and FFS psychiatrists and psychologists who provide specialty mental health services to Medi-Cal beneficiaries. In addition, a contractual Agreement is required between DMH and Licensed Clinical Social Worker, Marriage and Family Therapist, and Registered Nurse providing Medi-Cal reimbursable specialty mental health services to Early and Periodic Screening, Diagnosis and Treatment Program beneficiaries. Credentialed service providers will continue to be offered a contract, and upon signing the Agreement will be enrolled in the LMHP provider network. The providers under contract will subsequently be eligible to be reimbursed for specialty mental health services provided under the LMHP.

IMPACT ON CURRENT SERVICES

Board action shall ensure that providers continue to render needed specialty mental health services without interruption to DMH clients as well as allowing new providers to join the LMHP to serve additional clients.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board action. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Mental Health's Contract Development and Administration Division at (213) 738-4684, when these documents are available.

Respectfully submitted,

Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:RK:CK:OAV

Attachments (2)

c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller
Chairperson, Mental Health Commission

Attachment I

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

CONTRACTOR:

_____ IK _____
Contract Number

_____ _____
Provider Number

Business Address: _____
Reference Number

_____

_____

Contractor's Headquarters Supervisorial District _____

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Contract No._____

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

THIS AGREEMENT is made and entered into this ____ day of _____, 200___, by and between the COUNTY OF LOS ANGELES (hereafter "County") and

_____

_____

_____

(hereafter "Contractor")

Business Address:

_____

_____

_____

_____

WHEREAS, County finds it necessary to provide eligible beneficiaries in Los Angeles County with a continuum of professional services authorized by the California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County has determined that it has an insufficient workforce to perform these services; and

WHEREAS, County is authorized to contract with providers for culturally sensitive and linguistically appropriate professional services for beneficiaries who are in need of specialty mental health services pursuant to California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County desires to contract with an independent Contractor for the purpose of providing Medi-Cal reimbursable professional services to beneficiaries of Los Angeles County pursuant to Government Code Section 31000; and

WHEREAS, Contractor has the expertise and requisite licensure to practice as a mental health professional and is qualified to provide the desired professional services for County in accordance with the terms, conditions, and all applicable Federal, State and local laws, ordinances, rules, regulations, manuals, guidelines and directives.

NOW, THEREFORE, Contractor and County agree as follows:

1. SERVICES TO BE PERFORMED: In consideration of the payments hereafter set forth, Contractor, under the direction of the Director of Mental Health or authorized designee, shall perform specialty mental health services for County in accordance with the terms, conditions, and covenants set forth herein, requirements in the Local Mental Health Plan (LMHP) Provider Manual, LMHP Provider Bulletins, Exhibit A (Service Provisions) attached hereto and incorporated herein by reference and Exhibit B (Electronic Claims Submission), B-1 (Electronic Claims Submission Signature Information Form), B-2 (Telecommunications Contractor and Subcontractor/biller Form) and B-3 (Certification on FFS Short-Doyle/Medi-Cal Claims), attached hereto and incorporated herein by reference, with the understanding that the County does not guarantee referrals.

2. TERM:

A. Period: The term of this Agreement shall commence on this _____ day of _____, 200__ and shall continue in full force and effect through _____.

B. Termination:

(1) Either party may terminate this Agreement at any time without cause by giving at least thirty (30) days prior written notice to the other party.

(2) This Agreement may be terminated by County immediately if the County and/or the State determine that:

(a) There is an immediate threat to the health and safety of beneficiaries; or

(b) Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

(c) Credentialing Review Committee (CRC) recommends termination;

(d) Contractor is deemed to be insolvent and/or in default; has received or offered gratuities; has solicited unlawfully or improperly; or

(e) Contractor has failed to comply with any of the provisions of Paragraphs 7 (Indemnification and Insurance), 9 (Delegation, Assignment and Subcontracting), 17 (Nondiscrimination in Services), 18 (Nondiscrimination in Employment), 21 (Conflict of Interest), 28 (Child Support Compliance Program), 29 (Licenses, Permits, Registrations, Accreditations, and Certificates), 33 (Certification of Drug-Free Workplace), and/or 36 (County Lobbyists).

(3) In the event that this Agreement is terminated or expires, all obligations to provide covered services under this Agreement shall automatically terminate on the effective date of the termination or expiration of this Agreement.

(a) Contractor shall be responsible for providing covered services to Contractor's current beneficiaries until the termination or expiration of this Agreement.

(b) Contractor shall remain liable for all costs related to all transfers of beneficiaries receiving services, shall not charge these costs to this Agreement, and shall not be reimbursed in any way.

(c) Contractor shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries until such expiration or termination of this Agreement.

3. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

5. PAYMENT:

A. Reimbursement:

(1) Reimbursement shall be based on the State's adjudication and approval of Contractor's Short-Doyle/Medi-Cal claim for the prevailing rates shown in the Rate Schedule(s) in the LMHP Provider Manual, or through the LMHP Provider Bulletins, which are published and distributed to Contractor by DMH's Medi-Cal Professional Services. Contractor hereby acknowledges receipt of the LMHP Provider Manual.

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

(3) Reimbursement shall only be made for Medi-Cal services on a properly submitted claim and which meets medical necessity as defined in the California Code of Regulations (CCR) Title 9, Chapter 11, Section 1820.205 and to the extent that funds allocated by State for County are available specifically for Medi-Cal services. Reimbursement at rates listed in the LMHP Provider Manual or the LMHP Provider Bulletins shall be payment in full, subject to third party liability and beneficiary share of cost, for the specialty mental health services provided to a beneficiary.

Contractor shall be solely liable and responsible for the accuracy and veracity of all data and information provided by Contractor to County for submission to the State in support of all claims for Early and Periodic Screening, Diagnosis and Treatment Program (EPSDT) Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Emergency Assistance services and for any subsequent State approvals or denials of such claims that are based on data and information provided by the Contractor.

(4) Contractor shall process all EPSDT Title XIX Medi-Cal and/or Title XIX Short-Doyle/Medi-Cal, and or Emergency Assistance Explanation of Balance (EOB) or other data within six months from the date of service as stated in the LMHP Provider Manual or the LMHP Provider Bulletins.

(5) Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from any such State denials, unresolved EOB claims, and/or Federal and/or State audit disallowances.

Further, Contractor agrees to hold harmless both the State and beneficiary in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

B. Suspension of Payment: County reserves the right to suspend or withhold payment if, at the sole discretion of Director, County determines that Contractor is in default under any of the provisions of this Agreement or if County does not receive State and/or Federal funding due to nonappropriation of funds.

C. Time Limit for Submitting Invoices: Contractor shall submit a claims form (HCFA 1500/CMS) for services to County for payment in accordance with the provisions specified in the LMHP Provider Manual. County shall not be obligated to reimburse Contractor for the services covered by any claim if Contractor submits the claim to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. Additionally, County shall not be obligated to reimburse Contractor where the claim does not meet applicable SD/MC requirements.

Contractor shall be responsible to ensure claims are submitted in a timely manner and denied claims are promptly corrected and resubmitted in order to comply with all applicable statutes of limitations.

D. Liquidated Damages: Contractor agrees to take full responsibility for submitting sufficient information to substantiate claim(s) for reimbursement. Contractor is solely responsible for all corrections and for timely return of denied or rejected claim(s) for reimbursement and for providing adequate justification for such claim(s). Should the same claim(s) be denied or rejected a second time for the same reason(s), Contractor agrees

to offset liquidated damages of $l for each and every resubmitted claim that LMHP determines was denied or rejected twice for the same reason.

E. Recovery of Overpayments: 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, the overpayment under this Agreement shall be due by Contractor to County.

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.

For State, County and other authorized agency audit and/or review exceptions, County shall recover the payment from Contractor within sixty days of the date of the applicable audit report or other determination of overpayment. If the State recovers the overpayment from County before the end of such sixty days, then County shall immediately recover the overpayment from Contractor. Within ten 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 be used as the method by which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to exceed such sixty days. If Contractor does not so notify County within such ten days or if Contractor fails to make payment of any overpayment to County as required, then the total amount of the overpayment, as determined by Director, shall be immediately due and payable. In its sole discretion, County may withhold future payments to Contractor under this Agreement to recover overpayments in the event that Contractor fails to comply with the remedies set forth in this paragraph.

F. Claims Submission: In accordance with the provisions specified in the LMHP Provider Manual, Contractor shall submit claims to County electronically. The procedures for submitting electronic claims for the LMHP's electronic billing systems shall be as set forth in Exhibit B (Electronic Claims Submission). Contractors submitting claims electronically shall follow the data specifications and format established which may be updated as needed through the LMHP Provider Manual and/or Bulletins by Electronic Data Systems Corporation (EDS).

6. PROVIDER RESPONSIBILITY FOR TREATMENT: This Agreement shall not alter the Contractor's relationship with its patients/clients, nor interfere with Contractor's professional responsibility to those patients/clients, regardless of any determination that services delivered are or are not eligible and authorized for Medi-Cal payment.

7. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Mental Health, 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

a) Specifically identify this Agreement.

b) Clearly evidence all coverages required in this Agreement.

c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

C. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

D. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

E. Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such reports shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

F. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

G. Insurance Coverage Requirements:

1) General Liability: (For all providers who perform services in private office or private homes)

The insurance needs to be (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

2) Automobile Liability: Contractor shall carry the minimum amount of automobile insurance required by the State of California. Contractor attests that he/she does not use his/her automobile on County business and does not transport patients while performing services under this Agreement. Contractor agrees to hold harmless and indemnify County for any and all claims in the event of injury to any person(s) or property during the term of this Agreement that leads anyone to pursue a claim against the County or its officers, agents, director, and employees.

3) Workers Compensation and Employers' Liability: **(For all providers with employees)** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars ($1,000,000)
Disease – policy limit:	One Million Dollars ($1,000,000)
Disease – each employee:	One Million Dollars ($1,000,000)

4) Professional Liability: All Contractors shall carry insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

8. INDEPENDENT STATUS OF CONTRACTOR: Contractor understands and agrees that all persons performing services pursuant to this Agreement are the sole employees of Contractor, who is an independent Contractor, and not employees of County. Contractor shall be solely liable and responsible for providing all persons performing work pursuant to this Agreement all compensation and benefits.

9. DELEGATION, ASSIGNMENT AND SUBCONTRACTING:

A. Delegation and Assignment: Without the written consent of the Director of Mental Health or authorized designee, Contractor shall not delegate or assign its rights under this Agreement, or both, either in whole or in part. Any assignment or delegation by Contractor without the written consent of the Director of Mental Health or designee shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to offset, recoupment, or other reduction for any claim, which Contractor may have against County.

B. Subcontracting: County and Contractor agree there will be no Subcontracting for any purpose except for Exhibit B (Electronic Claims Submission) during the term of the Agreement. In the event there is any subcontracting the following provisions apply:

(1) No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 9. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

(2) If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(a) The reasons for the particular subcontract.

(b) A detailed description of the services to be provided by the subcontract.

(c) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

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

(e) A copy of the proposed subcontract which shall contain the following provision: "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(f) A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision: "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7)." The Contractor will also be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.87).

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

(3) County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

(4) Contractor shall indemnify and hold harmless County, its officers, employees, agents, and the designated primary linkage and coordinating program from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any sub-contractor, including any officers, employees, or agents of any sub-contractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

(5) Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall

bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

(6) In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

(7) In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

(8) In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

(9) In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 9 or a blanket consent to any further subcontracting.

(10) In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors and their officers, employees, and agents.

(11) Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 9, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

(12) In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgment of Employer, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

(13) County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or its officers, employees, and agents.

(14) Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 9, including, but not limited to, consenting to any subcontracting.

10. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement and/or Exhibits, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

11. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 11 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. CONFIDENTIALITY:

A. Contractor shall comply with all applicable laws and regulations, including, but not limited to Sections 5328 through 5330, inclusive, and Section 14100.2 of the Welfare and Institutions Code and Title 42, United States Code of Federal Regulations, Section 431.300 et seq., regarding the confidentiality of beneficiary information.

B. Contractor shall not use identifying information for any purpose except for statistical information or carrying out the Contractor's obligations under this Agreement.

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

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

B. Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 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 PC Sections 11166 and 11167.

C. Contractor Staff:

(1) Although clerical and other nontreatment staff are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

(2) For the safety and welfare of elders, dependent adults, and minor children, Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and

prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

(3) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

14. MONITORING, QUALITY IMPROVEMENT, RECORDS, AND AUDITS:

A. Contractor shall establish clinical records in accordance with the structure and content specified by DMH. All services provided to a beneficiary, for which Medi-Cal reimbursement is sought, must be documented in this record in a manner which complies with all applicable regulations and standards established by SDMH and DMH. Contractor shall make clinical records available upon request to other County DMH contract providers who participate in the consolidated Medi-Cal program.

B. Contractor shall be responsible for complying with all SDMH and DMH quality improvement (QI) standards and requirements as specified in this Agreement, the LMHP Provider Manual, and all LMHP Provider Bulletins regarding QI.

C. Contractor agrees to provide clinical records to County, and any Federal or State department (e.g., SDMH, SDHS, State Department of Justice, United States Department of Health and Human Services, and the Controller General of the United States) having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies, at reasonable times during normal business hours, access to and the right to monitor all work performed under this Agreement, evaluate the quality, appropriateness and timeliness of services performed, and examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement.

D. Contractor shall maintain and preserve all records relating to this Agreement at a location in Los Angeles County for a minimum period of seven (7) years following the expiration or termination date of this Agreement, the discharge of the beneficiary or termination of services (except that the records of minors at the time of discharge shall be kept at least one year after such minor has reached the age of eighteen years and in any case not less than seven years), or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit.

E. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

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

15. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than every two years. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

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

17. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services to beneficiaries hereunder because of race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 17, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at 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 quota, 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 action to ensure that intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of payment, race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap or medical conditions.

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

18. NONDISCRIMINATION IN EMPLOYMENT:

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

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, medical condition, or political affiliation. Such action shall include, but is not limited to, the following: 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.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, ancestry, national origin, sex, age, marital status, physical or mental handicap, medical conditions, or political affiliation. Further, Contractor shall give written notice of its obligation under this Paragraph 18 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 18 when so requested by Director.

E. If County finds that any of the above provisions has been violated, the same shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 18, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

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

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

violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

21. CONFLICT OF INTEREST:

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

B. No employee, officer, or board member of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in the County's review and/or approval/denial of service plans of beneficiaries treated by Contractor or by entities in which they has a financial interest.

C. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts, which create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

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

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

24. CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

25. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction

of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

26. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to Title XIX of the Social Security Act, State, CCR Title 9, Chapter 11, Subchapter 1, Article 1, Section 1810 and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder and with contractual obligations of the LMHP under its contract with SDMH. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall comply with all Federal, State and local laws, and LMHP policies and procedures and guidelines regarding the confidentiality of mental health information. This includes, but may not be limited to, information obtained or released either directly by the Contractor or from or through DMH staff or its MIS.

C. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

D. Contractor shall maintain in effect an active compliance program in accordance with the Department of Health and Human Services, Office of the Inspector General, Publication of the OIG Compliance Program for Individual and Small Group Physician Practices (2000).

27. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the Ordinance are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of an Agreement with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same,

(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors/subconsultants of County Contractors.

28. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Acknowledgement of County's Commitment to Child Support Enforcement: The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "LA's Most Wanted: Delinquent Parent's" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

B. Contractor's Warranty of Adherence to County's Child Support Compliance Program:

(1) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Agreement 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.

(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 Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain 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 or spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

29. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, credentials, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. A copy of each such license, permit, registration, accreditation, credentials and certificates as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, upon request, to DMH's Contracts Development and Administration Division.

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

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

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

33. CERTIFICATION OF DRUG-FREE WORKPLACE: Contractor certifies and agrees that it shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing. Violation of this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

34. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property.

35. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing

regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

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

37. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

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

38. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that it is a 'covered entity' under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and Code Set, Privacy, and Security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA 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, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA Law and

implementing regulations related to Transactions and Code Set, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

39. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code), or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with County Contractor and has received or will receive an aggregate sum of $50,000 or more in an 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement

and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

40. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement, which may include, but not be limited to, changes in name or address, which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: _____

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_____

To County: Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: Chief of Contracts

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

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____
Contractor's Signature

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

OAV:Individual Boilerplate 2003-2006

County of Los Angeles – Department of Mental Health
Medi-Cal Professional Services Agreement

DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

A. Beneficiary means any individual certified as eligible under the Medi-Cal Program according to Title XXII, CCR, Section 51001.

B. Contractor means any independent health/mental health provider or organization certified or credentialed to provide services to beneficiaries and to contract with the Local Mental Health Plan (LMHP).

C. Center for Medicare and Medi-Cal Services (CMS) formerly Health Care Financing Administration (HCFA).

D. Credentialing Review Committee (CRC) means the confidential multi-disciplinary group, that ensures the initial and ongoing credentialing of the LMHP Network providers and applicants are evaluated and maintained in accordance with the credentialing and enrollment standards established by the LMHP.

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

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

G. Electronic or electronically when used to describe a form of claims submission means any claim submitted through any electronic means, such as telecommunications, or modem communications.

H. Fee-For-Service (FFS) means a fully capitated managed care system.

I. FFP means the Federal Financial Participation for Fee-For-Service Medi-Cal services as authorized by Title XIX of the Social Security Act, Title 42, United States Code of Federal Regulations, Section 1396 et seq.

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

K. Group Provider means an organization that provides specialty mental health services through two or more individual providers as defined in Title 9, CCR, Section 1810.218.2. Group providers may include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

L. HCFA means Health Care Financing Administration (HCFA).

M. Individual Provider means licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries under the LMHP. Individual providers include licensed physicians, licensed psychologists, licensed social workers, marriage family therapists and registered nurse with a master's degree within his/her scope of practice. Individual provider does not include licensed mental health professionals acting as employees of any agency or organization.

N. LMHP Medi-Cal Specialty Mental Health Services Network Provider Manual (hereafter "LMHP Provider Manual") means the document which contains the formal requirements, policies, procedures and rates of reimbursement governing the provision of specialty mental health professional services by LMHP enrolled and contracted network providers. The LMHP Provider Manual is incorporated into this Agreement by reference. Contractor hereby acknowledges receipt of the LMHP Provider Manual upon execution of this Agreement.

O. LMHP Network Provider Bulletin (hereafter "LMHP Provider Bulletin") means the publication periodically distributed by the LMHP to inform enrolled and contracted network providers of revisions and additions made to formal requirements, policies, procedures and rates of reimbursement outlined in the LMHP Provider Manual, that governs the provision of specialty mental health professional services to Los Angeles County Medi-Cal beneficiaries. All LMHP Provider Bulletins issued during the term of this Agreement shall be incorporated into this Agreement by reference.

P. Local Mental Health Plan (LMHP) means the entity responsible for managing specialty mental health services. In Los Angeles County, the Department of Mental Health is the LMHP.

Q. Medical Necessity means that the Medi-Cal beneficiary must meet certain treatment criteria in order to be eligible for the provision and reimbursement of specialty mental health services. Medical necessity requires the following three elements: 1) the presence of an included diagnosis as specified in the LMHP Provider Manual, 2) an impairment as a result of the mental disorder, and 3) intervention related criteria as defined in Title 9, California Code of Regulations, Chapter 11, Subchapter 3, Article 1830.205. A complete description of medical necessity for specialty mental health services that is the responsibility of the LMHP Provider Manual.

R. MIS means DMH's Management Information System.

S. Monitoring means the process by which the LMHP reserves the right to review services provided to beneficiaries being served by the LMHP through the review of documentation, including but not limited to, client outcomes, client satisfaction, claims, and time allotted to each procedure code.

T. Primary Linkage and Coordinating Programs means comprehensive mental health centers, both contracted agencies and directly operated programs designated by the LMHP to coordinate and monitor specialty mental health services for Medi-Cal beneficiaries serviced by the LMHP Network Providers.

U. SDHS means State's Department of Health Services.

V. SDMH means State's Department of Mental Health.

W. Specialty Mental Health Services means those mental health services provided pursuant to WIC Section 14680 and covered by the Procedure Codes listed in the LMHP Provider Manual.

X. State means the State of California.

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

Z. Title IX means the Title IX of the California Code of Regulations, Section 14680, Welfare and Institutions Code et seq.

AA. WIC means the California Welfare and Institutions Code.

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

EXHIBIT A - SERVICE PROVISIONS

A. Services to be delivered:

1. Contractor agrees to provide any or all of the following specialty services which falls within the scope and practice of the professional license granted by the State of California, or granted by a State with reciprocal agreements with the State of California which recognizes the mental health treatment standards and requirements of the other:

    - mental health assessment and evaluation services
    - medication services for mental health treatment
    - mental health treatment services
    - psychological testing services

    These services are described in the Department of Mental Health's (DMH) Policies and Procedures Manual and the DMH Local Mental Health Plan (LMHP) Medi-Cal Specialty Mental Health Services Network Provider Manual (LMHP Provider Manual).

2. The prescribing and/or administration of psychotropic medications and reevaluations for the purpose of determining the course of medication treatment *may only be reimbursed to a Board eligible or certified psychiatrist.* Medication storage shall adhere to procedures established for medication storage as specified in the LMHP Provider Manual.

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

4. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided by:*

    - Board eligible or certified Psychiatrists
    - Licensed Psychologists

5. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided to EPSDT Medi-Cal beneficiaries less than 21 years of age by*:

    - Licensed Clinical Social Workers
    - Marriage and Family Therapists
    - Master's level Registered Nurses certified to provide mental health services

B. Beneficiaries shall be registered and entered into the Department's Management Information System (MIS) as described in DMH's Policies and Procedures Manual and the LMHP Provider Manual.

C. Contractor shall comply with all documentation requirements according to the standards and guidelines developed by DMH. Services shall not be reimbursed without the required documentation.

D. Contractor agrees to provide services under this Agreement only to those beneficiaries who meet the medical necessity criteria established by the State Department of Mental Health (SDMH).

E. Contractor agrees that reimbursement for conjoint services shall be reimbursed at the same rate as individual services.

F. Contractor agrees to coordinate services through the Primary Linkage and Coordinating Program.

G. Contractor agrees to refer beneficiaries to DMH directly operated/contract programs when appropriate.

H. Contractor agrees to refer beneficiaries to the primary care physician when appropriate.

I. Contractor agrees to provide consultation services at the prevailing service rates provided in the LMHP Provider Manual and/or LMHP Provider Bulletins.

J. Contractor agrees to cooperate with the LMHP's Primary Linkage and Coordinating Program's request for information concerning services delivered for purposes of evaluation, audits or reviews.

K. Contractor agrees to maintain confidentiality as enumerated in all relevant laws, regulations, and statutes as apply to mental health services.

L. Contractor shall follow established procedures as outlined in the LMHP Provider Manual for beneficiary complaints and shall make records of beneficiary complaints available for authorized review by County.

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

EXHIBIT B

ELECTRONIC CLAIMS SUBMISSION

1. **Required Information:**

Contractor shall complete required forms and provide DMH with required information set forth in Exhibit B1 (Electronic Claims Submission Signature Information Form), B-2 (Telecommunications Contractor and Subcontractor/biller Form) and B-3 (Certification on Short-Doyle/Medi-Cal Claims), attached hereto and incorporated herein by reference.

2. **Claims Certification:**

Contractor agrees and certifies under penalty of perjury that all claims (HCFA 1500/CMS) for services submitted electronically have been personally provided to the beneficiary by the Contractor or under Contractor's direction by a person eligible to provide such services under the Medi-Cal Program and designated on the claim, as set forth in Exhibit B-3. Contractor also certifies that the specialty mental health services provided were medically indicated and necessary to the mental health of the beneficiary to the best of Contractor's knowledge. Contractor also certifies that all information submitted electronically is accurate and complete. Contractor understands that payment of these claims (HCFA 1500/CMS) will be from Federal and/or State funds, and that any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

Contractor agrees to include a Los Angeles County DMH issued Contractor Identification Number (PIN) that will identify the submitter and shall serve as acceptance to the terms and conditions of the Telecommunications Contractor and Subcontractor/Biller Form with each electronic claims submission. Contractor further acknowledges the necessity of maintaining the confidentiality of the DMH-issued PIN and agrees to bear full responsibility for use or misuse of the PIN should confidentiality not be maintained.

3. **Verification of Claims with Source Documents:**

a. Contractor retains personal responsibility for the development, transcription, data entry, and transmittal of all claims (HCFA 1500/CMS) information for payment regardless of whether Contractor employs a Biller including usual and customary charges for services rendered. Contractor shall also assume personal responsibility for verification of submitted claims with source documents. Contractor agrees that no claim shall be submitted until the required source documentation is completed and made readily retrievable in accordance with Medi-Cal statutes and regulations. Failure to make, maintain, or produce source documents shall be cause for immediate suspension of electronic billing privileges.

b. Contractor submitting claims (HCFA 1500/CMS) electronically shall follow the data specifications and format(s) established by DMH, which may be updated as needed through the LMHP Provider Manual and/or bulletins, and by Electronic Data Systems Corporation (EDS) for the LMHP's electronic billing system.

4. Accuracy and Correction of Claims or Payments:

Contractor agrees to be responsible for the review and verification of the accuracy of claims payment information. Contractor agrees to notify DMH and seek correction of any claim errors through the appropriate processes as designated by DMH or its fiscal intermediary including, but not limited to, the process set out in Title 22, California Code of Regulations, Section 51015 and, as these processes currently exist or hereafter may be amended. Contractor hereby acknowledges that anyone who misrepresents or falsifies or causes to be misrepresented (or falsified) any records or other information relating to that claim may be subject to legal action. Legal action may include but is not limited to, criminal prosecution, action for civil money penalties, administrative action to recover the funds, and decertification/debarment of the Contractor and/or its Subcontractor from participation in the Medi-Cal program and/or electronic billing.

5. Change in Electronic Billing Status:

Contractor and DMH shall agree that any change(s) in Contractor's status, including but not limited to name change, ownership change or merger, that might affect eligibility to participate in electronic billing pursuant to Federal and State law shall be promptly communicated to each party. These changes will be reviewed by DMH on a case-by-case basis to determine if the change in Contractor status will require the Contractor to re-enroll with DMH for electronic billing purposes.

6. Contractor's Reviews:

Contractor agrees that agents of the County of Los Angeles Department of Mental Health, the County of Los Angeles District Attorney's Office, the State Department of Mental Health, the Office of the State Controller, the California Department of Justice, or any other authorized agent or representative of the County of Los Angeles, State of California, or the U.S. Department of Health and Human Services may, from time to time, conduct such reviews as are necessary to ensure compliance with local, State, and Federal law and with this Agreement. In particular, Contractor agrees to make available to such agent or representative all source documents necessary to verify the accuracy and completeness of claims submitted electronically.

7. Agreement Between Contractor and Subcontractor (if other than the Contractor of Service):

Contractor agrees that any contract(s) with a Subcontractor to submit Medi-Cal electronic billings on behalf of Contractor shall be in conformance with the terms and conditions of this Agreement, as well as State law governing electronic claims submission, and shall contain provisions including, but not limited to, the following:

a. Contractor shall specifically designate the Subcontractor as the Agent to the Contractor for the purpose of preparation and submission of Medi-Cal claims. As the Contractor's agent, the Subcontractor shall agree to comply with all Medi-Cal requirements on record making and retention as established by statute and regulation including, but not limited to, Welfare and Institutions Code, Section 14124.1 and 14124 and Title 22, California Code of Regulations, Section 51476.

b. Electronic billing for services rendered to Medi-Cal beneficiaries shall be prepared by the Subcontractor solely from information supplied by the Contractor. This information includes usual and customary charges for services rendered. A printed representation of source documents as defined in Title 22, California Code of Regulations, Section 51502.1 shall be kept, including all information transmitted as a claim by the Contractor to the Subcontractor electronically, for a period of at least three years from the date of claims submission.

c. If a Department audit is initiated, the Subcontractor shall retain all original records until the County of Los Angeles audit is completed and every audit issue has been resolved, even if the retention

period extends beyond three years from the date of the service or termination of financial relationship or longer period required by federal or state law.

d. Contractor shall agree that the County of Los Angeles Department of Mental Health may accept electronic billings prepared, certified, and submitted by the Subcontractor on behalf of the Contractor only as long as the Agreement between the Contractor and the Subcontractor remains in existence and in effect and a copy is received by the Contracts Development and Administration Division.

e. Contractor shall submit a signed copy of the Subcontract between Contractor and Subcontractor to the Contracts Development and Administration Division. The copy of the signed Contract must include the following provision: "This Contract is a Subcontract under the terms of the prime Contract with the County of Los Angeles and shall be subject to all of the provisions of such prime Contract". If the Subcontract is in excess of $10,000 it shall also contain the following provision: "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under Contract (Government Code, Section 8546.7).

Contractor and Subcontractor shall notify the County of Los Angeles Department of Mental Health in writing immediately upon any change in or termination of the Subcontract.

f. Contractor acknowledges the existence of the Health Insurance Portability and Accountability Act (HIPAA) and will take necessary measures to comply with the law and its implementing regulations.

8. **Declaration of Intent:**

This Agreement is not intended as a limitation on the duties of the parties under the Medi-Cal Act, but rather as a means of clarifying those duties as they relate to the Contractor and/or its Subcontractor in their capacity as an authorized Contractor/Subcontractor for electronic billing. All parties understand and agree that 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. Furthermore, the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

9. **Contractor Holds County of Los Angeles Harmless:**

Contractor, and any Subcontractor hereto, shall agree to hold DMH and DMH's fiscal intermediary(ies) harmless for any and all failures to perform by billing services, billing software, or other features of electronic billing which do not occur with (hard copy) paper billing. Contractor shall agree that the Contractor is assuming any and all risks that accompany electronic billing and that the Contractor is not relying upon the evaluation, if any, that DMH has made of the electronic billing system, software, or Subcontractor the Contractor is using. Furthermore, Contractor shall acknowledge that if the electronic billing system, software, or Subcontractor is or has been listed as available in Medi-Cal bulletins or the DMH-LMHP information bulletins, that such listing was not an endorsement by DMH nor does it imply that the service, system, or software has met or is continuing to meet a standard of performance.

10. **Confidentiality of Records:**

Contractor shall agree to provide adequate precautions to protect the confidentiality of Medi-Cal beneficiary record and claims submission methods in accordance with all applicable State, Federal and local statutes, regulations, policies, procedures, guidelines and directives.

/

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

EXHIBIT B-1

ELECTRONIC CLAIMS SUBMISSION SIGNATURE INFORMATION FORM

Contractor Signature Information

I have read, understand and accept all the conditions set forth in Exhibit B as written.

_____

Contractor Full Printed Name Title

_____

Contractor Signature (***Do NOT use black ink***) Date

Subcontractor/Billing Service Information

_____

Name of Business or Corporation (Subcontractor/Billing Service)

_____

Contact's Full Printed Name (Subcontractor) Title

_____

Owner or Corporate Officer Signature (Subcontractor/Billing Service) Date

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

EXHIBIT B-2

TELECOMMUNICATIONS CONTRACTOR AND SUBCONTRACTOR/BILLER FORM
(For electronic claims submission)

CONTRACTOR INFORMATION

Contractor Name (full legal) _____ Phone No. _____

DBA (If applicable) _____ Provider Number used for Billing _____

Contractor Mailing Address _____ City _____ State _____ ZIP Code _____

Contractor Service Address _____ City _____ State _____ ZIP Code _____

Contact Person **(other than biller)** _____ Currently Assigned Submitter Number (PIN) (If none leave blank for new number) _____

Contact Address **(other than biller)** _____ City _____ State _____ ZIP Code _____

CONTRACTOR/BILLER INFORMATION (If other than the Contractor)

Subcontractor/Biller Name (full legal-Business/Corporation) _____ DBA (If applicable) _____ Phone Number _____

Subcontractor/Biller Address _____ City _____ State _____ ZIP Code _____

Contact Person (Biller) _____ Currently Assigned Submitter Number (PIN) (If none, leave blank for new number) _____

Full legal name required as well as any assumed DBA name, address, and Medi-Cal Contractor number. The parties identified above will be hereinafter referred to as the "Contractor" and/or "Subcontractor"/"Biller". **A separate form must be completed for each Contractor's Provider Number.**

Format Type (check all that apply):

☐ ANSI 837 (Claim Type 05) ☐ Medi-Cal 40-1(Claim Type 05)

Submission Type:

☐ ECS Telecommunications

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

CERTIFICATION ON SHORT-DOYLE/MEDI-CAL CLAIM
(MH1982) for Fiscal Year(s) 2003-2004, 2004-2005 & 2005-2006

FEE-FOR-SERVICE LEGAL ENTITY NAME: EXHIBIT B-3

PROVIDER NUMBER(S): | | | | | | | | | |

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services at (Legal Entity Name) _____ in and for said claimant; that this legal entity has not violated any of the provisions of Section 1090 through 1098 of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief this claim is in all respects true, correct, and in accordance with law. I agree and shall certify under penalty of perjury that all claims for services that provided to County Mental Health clients have been provided to the clients by this provider.

I also certify that the services were, to the best of my knowledge, provided in accordance with the client's written treatment plan and that all information either entered into the MIS or submitted on the MH1980 is accurate and complete. This legal entity understands that payment of these claims will be from Federal and /or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws. This legal entity agrees to keep for a minimum period of seven years from the date of service (except for children for whom records should be retained until 18 years of age) or until the audit is settled, a printed representation of all records that are necessary to disclose fully the extent of services furnished to the client. This legal entity agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board, or their duly authorized representatives. Amounts claimed herein for the Health Families program are only for children between the ages of one (1) year old to their nineteenth (19th) birthday who were assessed or treated for a serious emotional disturbance (SED). This legal entity also agrees that services are offered and provided without discrimination based on race, religion, color national or ethnic origin, sex, age, or physical or mental disability. In addition, this legal entity does meet the requirements of DMH Letters No. 95-01 and 95-06 the crossover billing for Medicare, Medi-Cal and private insurance.

Name of person authorized to sign _____
Please print

Signature _____ Telephone # _____ Date _____
Executive Director/Clinic Manager

F:\Short Doyle\Cert 1982 Form-FFS.doc

Attachment II

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

CONTRACTOR:

_____ GK _____
Contract Number

_____
Provider Number

Business Address:

_____
Reference Number

_____

_____

Supervisorial District _____

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ATTACHMENTS

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Contract No. GK _____

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

THIS AGREEMENT is made and entered into this ____ day of _____, 200___, by and between the COUNTY OF LOS ANGELES (hereafter "County") and

_____

_____

_____

(hereafter "Contractor")

Business Address:

_____

_____

_____

_____

WHEREAS, County finds it necessary to provide eligible beneficiaries in Los Angeles County with a continuum of professional services authorized by the California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County has determined that it has an insufficient workforce to perform these services; and

WHEREAS, County is authorized to contract with providers for culturally sensitive and linguistically appropriate professional services for beneficiaries who are in need of specialty mental health services pursuant to California Welfare and Institutions Code Section 5775 et seq.; and

WHEREAS, County desires to contract with an independent Contractor for the purpose of providing Medi-Cal reimbursable professional services to beneficiaries of Los Angeles County pursuant to Government Code Section 31000; and

WHEREAS, Contractor has the expertise and requisite licensure to practice as a mental health professional and is qualified to provide the desired professional services for County in accordance with the terms, conditions, and all applicable Federal, State and local laws, ordinances, rules, regulations, manuals, guidelines and directives.

NOW, THEREFORE, Contractor and County agree as follows:

1. SERVICES TO BE PERFORMED: In consideration of the payments hereafter set forth, Contractor, under the direction of the Director of Mental Health or authorized designee, shall perform specialty mental health services for County in accordance with the terms, conditions, and covenants set forth herein, requirements in the Local Mental Health Plan (LMHP) Provider Manual, LMHP Provider Bulletins, Exhibit A (Service Provisions) attached hereto and incorporated herein by reference and Exhibit B (Electronic Claims Submission), B-1 (Electronic Claims Submission Signature Information Form), B-2 (Telecommunications Contractor and Subcontractor/biller Form) and B-3 (Certification on FFS Short-Doyle/Medi-Cal Claims), attached hereto and incorporated herein by reference, with the understanding that the County does not guarantee referrals.

2. TERM:

A. Period: The term of this Agreement shall commence on this _____ day of _____, 200__ and shall continue in full force and effect through _____.

B. Termination:

(1) Either party may terminate this Agreement at any time without cause by giving at least thirty (30) days prior written notice to the other party.

(2) This Agreement may be terminated by County immediately if the County and/or the State determine that:

(a) There is an immediate threat to the health and safety of beneficiaries; or

(b) Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

(c) Credentialing Review Committee (CRC) recommends termination;

(d) Contractor is deemed to be insolvent and/or in default; has received or offered gratuities; has solicited unlawfully or improperly; or

(e) Contractor has failed to comply with any of the provisions of Paragraphs 7 (Indemnification and Insurance), 9 (Delegation, Assignment and Subcontracting), 17 (Nondiscrimination in Services), 18 (Nondiscrimination in Employment), 21 (Conflict of Interest), 28 (Child Support Compliance Program), 29 (Licenses, Permits, Registrations, Accreditations, and Certificates), 34 (Certification of Drug-Free Workplace), and/or 37 (County Lobbyists).

(3) In the event that this Agreement is terminated or expires, all obligations to provide covered services under this Agreement shall automatically terminate on the effective date of the termination or expiration of this Agreement.

(a) Contractor shall be responsible for providing covered services to Contractor's current beneficiaries until the termination or expiration of this Agreement.

(b) Contractor shall remain liable for all costs related to all transfers of beneficiaries receiving services, shall not charge these costs to this Agreement, and shall not be reimbursed in any way.

(c) Contractor shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries until such expiration or termination of this Agreement.

3. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

5. PAYMENT:

A. Reimbursement:

(1) Reimbursement shall be based on the State's adjudication and approval of Contractor's Short-Doyle/Medi-Cal claim for the prevailing rates shown in the Rate Schedule(s) in the LMHP Provider Manual, or through the LMHP Provider Bulletins, which are published and distributed to Contractor by DMH's Medi-Cal Professional Services. Contractor hereby acknowledges receipt of the LMHP Provider Manual.

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

(3) Reimbursement shall only be made for Medi-Cal services on a properly submitted claim and which meets medical necessity as defined in the California Code of Regulations (CCR) Title 9, Chapter 11, Section 1820.205 and to the extent that funds allocated by State for County are available specifically for Medi-Cal services. Reimbursement at rates listed in the LMHP Provider Manual or the LMHP Provider Bulletins shall be payment in full, subject to third party liability and beneficiary share of cost, for the specialty mental health services provided to a beneficiary.

Contractor shall be solely liable and responsible for the accuracy and veracity of all data and information provided by Contractor to County for submission to the State in support of all claims for Early and Periodic Screening, Diagnosis and Treatment Program (EPSDT) Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Emergency Assistance services and for any subsequent State approvals or denials of such claims that are based on data and information provided by the Contractor.

(4) Contractor shall process all EPSDT Title XIX Medi-Cal and/or Title XIX Short-Doyle/Medi-Cal, and or Emergency Assistance Explanation of Balance (EOB) or other data within six months from the date of service as stated in the LMHP Provider Manual or the LMHP Provider Bulletins.

(5) Notwithstanding any other provision of this Agreement, Contractor shall hold County harmless from and against any loss to Contractor resulting from any such State denials, unresolved EOB claims, and/or Federal and/or State audit disallowances.

Further, Contractor agrees to hold harmless both the State and beneficiary in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

B. Suspension of Payment: County reserves the right to suspend or withhold payment if, at the sole discretion of Director, County determines that Contractor is in default under any of the provisions of this Agreement or if County does not receive State and/or Federal funding due to nonappropriation of funds.

C. Time Limit for Submitting Invoices: Contractor shall submit a claims form (HCFA 1500/CMS) for services to County for payment in accordance with the provisions specified in the LMHP Provider Manual. County shall not be obligated to reimburse Contractor for the services covered by any claim if Contractor submits the claim to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. Additionally, County shall not be obligated to reimburse Contractor where the claim does not meet applicable SD/MC requirements.

Contractor shall be responsible to ensure claims are submitted in a timely manner and denied claims are promptly corrected and resubmitted in order to comply with all applicable statutes of limitations.

D. Liquidated Damages: Contractor agrees to take full responsibility for submitting sufficient information to substantiate claim(s) for reimbursement. Contractor is solely responsible for all corrections and for timely return of denied or rejected claim(s) for reimbursement and for providing adequate justification for such claim(s). Should the same claim(s) be denied or rejected a second time for the same reason(s), Contractor agrees to offset liquidated damages of $l for each and every resubmitted claim that LMHP determines was denied or rejected twice for the same reason.

E. Recovery of Overpayments: 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, the overpayment under this Agreement shall be due by Contractor to County.

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.

For State, County and other authorized agency audit and/or review exceptions, County shall recover the payment from Contractor within sixty days of the date of the applicable audit report or other determination of overpayment. If the State recovers the overpayment from County before the end of such sixty days, then County shall immediately recover the overpayment from Contractor. Within ten 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 be used as the method by which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to exceed such sixty days. If Contractor does not so notify County within such ten days or if Contractor fails to make payment of any overpayment to County as required, then the total amount of the overpayment, as determined by Director, shall be immediately due and payable. In its sole discretion, County may withhold future payments to Contractor under this Agreement to recover overpayments in the event that Contractor fails to comply with the remedies set forth in this paragraph.

F. Claims Submission: In accordance with the provisions specified in the LMHP Provider Manual, Contractor shall submit claims to County electronically. The procedures for submitting electronic claims for the LMHP's electronic billing systems shall be as set forth in Exhibit B (Electronic Claims Submission). Contractors submitting claims electronically shall follow the data specifications and format established which may be updated as needed through the LMHP Provider Manual and/or Bulletins by Electronic Data Systems Corporation (EDS).

6. PROVIDER RESPONSIBILITY FOR TREATMENT: This Agreement shall not alter the Contractor's relationship with its patients/clients, nor interfere with Contractor's professional responsibility to those patients/clients, regardless of any determination that services delivered are or are not eligible and authorized for Medi-Cal payment.

7. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Mental Health, 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

a) Specifically identify this Agreement.

b) Clearly evidence all coverages required in this Agreement.

c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

C. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

D. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

E. Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such reports shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

F. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

G. Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. Insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars ($1,000,000)
Disease – policy limit:	One Million Dollars ($1,000,000)
Disease – each employee:	One Million Dollars ($1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

8. INDEPENDENT STATUS OF CONTRACTOR: Contractor understands and agrees that all persons performing services pursuant to this Agreement are the sole employees of Contractor, who is an independent Contractor, and not employees of County. Contractor shall be solely liable and responsible for providing all persons performing work pursuant to this Agreement all compensation and benefits.

9. DELEGATION, ASSIGNMENT AND SUBCONTRACTING:

A. Delegation and Assignment: Without the written consent of the Director of Mental Health or authorized designee, Contractor shall not delegate or assign its rights under this Agreement, or both, either in whole or in part. Any assignment or delegation by Contractor without the written consent of the Director of Mental Health or designee shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be subject to offset, recoupment, or other reduction for any claim, which Contractor may have against County.

B. Subcontracting:

(1) No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 9. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

(2) If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(a) The reasons for the particular subcontract.

(b) A detailed description of the services to be provided by the subcontract.

(c) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

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

(e) A copy of the proposed subcontract which shall contain the following provision: "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(f) A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision: "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7)." The Contractor will also be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7.).

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

(3) County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

(4) Contractor shall indemnify and hold harmless County, its officers, employees, agents, and the designated primary linkage and coordinating program from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any sub-contractor, including any officers, employees, or agents of any sub-contractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

(5) Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

(6) In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

(7) In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to

Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

(8) In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

(9) In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 9 or a blanket consent to any further subcontracting.

(10) In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors and their officers, employees, and agents.

(11) Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 9, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

(12) In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgment of Employer, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

(13) County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or its officers, employees, and agents.

(14) Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 9, including, but not limited to, consenting to any subcontracting.

10. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement and/or Exhibits, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

11. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 11 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. CONFIDENTIALITY:

A. Contractor shall comply with all applicable laws and regulations, including, but not limited to Sections 5328 through 5330, inclusive, and Section 14100.2 of the Welfare and Institutions Code and Title 42,

United States Code of Federal Regulations, Section 431.300 et seq., regarding the confidentiality of beneficiary information.

B. Contractor shall not use identifying information for any purpose except for statistical information or carrying out the Contractor's obligations under this Agreement.

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

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

B. Minor Children Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 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 PC Sections 11166 and 11167.

C. Contractor Staff:

(1) Although clerical and other nontreatment staff are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

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

(3) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

14. MONITORING, QUALITY IMPROVEMENT, RECORDS, AND AUDITS:

A. Contractor shall establish clinical records in accordance with the structure and content specified by DMH. All services provided to a beneficiary, for which Medi-Cal reimbursement is sought, must be documented in this record in a manner which complies with all applicable regulations and standards established by SDMH and DMH. Contractor shall make clinical records available upon request to other County DMH contract providers who participate in the consolidated Medi-Cal program.

B. Contractor shall be responsible for complying with all SDMH and DMH quality improvement (QI) standards and requirements as specified in this Agreement, the LMHP Provider Manual, and all LMHP Provider Bulletins regarding QI.

C. Contractor agrees to provide clinical records to County, and any Federal or State department (e.g., SDMH, SDHS, State Department of Justice, United States Department of Health and Human Services, and the Controller General of the United States) having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies, at reasonable times during normal business hours, access to and the right to monitor all work performed under this Agreement, evaluate the quality, appropriateness and timeliness of services performed, and examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement.

D. Contractor shall maintain and preserve all records relating to this Agreement at a location in Los Angeles County for a minimum period of seven (7) years following the expiration or termination date of this Agreement, the discharge of the beneficiary or termination of services (except that the records of minors at the time of discharge shall be kept at least one year after such minor has reached the age of eighteen years and in any case not less than seven years), or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit.

E. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

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

15. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than every two years. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

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

17. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services to beneficiaries hereunder because of race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 17, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at 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 quota, 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 action to ensure that intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of payment, race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap or medical conditions.

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

18. NONDISCRIMINATION IN EMPLOYMENT:

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

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap, medical condition, or political affiliation. Such action shall include, but is not limited to, the following: 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.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, ancestry, national origin, sex, age, marital status, physical or mental handicap, medical conditions, or political affiliation. Further, Contractor shall give written notice of its obligation under this Paragraph 18 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 18 when so requested by Director.

E. If County finds that any of the above provisions has been violated, the same shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 18, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

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

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

21. CONFLICT OF INTEREST:

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

B. No employee, officer, or board member of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in the County's review and/or approval/denial of service plans of beneficiaries treated by Contractor or by entities in which they has a financial interest.

C. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts, which create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

22. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing

with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

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

24. CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

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

26. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to Title XIX of the Social Security Act, State, CCR Title 9, Chapter 11, Subchapter 1, Article 1, Section 1810 and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder and with contractual obligations of the LMHP under its contract with SDMH. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall comply with all Federal, State and local laws, and LMHP policies and procedures and guidelines regarding the confidentiality of mental health information. This includes, but may not be limited to, information obtained or released either directly by the Contractor or from or through DMH staff or its MIS.

C. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

D. Contractor shall maintain in effect an active compliance program in accordance with the Department of Health and Human Services, Office of the Inspector General, Publication of the OIG Compliance Program for Individual and Small Group Physician Practices (2000).

27. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the Ordinance are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

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

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors/subconsultants of County Contractors.

28. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Acknowledgement of County's Commitment to Child Support Enforcement: The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "LA's Most Wanted: Delinquent Parent's" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

B. Contractor's Warranty of Adherence to County's Child Support Compliance Program:

(1) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Agreement 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.

(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 Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain 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 or spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

29. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, credentials, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. A copy of each such license, permit, registration, accreditation, credentials and certificates as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, upon request, to DMH's Contracts Development and Administration Division.

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

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

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

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

34. CERTIFICATION OF DRUG-FREE WORKPLACE: Contractor certifies and agrees that it shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). Contractor

and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing. Violation of this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

35. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property.

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

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

38. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

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

39. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations

("HIPAA"). Contractor understands and agrees that it is a 'covered entity' under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and Code Set, Privacy, and Security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA 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, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

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

40. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code), or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with County Contractor and has received or will receive an aggregate sum of $50,000 or more in an 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses

any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

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

41. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement, which may include, but not be limited to, changes in name or address, which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: _____

_____

_____

_____

To County: Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: Chief of Contracts

/

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

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

_____
Contractor's Tax I.D. Number

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE IF APPLICABLE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

OAV:IGroup Boilerplate 2003-2006

CONTRACTOR:_____

PLEASE NOTE: You may only bill for services provided by individuals on this list and/or those added by DMH Medi-Cal Professional Services – Provider Credentialing.

ADDITIONAL GROUP PROVIDERS

The following providers provide specialty mental health services on behalf of the group and are covered under the required group insurance(s):

LIST OF PROVIDER(S) UNDER CONTRACT WITH GROUP:

CONTRACTOR NAME/DISCIPLINE	CONTRACTOR NAME/DISCIPLINE	CONTRACTOR NAME/DISCIPLINE

LIST OF PROVIDER(S) EMPLOYED BY GROUP:

EMPLOYEE NAME/DISCIPLINE	EMPLOYEE NAME/DISCIPLINE	EMPLOYEE NAME/DISCIPLINE

Send us a **copy** of your contract (following sub-contracting guidelines in the Agreement) with individuals(s) you contract with. Have these individual(s) complete the **Subcontractor Employee Acknowledgement of Employer Form** and retain in your files. Employees need to complete the **Contractor Employee Acknowledgement of Employer Form** and retain in your files.

Deletions/changes must be submitted in writing to Contracts Development and Administration Division, 550 S. Vermont, 5th Floor, Los Angeles, CA 90020, Attention: Fee-For-Service Managed Care Section.

Photocopy this form if you need additional space.

County of Los Angeles – Department of Mental Health
Medi-Cal Professional Services Agreement

DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

A. Beneficiary means any individual certified as eligible under the Medi-Cal Program according to Title XXII, CCR, Section 51001.

B. Contractor means any independent health/mental health provider or organization certified or credentialed to provide services to beneficiaries and to contract with the Local Mental Health Plan (LMHP).

C. Center for Medicare and Medi-Cal Services (CMS) formerly Health Care Financing Administration (HCFA).

D. Credentialing Review Committee (CRC) means the confidential multi-disciplinary group, that ensures the initial and ongoing credentialing of the LMHP Network providers and applicants are evaluated and maintained in accordance with the credentialing and enrollment standards established by the LMHP.

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

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

G. Electronic or electronically when used to describe a form of claims submission means any claim submitted through any electronic means, such as telecommunications, or modem communications.

H. Fee-For-Service (FFS) means a fully capitated managed care system.

I. FFP means the Federal Financial Participation for Fee-For-Service Medi-Cal services as authorized by Title XIX of the Social Security Act, Title 42, United States Code of Federal Regulations, Section 1396 et seq.

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

K. Group Provider means an organization that provides specialty mental health services through two or more individual providers as defined in Title 9, CCR, Section 1810.218.2. Group providers may include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

L. HCFA means Health Care Financing Administration (HCFA).

M. Individual Provider means licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries under the LMHP. Individual providers include licensed physicians, licensed psychologists, licensed social workers, marriage family therapists and registered nurse with a master's degree within his/her scope of practice. Individual provider does not include licensed mental health professionals acting as employees of any agency or organization.

N. LMHP Medi-Cal Specialty Mental Health Services Network Provider Manual (hereafter "LMHP Provider Manual") means the document which contains the formal requirements, policies, procedures and rates of reimbursement governing the provision of specialty mental health professional services by LMHP enrolled and contracted network providers. The LMHP Provider Manual is incorporated into this Agreement by reference. Contractor hereby acknowledges receipt of the LMHP Provider Manual upon execution of this Agreement.

O. LMHP Network Provider Bulletin (hereafter "LMHP Provider Bulletin") means the publication periodically distributed by the LMHP to inform enrolled and contracted network providers of revisions and additions made to formal requirements, policies, procedures and rates of reimbursement outlined in the LMHP Provider Manual, that governs the provision of specialty mental health professional services to Los Angeles County Medi-Cal beneficiaries. All LMHP Provider Bulletins issued during the term of this Agreement shall be incorporated into this Agreement by reference.

P. Local Mental Health Plan (LMHP) means the entity responsible for managing specialty mental health services. In Los Angeles County, the Department of Mental Health is the LMHP.

Q. Medical Necessity means that the Medi-Cal beneficiary must meet certain treatment criteria in order to be eligible for the provision and reimbursement of specialty mental health services. Medical necessity requires the following three elements: 1) the presence of an included diagnosis as specified in the LMHP Provider Manual, 2) an impairment as a result of the mental disorder, and 3) intervention related criteria as defined in Title 9, California Code of Regulations, Chapter 11, Subchapter 3, Article 1830.205. A complete description of medical necessity for specialty mental health services that is the responsibility of the LMHP Provider Manual.

R. MIS means DMH's Management Information System.

S. Monitoring means the process by which the LMHP reserves the right to review services provided to beneficiaries being served by the LMHP through the review of documentation, including but not limited to, client outcomes, client satisfaction, claims, and time allotted to each procedure code.

T. Primary Linkage and Coordinating Programs means comprehensive mental health centers, both contracted agencies and directly operated programs designated by the LMHP to coordinate and monitor specialty mental health services for Medi-Cal beneficiaries serviced by the LMHP Network Providers.

U. SDHS means State's Department of Health Services.

V. SDMH means State's Department of Mental Health.

W. Specialty Mental Health Services means those mental health services provided pursuant to WIC Section 14680 and covered by the Procedure Codes listed in the LMHP Provider Manual.

X. State means the State of California.

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

Z. Title IX means the Title IX of the California Code of Regulations, Section 14680, Welfare and Institutions Code et seq.

AA. WIC means the California Welfare and Institutions Code.

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

EXHIBIT A - SERVICE PROVISIONS

A. Services to be delivered:

1. Contractor agrees to provide any or all of the following specialty services which falls within the scope and practice of the professional license granted by the State of California, or granted by a State with reciprocal agreements with the State of California which recognizes the mental health treatment standards and requirements of the other:

    - mental health assessment and evaluation services
    - medication services for mental health treatment
    - mental health treatment services
    - psychological testing services

    These services are described in the Department of Mental Health's (DMH) Policies and Procedures Manual and the DMH Local Mental Health Plan (LMHP) Medi-Cal Specialty Mental Health Services Network Provider Manual (LMHP Provider Manual).

2. The prescribing and/or administration of psychotropic medications and reevaluations for the purpose of determining the course of medication treatment *may only be reimbursed to a Board eligible or certified psychiatrist.* Medication storage shall adhere to procedures established for medication storage as specified in the LMHP Provider Manual.

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

4. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided by:*

    - Board eligible or certified Psychiatrists
    - Licensed Psychologists

5. Individual providers *shall be reimbursed under appropriate and specified circumstances for services provided to EPSDT Medi-Cal beneficiaries less than 21 years of age by:*

    - Licensed Clinical Social Workers
    - Marriage and Family Therapists
    - Master's level Registered Nurses certified to provide mental health services

B. Beneficiaries shall be registered and entered into the Department's Management Information System (MIS) as described in DMH's Policies and Procedures Manual and the LMHP Provider Manual.

C. Contractor shall comply with all documentation requirements according to the standards and guidelines developed by DMH. Services shall not be reimbursed without the required documentation.

D. Contractor agrees to provide services under this Agreement only to those beneficiaries who meet the medical necessity criteria established by the State Department of Mental Health (SDMH).

E. Contractor agrees that reimbursement for conjoint services shall be reimbursed at the same rate as individual services.

F. Contractor agrees to coordinate services through the Primary Linkage and Coordinating Program.

G. Contractor agrees to refer beneficiaries to DMH directly operated/contract programs when appropriate.

H. Contractor agrees to refer beneficiaries to the primary care physician when appropriate.

I. Contractor agrees to provide consultation services at the prevailing service rates provided in the LMHP Provider Manual and/or LMHP Provider Bulletins.

J. Contractor agrees to cooperate with the LMHP's Primary Linkage and Coordinating Program's request for information concerning services delivered for purposes of evaluation, audits or reviews.

K. Contractor agrees to maintain confidentiality as enumerated in all relevant laws, regulations, and statutes as apply to mental health services.

L. Contractor shall follow established procedures as outlined in the LMHP Provider Manual for beneficiary complaints and shall make records of beneficiary complaints available for authorized review by County.

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

EXHIBIT B

ELECTRONIC CLAIMS SUBMISSION

1. **Required Information:**

Contractor shall complete required forms and provide DMH with required information set forth in Exhibit B1 (Electronic Claims Submission Signature Information Form), B-2 (Telecommunications Contractor and Subcontractor/biller Form) and B-3 (Certification on Short-Doyle/Medi-Cal Claims), attached hereto and incorporated herein by reference.

2. **Claims Certification:**

Contractor agrees and certifies under penalty of perjury that all claims (HCFA 1500/CMS) for services submitted electronically have been personally provided to the beneficiary by the Contractor or under Contractor's direction by a person eligible to provide such services under the Medi-Cal Program and designated on the claim, as set forth in Exhibit B-3. Contractor also certifies that the specialty mental health services provided were medically indicated and necessary to the mental health of the beneficiary to the best of Contractor's knowledge. Contractor also certifies that all information submitted electronically is accurate and complete. Contractor understands that payment of these claims (HCFA 1500/CMS) will be from Federal and/or State funds, and that any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

Contractor agrees to include a Los Angeles County DMH issued Contractor Identification Number (PIN) that will identify the submitter and shall serve as acceptance to the terms and conditions of the Telecommunications Contractor and Subcontractor/Biller Form with each electronic claims submission. Contractor further acknowledges the necessity of maintaining the confidentiality of the DMH-issued PIN and agrees to bear full responsibility for use or misuse of the PIN should confidentiality not be maintained.

3. **Verification of Claims with Source Documents:**

a. Contractor retains personal responsibility for the development, transcription, data entry, and transmittal of all claims (HCFA 1500/CMS) information for payment regardless of whether Contractor employs a Biller including usual and customary charges for services rendered. Contractor shall also assume personal responsibility for verification of submitted claims with source documents. Contractor agrees that no claim shall be submitted until the required source documentation is completed and made readily retrievable in accordance with Medi-Cal statutes and regulations. Failure to make, maintain, or produce source documents shall be cause for immediate suspension of electronic billing privileges.

b. Contractor submitting claims (HCFA 1500/CMS) electronically shall follow the data specifications and format(s) established by DMH, which may be updated as needed through the LMHP Provider Manual and/or bulletins, and by Electronic Data Systems Corporation (EDS) for the LMHP's electronic billing system.

4. Accuracy and Correction of Claims or Payments:

Contractor agrees to be responsible for the review and verification of the accuracy of claims payment information. Contractor agrees to notify DMH and seek correction of any claim errors through the appropriate processes as designated by DMH or its fiscal intermediary including, but not limited to, the process set out in Title 22, California Code of Regulations, Section 51015 and, as these processes currently exist or hereafter may be amended. Contractor hereby acknowledges that anyone who misrepresents or falsifies or causes to be misrepresented (or falsified) any records or other information relating to that claim may be subject to legal action. Legal action may include but is not limited to, criminal prosecution, action for civil money penalties, administrative action to recover the funds, and decertification/debarment of the Contractor and/or its Subcontractor from participation in the Medi-Cal program and/or electronic billing.

5. Change in Electronic Billing Status:

Contractor and DMH shall agree that any change(s) in Contractor's status, including but not limited to name change, ownership change or merger, that might affect eligibility to participate in electronic billing pursuant to Federal and State law shall be promptly communicated to each party. These changes will be reviewed by DMH on a case-by-case basis to determine if the change in Contractor status will require the Contractor to re-enroll with DMH for electronic billing purposes.

6. Contractor's Reviews:

Contractor agrees that agents of the County of Los Angeles Department of Mental Health, the County of Los Angeles District Attorney's Office, the State Department of Mental Health, the Office of the State Controller, the California Department of Justice, or any other authorized agent or representative of the County of Los Angeles, State of California, or the U.S. Department of Health and Human Services may, from time to time, conduct such reviews as are necessary to ensure compliance with local, State, and Federal law and with this Agreement. In particular, Contractor agrees to make available to such agent or representative all source documents necessary to verify the accuracy and completeness of claims submitted electronically.

7. Agreement Between Contractor and Subcontractor (if other than the Contractor of Service):

Contractor agrees that any contract(s) with a Subcontractor to submit Medi-Cal electronic billings on behalf of Contractor shall be in conformance with the terms and conditions of this Agreement, as well as State law governing electronic claims submission, and shall contain provisions including, but not limited to, the following:

a. Contractor shall specifically designate the Subcontractor as the Agent to the Contractor for the purpose of preparation and submission of Medi-Cal claims. As the Contractor's agent, the Subcontractor shall agree to comply with all Medi-Cal requirements on record making and retention as established by statute and regulation including, but not limited to, Welfare and Institutions Code, Section 14124.1 and 14124 and Title 22, California Code of Regulations, Section 51476.

b. Electronic billing for services rendered to Medi-Cal beneficiaries shall be prepared by the Subcontractor solely from information supplied by the Contractor. This information includes usual and customary charges for services rendered. A printed representation of source documents as defined in Title 22, California Code of Regulations, Section 51502.1 shall be kept, including all information transmitted as a claim by the Contractor to the Subcontractor electronically, for a period of at least three years from the date of claims submission.

c. If a Department audit is initiated, the Subcontractor shall retain all original records until the County of Los Angeles audit is completed and every audit issue has been resolved, even if the retention

period extends beyond three years from the date of the service or termination of financial relationship or longer period required by federal or state law.

d. Contractor shall agree that the County of Los Angeles Department of Mental Health may accept electronic billings prepared, certified, and submitted by the Subcontractor on behalf of the Contractor only as long as the Agreement between the Contractor and the Subcontractor remains in existence and in effect and a copy is received by the Contracts Development and Administration Division.

e. Contractor shall submit a signed copy of the Subcontract between Contractor and Subcontractor to the Contracts Development and Administration Division. The copy of the signed Contract must include the following provision: "This Contract is a Subcontract under the terms of the prime Contract with the County of Los Angeles and shall be subject to all of the provisions of such prime Contract". If the Subcontract is in excess of $10,000 it shall also contain the following provision: "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under Contract (Government Code, Section 8546.7).

Contractor and Subcontractor shall notify the County of Los Angeles Department of Mental Health in writing immediately upon any change in or termination of the Subcontract.

f. Contractor acknowledges the existence of the Health Insurance Portability and Accountability Act (HIPAA) and will take necessary measures to comply with the law and its implementing regulations.

8. Declaration of Intent:

This Agreement is not intended as a limitation on the duties of the parties under the Medi-Cal Act, but rather as a means of clarifying those duties as they relate to the Contractor and/or its Subcontractor in their capacity as an authorized Contractor/Subcontractor for electronic billing. All parties understand and agree that 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. Furthermore, the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

9. Contractor Holds County of Los Angeles Harmless:

Contractor, and any Subcontractor hereto, shall agree to hold DMH and DMH's fiscal intermediary(ies) harmless for any and all failures to perform by billing services, billing software, or other features of electronic billing which do not occur with (hard copy) paper billing. Contractor shall agree that the Contractor is assuming any and all risks that accompany electronic billing and that the Contractor is not relying upon the evaluation, if any, that DMH has made of the electronic billing system, software, or Subcontractor the Contractor is using. Furthermore, Contractor shall acknowledge that if the electronic billing system, software, or Subcontractor is or has been listed as available in Medi-Cal bulletins or the DMH-LMHP information bulletins, that such listing was not an endorsement by DMH nor does it imply that the service, system, or software has met or is continuing to meet a standard of performance.

10. Confidentiality of Records:

Contractor shall agree to provide adequate precautions to protect the confidentiality of Medi-Cal beneficiary record and claims submission methods in accordance with all applicable State, Federal and local statutes, regulations, policies, procedures, guidelines and directives.

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

EXHIBIT B-1

ELECTRONIC CLAIMS SUBMISSION SIGNATURE INFORMATION FORM

Contractor Signature Information

I have read, understand and accept all the conditions set forth in Exhibit B as written.

_____

Contractor Full Printed Name Title

_____

Contractor Signature (***Do NOT use black ink***) Date

Subcontractor/Billing Service Information

_____

Name of Business or Corporation (Subcontractor/Billing Service)

_____

Contact's Full Printed Name (Subcontractor) Title

_____

Owner or Corporate Officer Signature (Subcontractor/Billing Service) Date

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

EXHIBIT B-2

TELECOMMUNICATIONS CONTRACTOR AND SUBCONTRACTOR/BILLER FORM
(For electronic claims submission)

CONTRACTOR INFORMATION

Contractor Name (full legal) _____ Phone No. _____

DBA (If applicable) _____ Provider Number used for Billing _____

Contractor Mailing Address _____ City _____ State _____ ZIP Code _____

Contractor Service Address _____ City _____ State _____ ZIP Code _____

Contact Person **(other than biller)** _____ Currently Assigned Submitter Number (PIN) (If none leave blank for new number) _____

Contact Address **(other than biller)** _____ City _____ State _____ ZIP Code _____

CONTRACTOR/BILLER INFORMATION (If other than the Contractor)

Subcontractor/Biller Name (full legal-Business/Corporation) _____ DBA (If applicable) _____ Phone Number _____

Subcontractor/Biller Address _____ City _____ State _____ ZIP Code _____

Contact Person (Biller) _____ Currently Assigned Submitter Number (PIN) (If none, leave blank for new number) _____

Full legal name required as well as any assumed DBA name, address, and Medi-Cal Contractor number. The parties identified above will be hereinafter referred to as the "Contractor" and/or "Subcontractor"/"Biller". **A separate form must be completed for each Contractor's Provider Number.**

Format Type (check all that apply):

☐ ANSI 837 (Claim Type 05) ☐ Medi-Cal 40-1(Claim Type 05)

Submission Type:

☐ ECS Telecommunications

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

CERTIFICATION ON SHORT-DOYLE/MEDI-CAL CLAIM
(MH1982) for Fiscal Year(s) 2003-2004, 2004-2005 & 2005-2006

FEE-FOR-SERVICE LEGAL ENTITY NAME: EXHIBIT B-3

PROVIDER NUMBER(S): | | | | | | | | | |

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services at (Legal Entity Name) _____ in and for said claimant; that this legal entity has not violated any of the provisions of Section 1090 through 1098 of the Government Code; that the amount for which reimbursement is claimed herein is in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and that to the best of my knowledge and belief this claim is in all respects true, correct, and in accordance with law. I agree and shall certify under penalty of perjury that all claims for services that provided to County Mental Health clients have been provided to the clients by this provider.

I also certify that the services were, to the best of my knowledge, provided in accordance with the client's written treatment plan and that all information either entered into the MIS or submitted on the MH1980 is accurate and complete. This legal entity understands that payment of these claims will be from Federal and /or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws. This legal entity agrees to keep for a minimum period of seven years from the date of service (except for children for whom records should be retained until 18 years of age) or until the audit is settled, a printed representation of all records that are necessary to disclose fully the extent of services furnished to the client. This legal entity agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board, or their duly authorized representatives. Amounts claimed herein for the Health Families program are only for children between the ages of one (1) year old to their nineteenth (19^{th}) birthday who were assessed or treated for a serious emotional disturbance (SED). This legal entity also agrees that services are offered and provided without discrimination based on race, religion, color national or ethnic origin, sex, age, or physical or mental disability. In addition, this legal entity does meet the requirements of DMH Letters No. 95-01 and 95-06 the crossover billing for Medicare, Medi-Cal and private insurance.

Name of person authorized to sign _____
Please print

Signature _____ Telephone # _____ Date _____
Executive Director/Clinic Manager

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