



Los Angeles County
DEPARTMENT OF MENTAL HEALTH

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

February 13, 2018

32 February 13, 2018

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

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST APPROVAL TO EXECUTE AN URGENT CARE CENTER AGREEMENT WITH
STAR VIEW BEHAVIORAL HEALTH, INC.
(SUPERVISORIAL DISTRICTS ONE, FOUR, AND FIVE)
(3 VOTES)**

SUBJECT

Authority to enter into sole source negotiations and request approval to execute a Psychiatric Urgent Care Center Legal Entity Agreement with Star View Behavioral Health, Inc., for Fiscal Year 2017-18, with two optional one year extensions.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director, or his designee, to prepare, sign, and execute a Department of Mental Health (DMH) Legal Entity (LE) Agreement substantially similar to Attachment I, for Psychiatric Urgent Care Center (UCC) services in Service Areas (SA) 1, SA 3, and SA 8 with Star View Behavioral Health, Inc. UCC services in SA 1 and SA 3 will be negotiated as sole source agreements. The term of this Agreement will be effective upon Board approval, through June 30, 2018, with two, optional, one-year extension periods. For Fiscal Year (FY) 2017-18, the total estimated cost for all three sites is \$6,202,000, which includes approximately \$3,213,000 for capital improvements (CI), \$998,000 for startup costs and \$1,991,000 for operating costs, which are fully funded by State Mental Health Services Act (MHSA) revenue, 2011 Realignment-AB 109, 2011 Realignment ± Early Periodic Screening Diagnosis and Treatment (EPSDT), State Aid-Mental Health, Federal Financial Participation (FFP) Medi-Cal revenue, and an Intrafund Transfer from Department of Children and Family Services (DCFS). This Agreement has no Maximum Contract Amount (MCA) and includes financial provisions for cost-based reimbursement.
2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future

amendments to the Agreement in Recommendation 1 necessary to sustain the program throughout the term specified, including but not limited to: provide administrative non-material changes; provide or add additional/related services; modify or replace an existing Service Exhibit and/or Statements of Work; and/or, reflect federal, State, and County regulatory and/or policy changes, subject to the prior review and approved as to form by County Counsel, with notice to the Board and CEO.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

UCCs provide crisis stabilization services including integrated services for co-occurring mental health and substance use disorders, 24 hours per day, seven days per week; rapid access to mental health evaluation and assessment, crisis intervention/stabilization, medication support, case management; and linkage to community-based resources for individuals 13 years of age or older experiencing psychiatric crisis. UCCs are a critical component of the County's efforts to decompress County Psychiatric Emergency Services (PES) and inpatient units as well as diverting individuals from incarceration.

Board approval of Recommendation 1 will allow DMH to execute a LE Agreement with Star View for the operation of three UCCs and supersedes the December 6, 2016 Board letter condition that tenant improvements (TIs) be completed prior to the execution of the UCC service agreement for SA 1 and SA 8. DMH has determined that this condition is no longer necessary since the funding for TIs changed from SB 82- California Health Facilities Financing Authority (CHFFA) to other State, federal and local funding sources. With these other sources of funding, County is no longer required to maintain a possessory interest in the approved project site and separate funding agreements for TIs are no longer needed.

Board approval of Recommendation 2 will enable DMH to amend the LE Agreement in the event there is a need to make administrative non-material changes, expand capacity or to clarify performance requirements/contract deliverables pertaining to UCC services without interruption.

Board approval of Recommendation 3 will allow DMH to terminate the LE Agreement in Recommendation 1, in the event that the Contractor has failed to comply with the terms of a corrective action plan and/or in accordance with the Agreement's termination provisions, including termination for convenience.

Implementation of Strategic Plan Goals

The recommended actions are consistent with Strategy I.2, Enhance Our Delivery of Comprehensive Interventions and Strategy I.3, Reform Service Delivery within Our Justice System.

FISCAL IMPACT/FINANCING

For FY 2017-18 the estimated aggregate funding for all three sites is \$6,202,000 which includes approximately \$3,213,000 for CIs, \$998,000 for startup costs and \$1,991,000 for operating costs. This program is fully funded by State MESA revenue, 2011 Realignment-AB109, 2011 Realignment

EPSDT, State Aid-Mental Health, FFP Transfer Medi-Cal revenue, and an Intrafund Transfer from DCFS. Funding for this Agreement is included in the FY 2017-18 Final Adopted Budget.

To the extent that the Director, or his designee, exercises any optional extension years, the annual aggregate funding for all three sites is projected at \$17,921,000, fully funded by State MHSA revenue, 2011 Realignment-AB109, 2011 Realignment-EPSDT, State Aid-Mental Health, FFP Medi-Cal revenue and an Intrafund Transfer from DCFS. Funding for future years will be requested through DMH's annual budget process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 6, 2016, your Board approved Agenda Item 29 to develop four UCCs with three providers. For any new UCC utilizing SB 82-CHFFA grant funding, California Code of Regulations Title 4, Division 10, Chapter 5 required that the County maintain a possessory interest in the approved project through the execution of a lease between the Contractor and the County for the useful life of the project. DMH and CEO – Real Estate Division (RED) collaborated to develop a County Lease Agreement, which was to be filed separately by CEO – RED and approved by your Board. However, during the course of this collaboration, it was determined to be in the best interest of the County to use MHSA funding in lieu of SB 82-CHFFA funds to overcome the complexities associated with a lease between Contractor and County. County has determined that SB 82-CHFFA funds could be re-purposed to fund capital improvements to County-owned property, and DMH is working with grant administrators to develop a new project plan.

Pursuant to Los Angeles County BOS' Policy Manual Section 5.040, DMH will monitor Star View's performance under this Agreement at least annually.

Additionally, on April 28, 2015, your Board approved a motion by Supervisor Mark Ridley-Thomas to collect and standardize uniform data from UCCs regarding mental health Urgent Care Centers, which includes patient demographics, census, acuity including 5150 admissions, annual budget allocations, etc. This report will be expanded to include new UCCs as they become operational and provided to your Board and the CEO on a quarterly basis in order to facilitate accountability for expanded resources and inform decision makers in meeting the needs of our communities.

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

CONTRACTING PROCESS

DMH released a Request for Proposals (RFP), Bid No. 07242015B1, on July 24, 2015 for the development of three new UCCs in the Antelope Valley (SA 1), the San Gabriel Valley (SA 3), and the South Bay/Harbor areas (SA 8). Subsequently, DMH released Addendum One on August 10, 2015, which added a fourth UCC in the South Bay/Harbor area (SA 8) and provided notification that the funding sources in the RFP may be subject to change at the County's sole discretion.

Only four unique agencies timely submitted six proposals in response to the RFP. The six proposals

received were for the areas of San Gabriel Valley, Long Beach and South Bay/Harbor Area. Proposals were not received for the Antelope Valley. The Evaluation Committee (Committee) for the RFP was comprised of one team of three evaluators and a facilitator. The committee used the RFP specific standardized evaluation tool and the informed averaging methodology to evaluate the proposals and arrive at the final scores.

Through the evaluation process, it was determined that three providers met the RFP standards and had adequate experience to provide the required services. Thereafter, on December 6, 2016, your Board approved DMH's recommendation to contract with Star View for two UCCs: one in SA 8, based on the results of the RFP process and another in SA 1, on a sole source basis as no other proposals were received in response to the RFP for that area.

Additionally, the contractor approved by your Board for the UCC in SA 3 later withdrew its intent to operate that UCC based on its continued difficulty in securing a sufficient site and facing other related challenges. As no other qualified bidder responded to the RFP in SA 3, DMH followed up with the providers who had submitted successful proposals for other SAs to establish interest in developing a UCC in SA 3. Star View was the only agency who expressed interest in expanding and developing a UCC in SA 3. Unless otherwise instructed by your Board, DMH will begin sole source agreement negotiations with Star View Behavioral Health, Inc., to provide UCC services in lieu of the originally approved provider for SA 3.

DMH will work with both the Office of the County Counsel and the Chief Executive Office in preparing this Agreement.

Board Policy Manual Section 5.100, Sole Source Contracts, requires four-weeks advance written notice to the Board prior to commencing sole source contract negotiations. DMH notified your Board on November 27, 2017 of its intent to enter into contract negotiations with Star View for a UCC in SA 3 (Attachment II). The Sole Source notification and checklist (Attachment III) have been reviewed and approved by CEO.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors

2/13/2018

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Respectfully submitted,

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

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

Director

JES:GP:MM:SLD:rlr

Enclosures

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



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

Star View Behavioral Health, Inc.

DEPARTMENT OF MENTAL HEALTH UCC LEGAL ENTITY AGREEMENT

Contract Number

00543

Legal Entity Number

51478001

Vendor Number

1501 Hughes Way, Suite 150

Long Beach, CA 90810

Contractor Headquarters Address

Contractor Headquarters' Supervisorial District 4

Mental Health Service Area(s) 1,3,8

OR Countywide _____

Deputy Director: Robin Kay

Lead Manager: Mary Marx

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ATTACHMENTS

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DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT

THIS AGREEMENT is made and entered into this **13th** day of **February, 2018**, by and between the County of Los Angeles (hereafter "County"), and Star View Behavioral Health, Inc. (hereafter "Contractor") with the following business address at 1501 Hughes Way, Suite 150, Long Beach, CA 90810. WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code (WIC) Section 5600 et seq.; and

WHEREAS, County desires through the County's Request for Statement of Qualification (RFSQ) process to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the Mental Health Service Act (MHSA) adopted by the California electorate on November 2, 2004; and

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

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

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

5328 et seq.; California Department of Health Care Services (DHCS) Mental Health Plan Agreement; Los Angeles County Department of Mental Health (DMH) Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget (OMB) Uniform Guidance, Subpart E: Cost Principles and Subpart F: Single Audit Requirement; County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by DHCS; and

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

NOW, THEREFORE, Contractor and County agree as follows:

1. **TERM:**

A. Initial Period: The Initial Period of this Agreement shall commence on **February 13, 2018** and shall continue in full force and effect through **June 30, 2018**.

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

(1) First Optional Extension Period: If this Agreement is extended, the First Optional Extension Period shall commence on July 1, 2018 and shall continue in full force and effect through June 30, 2019.

(2) Second Optional Extension Period: If this Agreement is extended, the Second Optional Extension Period shall commence on July 1, 2019, and shall continue in full force and effect through June 30, 2020.

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

D. Contractor Alert Reporting Database (CARD): The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

2. **TERMINATION WITHOUT CAUSE**: This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party. Any termination of this Agreement by County pursuant to this Paragraph 2 shall be approved by County's Board of Supervisors.

3. **IMMEDIATE TERMINATION BY COUNTY**:

A. In addition to any other provisions for termination provided in this Agreement, this Agreement may be terminated by County immediately if County determines that:

- (1) Contractor has failed to initiate delivery of services within 30 calendar days of the commencement date of this Agreement; or
- (2) Contractor has failed to comply with any of the provisions of Paragraphs 18 (NONDISCRIMINATION IN SERVICES), 19 (NONDISCRIMINATION IN EMPLOYMENT), 21 (INDEMNIFICATION AND INSURANCE), 22 (WARRANTY AGAINST CONTINGENT FEES), 23 (CONFLICT OF INTEREST), 28 (DELEGATION AND ASSIGNMENT), 29 (SUBCONTRACTING), 34 (CHILD SUPPORT COMPLIANCE PROGRAM), 48 (CERTIFICATION OF DRUG-FREE WORK PLACE), 54 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) and/or 65 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM); or
- (3) In accordance with Paragraphs 35 (TERMINATION FOR INSOLVENCY), 36 (TERMINATION FOR DEFAULT), 37 (TERMINATION FOR IMPROPER CONSIDERATION), 49 (COUNTY LOBBYISTS), and/or 66 (TERMINATION FOR BREACH OF

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

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

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

4. **ADMINISTRATION:** The Director of Mental Health (Director) shall have the authority to administer this Agreement on behalf of the County. All references to the actions or decisions to be made by the County in this Agreement shall be made by the Director unless otherwise expressly provided.

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

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

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

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

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

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

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

Contractors shall not be eligible to provide mental health services claimable under the Mental Health Services Act (MHSA) unless Contractor has been found to be eligible to provide mental health services as follows: (1) Contractor has submitted to the County a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ) for the provision of such services; Contractor has met the minimum qualifications listed in the RFSQ and has been selected for recommendation for placement on a MHSA Master Agreement eligibility list; and Contractor has demonstrated experience and training in its specialized field and has been selected to provide MHSA services

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

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

7. **INTENTIONALLY OMITTED**:

8. **STAFFING**: Throughout the term of this Agreement, Contractor shall staff its operations so that staffing approximates the type and number indicated in Contractor's Negotiation Package for this Agreement and as required by WIC and CCR.

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

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

C. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list

of all persons by name, title, professional degree, language capability(ies), and experience, who are providing any services under this Agreement.

9. **STAFF TRAINING AND SUPERVISION:** Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, para-professional, intern, student, and clinical volunteer personnel shall participate.

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

Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) and Sexual Harassment, and for the training of all appropriate staff on the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, and other State and County policies and procedures as well as on any other matters that County may reasonably require.

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

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

- A. Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served.
- B. Upon receipt of any contract monitoring report pertaining to services/activities under this Agreement, Contractor shall respond in writing to person(s) identified and within the time specified in the contract monitoring report. Contractor shall, in its written response, either acknowledge the reported

deficiencies or present additional evidence to dispute the findings. In addition, Contractor must submit a plan for immediate correction of all deficiencies.

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

11. **PERFORMANCE STANDARDS AND OUTCOME MEASURES**: The Contractor shall comply with all applicable federal, State, and County policies and procedures relating to performance standards and outcome measures, including but not limited to those performance standards and outcome measures required by specific federal, State, and/or County rules, directive, and guidelines for entities receiving their funding. Examples of such performance standards and/or outcome measures include, but are not limited to, those identified in Attachment IX and those reflected in County and/or program

Service Exhibits and practice parameters; as well as performance standards and/or outcomes measures related to the Patient Protection and Affordable Care Act (ACA) and Cal MediConnect Program.

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

12. **QUALITY MANAGEMENT PROGRAM:**

- A. Contractor shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 105.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the DHCS through the Performance Contract and/or Mental Health Plan Agreement.
- B. The Contractor's Quality Management Program shall be consistent with Department's Quality Improvement Program Policy No. 105.1 including the Department's Quality Improvement Work Plan and participation in Service Area Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 105.1.
- C. The Contractor's Quality Management Program shall be consistent with the Department's Cultural Competency Plan.
- D. The Contractor's Quality Management Program shall be consistent with the Department's Quality Assurance requirements for Contract Providers as outlined in Policy 104.09.
- E. The County, or its agent(s), will monitor the Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place

performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

13. **RECORDS AND AUDITS:**

A. Records:

(1) Direct Services and Indirect Services Records: Contractor shall maintain a record of all direct services and indirect services rendered by all professional, para-professional, intern, student, volunteer and other personnel under this Agreement in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made available within three (3) business days for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Agreement and during the applicable period of records retention. Records shall be maintained by Contractor at location in Los Angeles County as specified in this Agreement. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection, review, and/or audit at such other location. In addition to the general requirements in this Paragraph 13, Contractor shall comply with any additional patient/client record requirements described in the Service Exhibit(s) and shall adequately document the delivery of all services described in the Service Exhibit(s).

(a) Patient/Client Records (Direct Services): Contractor shall maintain treatment and other records for each individual patient/client of all direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and

federal requirements. Such treatment and other records shall include, but not be limited to, patient/client identification number, demographic information, all data elements required by the County's claims processing information system, consent for treatment form, assessment, treatment plan, progress notes, and any other applicable information. The required data elements shall be in accordance with the Organizational Provider's Manual. All patient/client records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

- 1) Seven (7) years following discharge of the patient/client or termination of services;
- 2) For minors, until such time as the minor reaches 25 years of age;
- 3) Three (3) years after completion of all County, State and/or federal audits; or
- 4) Three (3) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

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

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

- 1) Seven (7) years following the expiration or earlier termination of this Agreement;
- 2) Three (3) years after completion of all County, State and/or federal audits; or
- 3) Three (3) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

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

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

- (a) Books of original entry and a general ledger.
- (b) Reports, studies, statistical surveys or other information Contractor used to identify and allocate indirect costs. "Indirect costs" shall mean those costs as described by the guidelines, standards, and procedures which may be provided by County in writing to Contractor, the Centers for Medicare and Medicaid Provider

Reimbursement Manual Parts 1 and 2 (Publications #15-1 and #15-2), and the OMB Uniform Guidance, Subpart E: Cost Principles.

- (c) Bronzan-McCorquodale/County statistics and total facility utilization information (e.g., patient days, visits) which can be identified by type of service pursuant to any policies and procedures which may be provided by County in writing to Contractor.
 - (d) A listing of all County remittances received.
 - (e) Patient/client financial folders clearly documenting:
 - 1) Contractor's determination of patient's/client's eligibility for Medi-Cal, medical insurance and any other third party payer coverage; and
 - 2) Contractor's reasonable efforts to collect charges from the patient/client, his/her responsible relatives, and any other third party payer.
 - (f) Individual patient/client ledger cards indicating the type and amount of charges incurred and payments by source and service type.
 - (g) Employment records.
- (3) The entries in all of the above financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards, signed by employee and countersigned by supervisor, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the State's CFRS Instruction Manual, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15-1 and #15-2), and Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the

Rehabilitation Option and Targeted Case Management Services. All such records shall be maintained by Contractor at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

- (a) Seven (7) years following the expiration or earlier termination of this Agreement;
- (b) Three (3) years after completion of all County, State and/or federal audits; or
- (c) Three (3) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.

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

- (4) Preservation of Records: If, following termination of this Agreement, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within 48 hours of closure or ownership change, Director of DHCS and Director shall be notified in writing by Contractor of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph 13.

B. Audits:

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

hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 10 and in this Paragraph 13.

- (5) Federal Access to Records: Grant-funded programs require audits and compliance with federal guidelines pursuant to OMB Uniform Guidance, Subpart F: Single Audit Requirements. If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Agreement, three (3) years after final audit is completed including appeals, or seven (7) years after termination of this Agreement; whichever, is later, Contractor shall maintain and make available to the Secretary of the United States Department of HHS, or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontractor shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 10 and in this Paragraph 13.

14. **REPORTS:**

- A. Contractor shall make reports as required by Director, State, or the federal government regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least 30 calendar days'

prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

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

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

C. County Claims Processing Information System:

- (1) Notwithstanding any other provision of this Agreement, only units of service submitted by Contractor into the County's claims processing information system shall be counted as delivered units of service.
- (2) Notwithstanding any other provision of this Agreement, the only units of service which shall be considered valid and reimbursable at Annual Cost Report Reconciliation and Settlement, Cost Report Audit Settlement, or at any other time otherwise shall be those units of service that are submitted by Contractor into the County's claims processing information system by the County's year-end cutoff date in accordance with the terms of this Agreement and its attachments thereto, including but not limited to Attachment II, Financial Exhibit A (Financial Provisions), and which are not voided, replaced and/or denied for any reason, except due to the fault of the County. Notwithstanding any other provision of this Agreement, claims entered into the County's claim processing information system shall be attributed to a specific Funded Program and Subprogram based upon the plan identified by Contractor when submitting the claim into the County's claims processing information system.

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

15. **CONFIDENTIALITY**: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and County claims processing information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality and privacy provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Attachment X -1.

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

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

- A. **Elders and Dependent Adults Abuse**: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency,

as mandated by WIC Sections 15630, and permitted by Sections 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

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

C. Contractor Staff:

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

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

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

(4) Contractor shall not employ or continue to employ any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders,

dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

18. **NONDISCRIMINATION IN SERVICES:**

- A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 18, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative steps to ensure that those persons who qualify for services under this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions.
- B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect

to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

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

19. **NONDISCRIMINATION IN EMPLOYMENT:**

- A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. Contractor shall certify to, and comply with, the provisions of Attachment XI – Contractor's Equal Employment Opportunity (EEO) Certification.

- C. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Such treatment shall include, but is not limited to, the following actions: employment, upgrading, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship, and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age (over 40), marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).
- D. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further,

Contractor shall give written notice of its obligations under this Paragraph 19 to labor organizations with which it has a collective bargaining or other agreement.

- E. Contractor shall allow State and/or County representative's access to its books, accounts, and records during regular business hours to verify compliance with the provisions of this Paragraph 19 when so requested by Director.
- F. If County finds that any of the above provisions has been violated, the same shall constitute a material breach of this Agreement upon which County may immediately terminate, cancel, or suspend this Agreement. The County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- G. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 19, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- H. Contractor shall include the provisions of this Paragraph 19 in every subcontract or purchase order unless otherwise expressly exempted.

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

21. **INDEMNIFICATION AND INSURANCE:**

- A. Indemnification: Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- B. General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs B and C of this Paragraph 21. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.
- (1) Evidence of Coverage and Notice to County
- (a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- (b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

- (c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- (d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

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

(2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and

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

(3) Cancellation of or Changes in Insurance

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

(4) Failure to Maintain Insurance

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

Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

(5) Insurer Financial Ratings

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

(6) Contractor's Insurance Shall Be Primary

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

(7) Waivers of Subrogation

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

(8) Subcontractor Insurance Coverage Requirements

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

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

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to

require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(10) Claims Made Coverage

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

(11) Application of Excess Liability Coverage

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

(12) Separation of Insureds

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

(13) Alternative Risk Financing Programs

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

(14) County Review and Approval of Insurance Requirements

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

C. Insurance Coverage:

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

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

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

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

- (4) Unique Insurance Coverage

- (a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual

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

(b) Professional Liability/Errors and Omission

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

(c) Property Coverage

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

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

23. **CONFLICT OF INTEREST:**

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

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

25. **INDEPENDENT STATUS OF CONTRACTOR:**

- A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and

Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

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

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

28. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

- A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have in Contractor. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or entity other than the majority controlling interest therein at the time of execution of this

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

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

29. **SUBCONTRACTING:**

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

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

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

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

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

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

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

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

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

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

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

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

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

31. **COMPLIANCE WITH APPLICABLE LAW:**

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

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

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

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

B. If Contractor is a participant in the Short-Doyle/Medi-Cal and/or Medicare program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal and Medicare certifications of all its facilities.

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

34. **CHILD SUPPORT COMPLIANCE PROGRAM:**

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

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

35. **TERMINATION FOR INSOLVENCY:**

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

36. **TERMINATION FOR DEFAULT:**

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

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

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

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

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

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

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

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

40. **ALTERATION OF TERMS:**

A. No addition to, or alteration of, the terms of the body of this Agreement, or the Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

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

- Change of Contractor's name.
- Change of Contractor's headquarter's address.
- Change, revision, addition, or deletion of Provider site address.
- Change, revision, addition, or deletion of Provider site number.
- Change, revision, addition, or deletion of Provider site name.
- Change, revision, addition, or deletion of services previously approved within the Legal Entity for an existing or new Provider site.
- Technical Corrections.
- Shifting of funds between currently contracted Funded Programs so long as such shifting will not cause Contractor to increase its Maximum Contract Amount.

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

41. **ENTIRE AGREEMENT:** The body of this Agreement, all attachments, Financial Exhibit A (Financial Provisions), Fiscal Years, Service Delivery Site Exhibit, and Service Exhibit(s) Crisis Stabilization Units - Psychiatric Urgent Care Center Services MODE 10, SFC 25, attached hereto and incorporated herein by reference, and Contractor's Negotiation Package for this

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

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

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

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

sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

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

45. **PURCHASES**:

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

funds. Within 90 calendar days following the execution of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. The inventory report shall be prepared by Contractor on a form or forms designated by Director, certified and signed by an authorized officer of Contractor, and one copy thereof shall be delivered to County within 30 calendar days of any change in the inventory. Within five business days after the expiration or termination of the Agreement, Contractor shall submit to County six copies of the same inventory report updated to the expiration or termination date of the Agreement, certified and signed by an authorized officer of Contractor, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or termination date.

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

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

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

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

48. **CERTIFICATION OF DRUG-FREE WORK PLACE**: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify Director in writing.

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

material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

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

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

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

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

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

Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

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

Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- J. These terms shall also apply to subcontractors of County Contractors.

54. **CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:** Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG), and State officials have the discretion not to exclude.

The mandatory bases for federal exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a State license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded

individuals can also be excluded. Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Attachment VI (Attestation Regarding Federally Funded Program) as part of its obligation under this Paragraph 54.

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

Failure by Contractor to meet the requirements of this Paragraph 54 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

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

- A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996, its implementing regulations (HIPAA), and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor understands and agrees that it is a "Covered Entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.
- B. The parties acknowledge their separate and independent obligations with respect to HIPAA and HITECH, and that such obligations relate to *transactions and code sets, privacy, and security*. Contractor understands

and agrees that it is separately and independently responsible for compliance with HIPAA and HITECH in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA or HITECH, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

- C. Contractor and County understand and agree that each is independently responsible for HIPAA and HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents) for its failure to comply with HIPAA or HITECH.
- D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system.
 - (1) County has a Guide to Procedure Codes available at <http://lacdmh.lacounty.gov/hipaa/index.html> which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.
 - (2) County has electronic Data Interchange (EDI) Agreement forms available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and <http://lacdmh.lacounty.gov/hipaa/IBHIS EDI homepage.html> which includes information about the applicable HIPAA transactions that can be processed in the County's Integrated System (IS) and the Integrated Behavioral Health Information System (IBHIS) respectively.
 - (3) Contractor acknowledges that County is transitioning from the IS to IBHIS in which clinical, demographic, administrative, financial, claims, outcomes, and other information will be exchanged between DMH and contract providers exclusively through the use of EDI

transactions and other County defined b2b (“Business-to-Business”) data collection and interoperability solutions.

- (4) As County defines requirements for each transaction and determines the method by which each transaction is to be exchanged between Contractor and County, County shall notify Contractor of the effective date(s) by which Contractor shall be required to implement each newly defined interface through County’s release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each newly defined interface is required in accordance with the schedule below and in accordance with County’s estimate of the effort required to implement each newly defined interface, unless earlier effective date(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual agreement between County and Contractor.
 - (a) 120 days for new interface requiring major development and testing,
 - (b) 90 days for new interfaces requiring moderate development and testing; and
 - (c) 60 days for new interfaces requiring minimal development and testing.
- (5) Contractor acknowledges that County may modify interfaces requirements as deemed needed by County. County shall notify Contractor of the effective dates(s) by which Contractor shall be required to comply with each modified interface in accordance with County’s revised requirements through County’s release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each modified interface is required in accordance with the schedule below and in accordance with County’s estimate of the effort required to implement each revised interface, unless earlier effective dates(s) are imposed by

law or regulation, or earlier effective dates(s) are established by mutual agreement between County and Contractor.

- (a) 90 days for existing interfaces requiring major development and testing;
 - (b) 60 days for existing interfaces that requiring moderate development and testing; and
 - (c) 30 days for existing interfaces requiring minimal development and testing.
- (6) Contractor agrees to comply with the exchange of all required interfaces specified by County and the method by which these transactions are to be exchanged between Contractor and County as of the effective date(s) specified by County.
- (7) County has Trading Partner Agent Authorization Agreements available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and [http://lacdmh.lacounty.gov/hipaa/IBHIS EDI homepage.html](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.html) which includes the Contractor's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Contractor to the IS and IBHIS respectively.
- E. Contractor understands that County operates an informational website <http://dmh.lacounty.gov/wps/portal/dmh> related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.
- F. Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.
- G. Contractor further understands and agrees that the terms and conditions of the current IS and IBHIS Trading Partner Agreements (TPA) available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and

http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.html respectively, shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

- H. Contractor acknowledges that County participates in the Meaningful Use of Electronic Health Records Incentive Program (MU Program) under the HITECH Act which requires the annual submission of data documenting the compliance of eligible professionals with certain MU measures.
- I. County and Contractor further understand and agree that mutual cooperation in the collection and reporting of MU Program measures may be required in cases in which both County and Contractor have employed or contracted the professional medical services of the same eligible professional during any calendar year in which the MU Program is in effect. In such cases, the requesting party shall deliver to the receiving party a letter on agency letterhead indicating the specific information requested, the format in which the information is to be delivered to the requesting party, and the required date of delivery of the information requested. The receiving party shall have 30 days from receipt of the request to deliver the requested information to the requesting party in the format specified by the requester.

56. **TECHNOLOGY REQUIREMENTS:**

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

submit to County a Legal Entity Electronic Signature Certification immediately upon implementation.

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

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

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

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

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

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

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

B. Written Employee Jury Service Policy:

- (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- (2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- (3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing

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

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

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

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

The information is set forth in Attachment VII, Safely Surrendered Baby Law of this Agreement. Additional information is available at www.babysafela.org.

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

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

61. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**: The Contractor hereby acknowledges that the County is prohibited from

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

62. **CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE**: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment VIII, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

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

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

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

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

64. **FORCE MAJEURE:**

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

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

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

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

66. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 65 (**CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this

contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

67. **PUBLIC RECORDS ACT:**

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 13 - Record and Audits of this Agreement; as well as those documents which were required to be submitted in response to any solicitation conducted by the County for any services and/or programs for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

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

68. **SECURITY AND BACKGROUND INVESTIGATION:**

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

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

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

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

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

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

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

71. **NOTICES:** All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

For the County, please use the following contact information:

County of Los Angeles - Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Ave., 5th Floor

Los Angeles, CA 90020

Attention: Chief of Contracts

For the Contractor, please use the following contact information:

Star View Behavioral Health, Inc.

1501 Hughes Way, Suite 150

Long Beach, CA 90810

Attention: Kent Dunlap, President

72. **COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN**

TRAFFICKING: Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor’s staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Contractor’s staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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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 or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

Star View Behavioral Health, Inc.

CONTRACTOR

By _____

Name Kent Dunlap

Title President

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

DEFINITIONS

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

- A. **“ACA”** means the Patient Protection and Affordable Care, Public Law 111–148, comprehensive health care reform passed by Congress and then signed into law by the President on March 23, 2010;
- B. **“Cal MediConnect”** means the Centers for Medicare & Medicaid Services (CMS) and the State of California's three-year demonstration project to promote coordinated health care delivery to seniors and people with disabilities who are dually eligible for both of the State Medi-Cal program and the federal Medicare program;
- C. **“CalWORKs”** means California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both federal and State funds;
- D. **“Cash Flow Advance”** means County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor's rendering and billing of eligible services/activities;
- E. **“CCR”** means the California Code of Regulations;
- F. **“CDSS”** means California Department of Social Services;
- G. **“CGF”** means County General Funds;
- H. **“Cost Reimbursement”** or **“CR”** means the arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Agreement, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services;
- I. **“County's Claims Processing Information System”** means the current system employed by the Department of Mental Health to submit and process claims;
- J. **“Countywide Maximum Allowances”** or **“CMA”** means County established maximum reimbursement rates for specialty mental health services provided by the Los Angeles County Department of Mental Health Legal Entity Contractors;

- K. “**CPT**” means Physicians’ Current Procedural Terminology as referenced in the American Medical Association standard edition publication;
- L. “**CSS**” Client Support Services
- M. “**Day(s)**” means calendar day(s) unless otherwise specified;
- N. “**DCFS**” means County Department of Children and Family Services;
- O. “**DHCS**” means California Department of Health Care Services;
- P. “**Director**” means County’s Director of Mental Health or his authorized designee;
- Q. “**DMH**” means County’s Department of Mental Health;
- R. “**DPSS**” means County’s Department of Public Social Services;
- S. “**EOB**” means `Explanation of Balance' for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and `Explanation of Benefits' for Medicare which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data;
- T. “**EPSDT**” means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program;
- U. “**FFP**” means Federal Financial Participation for Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
- V. “**Fiscal Intermediary**” means County acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities;
- W. “**Fiscal Year**” means County’s Fiscal Year which commences July 1 and ends the following June 30;
- X. “**Funded Program**” means a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). The Funded Program Amount is the basis for the provisional payment to the Contractor per Paragraph E of the Financial Exhibit A of the LAC-DMH LE Agreement. A Funded Program is made up of one or more Subprograms;
- Y. “**Gross Program Budget**” is the sum total of the Net Program Budget and all “Third Party Revenues” shown in the Financial Summary;

- Z. **“GROW”** means General Relief Opportunities for Work;
- AA. **“IMD”** means Institutions for Mental Disease and includes hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services;
- BB. **“Legal Entity”** means a provider of mental health services as is described in Title 9 CCR section 1840.100;
- CC. **“Master Agreement List”** means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County’s Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the RFSQ, and who have an executed Master Agreement;
- DD. **“Maximum Contract Amount”** is the sum total of all “Allocations” shown in the Financial Summary; except that the “Maximum Contract Amount” shall not include “Third Party Revenue” shown in the Financial Summary;
- EE. **“Medicaid Expansion under ACA in California”** means expansion of Medi-Cal eligibility to additional low-income adults;
- FF. **“Mental Health Services Act” (“MHSA”)** means the initiative originally adopted by the California electorate on November 2, 2004, and as subsequently amended, which creates a new permanent revenue source, administered by the State, for the transformation and expanded delivery of mental health services provided by State and County agencies and which requires the development of integrated plans for prevention, innovation, and system of care services;
- GG. **“MHRC”** means Mental Health Rehabilitation Centers certified by the DHCS;
- HH. **“Organizational Provider’s Manual”** is the Los Angeles County DMH Organizational Provider’s Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services;
- II. **“PATH”** means Projects for Assistance in Transition from Homelessness Federal grant funds;
- JJ. **“PHF”** means a Psychiatric Health Facility. A Psychiatric Health Facility is a health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons; such care includes the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work,

- rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings;
- KK. **“Request for Services” (“RFS”)** is a second solicitation process to Contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed;
- LL. **“Request for Statement of Qualifications” (“RFSQ”)** means a solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;
- MM. **“SAMHSA”** means Substance Abuse and Mental Health Services Administration Federal block grant funds;
- NN. **“Sensitive Position”** means, per Resolution of the Board of Supervisors of the County, any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of the County or perform those services pursuant to contract;
- OO. **“SDMH”** means State Department of Mental Health; – Assembly Bill 102, signed by Governor Brown on June 28, 2011, directs the transfer of Medi-Cal related mental health services to DHCS therefor any reference to SDMH in Agreement should mean DHCS; unless otherwise specifically stated to mean “SDMH”;
- PP. **“SFC”** means Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity;
- QQ. **“SNF-STP”** mean Skilled Nursing Facility licensed by the DHCS, with an added Special Treatment Program certified by the California Department of Public Health;
- RR. **“State”** means the State of California;
- SS. **“Statement of Qualifications” (“SOQ”)** means a contractor’s response to an RFSQ;
- TT. **“Statement of Work” (“SOW”)** means a written description of services desired by County for a specific Work Order;
- UU. **“Subprogram”** means a set of services for a specific purpose. The Subprogram Amounts are allocated and/or awarded based on Contractors’ areas of expertise and their ability to provide specific services and/or serve

- specific populations. The Subprogram Amounts will be used to monitor the provision of mental health services within the Funded Program and will not be used at cost settlement;
- VV. **“Title IV”** means Title IV of the Social Security Act, 42 United States Code Section 601et seq.;
- WW. **“Title XIX”** means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
- XX. **“Title XXI”** means Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.;
- YY. **“UMDAP”** means DHCS's Uniform Method of Determining Ability to Pay;
- ZZ. **“WIC”** means the California Welfare and Institutions Code; and
- AAA. **“Work Order”** means a document, which includes a Statement of Work, requesting Bids for specific services from a pre-qualified pool of Contractors that have Master Agreements. An executed Work Order becomes part of the Master Agreement.

ATTACHMENT II

**DMH
URGENT CARE CENTER LEGAL ENTITY AGREEMENT**

**FINANCIAL EXHIBIT A
(FINANCIAL PROVISIONS)**

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1 FINANCIAL EXHIBIT A
2 URGENT CARE CENTERS
3 (FINANCIAL PROVISIONS)
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1 EXHIBITS

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3 URGENT CARE CENTER CONTRACTOR CLAIMS CERTIFICATION
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6 EXHIBIT A-2: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
7 URGENT CARE CENTER COST-BASED PAYMENT POLICY NO. 801.10

8 EXHIBIT A-3: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
9 URGENT CARE CENTER INVOICE TEMPLATE (plus 2 attachments A-3a
10 and A-3b)

11 EXHIBIT A-4: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
12 URGENT CARE CENTER CLIENT SUPPORT SERVICES (CSS)
13 EXPENSE REIMBURSEMENT CLAIM FORM

14 EXHIBIT A-5: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
15 URGENT CARE CENTER CSS EXPENDITURE CODING GUIDE

FINANCIAL EXHIBIT A
PSYCHIATRIC URGENT CARE CENTERS

FINANCIAL PROVISIONS

A. GENERAL

(1) The County shall pay Contractor in arrears for costs associated with eligible service(s) provided under this DMH Urgent Care Center (UCC) Legal Entity Agreement and in accordance with the terms of this Financial Exhibit A.

(a) The Contractor understands and agrees that payment under this Agreement is provided for the provision of the Urgent Care Center (UCC) services as set forth in this Financial Exhibit A and SB82 Crisis Stabilization-UCC Statement of Work (SOW).

(b) For the purposes of this Agreement, the phrase “Non-Medi-Cal” includes all of the following: Persons with no known outside payer source, persons for whom eligibility for benefits under the State’s Medi-Cal programs is being determined or established, and persons whose eligibility for the Medi-Cal programs was unknown at the time that services were rendered.

(c) The Contractor understands and agrees that the Federal reimbursement for Medi-Cal services is provided based on Contractor’s ability to provide specific services and/or serve specific populations, which may include but is not limited to, Medi-Cal beneficiaries eligible under Early and Periodic, Screening, Diagnosis, and Treatment (EPSDT) Program; Title XXI Medicaid Children’s Health Insurance Program (MCHIP); existing Title XIX Short-Doyle/Medi-Cal Program for individuals with low income and resources such as children and families, pregnant women, seniors, and persons with disabilities; and Medicaid (Medi-Cal in California) Coverage Expansion under the Affordable Care Act, as set forth in the Negotiation Package (NP). Therefore, Contractor shall ensure the access and provision of UCC services to all eligible beneficiaries based on client needs as set forth in the NP under this Agreement.

(2) The Contractor shall comply with all requirements necessary for reimbursement as established by federal, State and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives.

(3) In order to reduce County costs, the Contractor shall seek payment from all sources for services provided under this Agreement consistent with the rules of the applicable payor, and further shall comply with all applicable provisions of the Welfare and Institutions Code (WIC) and/or California Code of Regulations (CCR) related to reimbursement by non-County and non-State sources, including, but not limited to, collecting reimbursement for services from clients (which shall be the same as patient fees established pursuant to WIC Section 5710) and from private or public third-party payers. In addition, Contractor shall ensure that, to the extent a recipient of services under this Agreement is eligible for coverage under Medicaid or any other federal or State funded program, services provided to such eligible beneficiary are properly identified and reported in County's claims processing information system with properly designate funding sources.

(a) To the extent that the County determines Contractor has improperly reported services in the County's claims processing information system, including but not limited to incorrectly assigning services to particular funding sources, County in its discretion, may assess liquidated damages, per DMH Policy, Number To Be Determined (801.10), *Psychiatric Urgent Care Center Contract Reimbursement*.

(4) The Countywide Maximum Allowances (CMA) limitations shall not apply to eligible UCC services (i.e., Mode 10, Service Function Code 25) provided to a non-Medi-Cal or Medi-Cal beneficiary.

B. REIMBURSEMENT BASIS

(1) County agrees to reimburse Contractor for services rendered under this Agreement to eligible clients during the term of this Agreement based on the actual, allowable cost for the Initial Period, and any extension periods, as applicable, subject to all of the rules, regulations, and policies established by the County, State and/or federal governments regarding payment and reimbursement of services, and in accordance with the terms of this Agreement.

(2) The total maximum amount that will be paid by County to Contractor under this Agreement, including Cash Flow Advances if applicable, for the Initial Period, and any extension periods, shall be, in no event, more than the actual, allowable cost to provide

UCC services stipulated in this Agreement, for the Initial Period, any extension periods, respectively, of this Agreement.

(a) Reimbursement for UCC services: Pursuant to the DMH Policy Number 801.10, *Psychiatric Urgent Care Center Contract Reimbursement*, which is incorporated into this Financial Exhibit A by reference, reimbursement for UCC services shall be based on actual allowable cost consistent with the cost reimbursement methodology. As indicated in the policy, allowable costs only include those costs which are reasonable in amount, and which would be incurred by a prudent buyer of goods and services. As specified in DMH Policy Number 801.10, *Psychiatric Urgent Care Center Contract Reimbursement*, Contractor shall submit, monthly, an invoice detailing the allowable actual cost related to the operation of the UCC and the provision of services as outlined in Contractor's most recent approved NP. Contractor shall continue to submit mental health units of service (UOS) data related to UCC services through the County's claims processing information system.

(b) Reimbursement for Start-up and Capital Improvements costs: Pursuant to the DMH Policy Number 801.10, *Psychiatric Urgent Care Center Contract Reimbursement*, notwithstanding any other provisions of this Agreement, Contractor may bill County for start-up costs. County may pay start-up costs to the Contractor for a limited time period to cover expenses associated with the implementation of a UCC as allowed by the funding source identified for the UCC.

(i) Such start-up costs and capital improvements may include an one-time cost for capital asset acquisitions and/or improvements associated with the facility(ies) of the UCC under this Agreement. These expenses must be \$5,000 or greater and they shall be claimed in the fiscal year in which Contractor makes the purchase or improvement. These expenses may include: 1) construction or rehabilitation of the UCC facility(ies); 2) related "soft" costs for development of such facility(ies); and 3) other capital assets dedicated solely to the UCC implementation, as stated in Attachment II, Exhibit A -5 (CSS Expenditure Coding Guide for UCC Programs) of the Agreement.

(c) County Payments: After Director's review and approval of a complete and accurate invoice, County shall make good faith efforts to make payments for services billed through the invoice as soon as possible, subject to the limitations and conditions

specified in this Agreement, but in any event, such payment will be made no more than thirty (30) calendar days after each submitted invoice is approved.

C. BILLING PROCEDURES

(1) UCC: Contractors shall, no later than the 15th of each month, submit an invoice for the monthly allowable and actual cost for the operation of the UCC for the previous month to the persons and at the address identified in Paragraph R (PAYMENT AND INVOICE NOTIFICATIONS) of this Financial Exhibit A. Said invoice shall be in a form as specified by the County, and will include an itemized accounting, as specified in the DMH Policy Number 801.10, *Psychiatric Urgent Care Center Contract Reimbursement*, of all allowable costs incurred to operate the UCC. In the event that the 15th of any month falls on a weekend or holiday, then the invoice shall be submitted by the last business day before the 15th.

(a) In addition to the monthly invoices, Contractor shall submit, to the persons and at the address identified in Paragraph R (PAYMENT AND INVOICE NOTIFICATIONS) of this Financial Exhibit A, an Annual Expenditure Report (AER) that summarizes and/or updates, if any, actual and allowable costs for the entire fiscal year as specified in the DMH Policy Number 801.10, *Psychiatric Urgent Care Center Contract Reimbursement*. The AER is due no later than thirty (30) calendar days after the Annual Cost Report due date for the applicable fiscal year and may be used as the final invoice for the applicable fiscal year.

(2) If Title XIX Short-Doyle/Medi-Cal services and/or Title XXI MCHIP services are provided under this Agreement, Contractor authorizes County to serve as the Mental Health Plan for State claiming and reimbursement of Title XIX Short-Doyle/Medi-Cal services and/or Title XXI MCHIP services and to act on Contractor's behalf with SDHCS in regard to claiming.

(3) Claims Certification and Program Integrity:

(a) Contractor hereby certifies that all UOS entered by Contractor into the County's claims processing information system and/or claims for actual costs submitted to County for any services covered by this Agreement are true and accurate to the best of Contractor's knowledge.

(b) Contractor shall annually provide the additional certification set forth in the "Urgent Care Center Contractor Claims Certification for Title XIX Short-Doyle/Medi-Cal and Title XXI Medicaid Children's Health Insurance Program Reimbursements" (Exhibit A-1 to this Attachment II) related to Contractor's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX Short-Doyle/Medi-Cal and/or Title XXI MCHIP claims.

(4) Mental Health Services: UOS for all mental health services, including services funded by Title XIX Short-Doyle/Medi-Cal and Title XXI MCHIP but not including clients with private health insurance, shall be entered into County's claims processing information system within thirty (30) calendar days of the end of the month in which services are delivered, except as otherwise provided in this Paragraph C (BILLING PROCEDURES). For clients with private health insurance, Contractor must enter UOS within sixty (60) calendar days of the end of the month in which services are delivered, except as otherwise provided below.

(a) In the event that Contractor has a reasonable justification for not submitting UOS data within the time frame specified above, Contractor shall promptly, but in no event later than ten (10) business days after the timeline specified above, notify the Chief Information Office Bureau (CIOB), in writing, of the justification and remedy for the delay in submission of UOS in the County's claims processing information system, with a copy to Countywide Resource Management (CRM). County will determine whether a reasonable justification exists; if it does not, Contractor may be liable for liquidated damages, as specified in Paragraph D (4) below. If reasonable justification exists, Contractor shall submit (i) an initial or original (non-replacement) UOS data as soon as possible but for services under Title XIX Short-Doyle/Medi-Cal or under Title XXI MCHIP, no later than six (6) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; and (ii) replacement UOS data, if appropriate, for services under Title XIX Short-Doyle/Medi-Cal or under Title XXI MCHIP no later than nine (9) months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source.

(b) In addition to all other limitations provided in this Paragraph C (BILLING PROCEDURES), UOS for all services provided through June 30th of a given fiscal

year under certain categorical funding, i.e., Assembly Bill (AB) 109 funding, Department of Children and Family Services funding, as specified in the approved NP, shall be entered into the County's claims processing information system no later than July 15th of the subsequent fiscal year.

(c) In the event the State or federal government or any other funding source denies any or all UOS or claims submitted by County on behalf of Contractor, Contractor shall correct and resubmit/replace such UOS or claims within the time frame provided in Subparagraph (4) (a) of this Paragraph C (BILLING PROCEDURES).

(d) Notwithstanding the requirements in UOS specified in Subparagraph (4)(a) of this Paragraph C (BILLING PROCEDURES), Contractor shall, as soon as practicable, notify County of any delay in meeting the timeframe for submitting UOS specified in Subparagraph (4) of this Paragraph C (BILLING PROCEDURES) in the event Contractor is not able to make timely data entry into the County's claims processing information system due to no fault on the part of Contractor. Such Contractor notification should be immediate upon Contractor's recognition of the delay and must include a specific description of the problem that the Contractor is having with the County's claims processing information system. Notification shall be pursuant to the DMH Urgent Care Center Legal Entity Agreement, Paragraph 70 (NOTICES), and such notification shall also be made by Contractor to the DMH CIOB's Help Desk with a copy to CRM.

(e) The County will notify Contractor in writing as soon as practicable of any County issue(s) which will prevent the entry by Contractor of UOS data into the County's claims processing information system, and County will waive the requirement of Subparagraph (4) of this Paragraph C (BILLING PROCEDURES) in the event of any such County issue(s). Once County has notified Contractor that its issues are resolved, Contractor shall enter billing information into the County's claims processing information system within thirty (30) calendar days of County's notice unless County and Contractor otherwise agreed to by County and Contractor to a different period, or pursuant to Subparagraph (i) below.

(i) To the extent that issues identified pursuant to Subparagraph (4) (e) of this Paragraph C (BILLING PROCEDURES) requires that Contractor modify its procedures for entering UOS into the County's claims processing information system,

Contractor shall consult with County regarding a reasonable time required to implement such modifications and, upon approval by County, the thirty (30) calendar days required by Subparagraph (4) (e) of this Paragraph C (BILLING PROCEDURES) shall be extended by the amount of time required to implement such modifications.

(f) County may modify the County's claims processing information system at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County shall notify Contractor in writing of any such modification and the reason, if known, for the modification and the planned implementation date of the modification. To the extent that such modifications create a delay in Contractor submitting claims into the County's claims processing information system for a period of time, the timelines under this Paragraph C (BILLING PROCEDURES) shall be extended by the number of calendar days reasonably based on the time the system is inactive.

D. BILLING AND PAYMENT LIMITATIONS

(1) Provisional Payments: County payments to Contractor for performance of eligible services hereunder are provisional until the completion of the Annual Cost Report, AER, and all audits, as such payments are subject to future County, State, and/or federal adjustments to allowable costs. County adjustments to provisional payments to Contractor will be based upon the AER, annual cost report, and compliance reviews, and/or County, State, or federal audits, all of which take precedence over monthly claim reimbursements provided by County. County and Contractor acknowledge that the references in this Paragraph D (BILLING AND PAYMENT LIMITATIONS) represent examples only and are not intended, nor shall be construed, to represent all of the circumstances or conditions that may result in adjustments to provisional payments.

(2) Other Limitations for Certain Categorical Funding: In addition to all other limitations provided in this Paragraph D (BILLING AND PAYMENT LIMITATIONS), reimbursement for services rendered under certain funding sources may be further limited by rules, regulations and procedures applicable to that funding source. Contractor shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

(3) Contractor shall submit an NP and an updated NP as specified in DMH Notice, *Negotiation Package Submission Procedures*. Contractor shall compare its costs at least on a quarterly basis to Schedule 6-a (UCC Budget Schedule) of the approved NP, and shall not exceed UCC Budget Schedule amount. Costs in excess of the UCC Budget Schedule amount which are not approved by County pursuant to DMH Policy Number 801.10, *Psychiatric Urgent Care Center Contract Reimbursement*, will not be considered allowable.

(4) Recognizing that County will be damaged in the event that Contractor fails to meet certain obligations under this Agreement, and further recognizing that the damages may be difficult to determine in some instances, Contractor agrees that County has the right to assess damages per DMH Policy Number 801.10, *Psychiatric Urgent Care Center Contract Reimbursement* based on the following:

(a) Contractor agrees that County has the right to assess liquidated damages under the following circumstances:

(i) Contractor Invoicing: Contractor fails to timely submit invoices as required by County;

(ii) Submission of Client Data: Contractor fails to timely input data related to services to all clients regardless of payor(s) in the County's claims processing information system without reasonable justification. In the case of Medi-Cal or MCHIP beneficiaries, if Contractor submits data in sufficient time to allow billing to Medi-Cal or MCHIP, only liquidated damages apply.

(iii) Designation of Funding Sources: Contractor improperly designates the funding source responsible for the client and corrects the error before the time to bill the funding source has lapsed; and

(iv) Default: County determines that Contractor is in default under the provisions of this Agreement designated in DMH Policy Number 801.10, *Psychiatric Urgent Care Center Contract Reimbursement*.

(b) Contractor agrees that County has the right to assess actual damages incurred under the following circumstances:

(i) Submission of Medi-Cal or MCHIP Data: Contractor fails to input data related to services to Medi-Cal or MCHIP beneficiaries in County's claims

processing information system, or without good cause, such information is reported too late to allow timely claiming to Medi-Cal or MCHIP; and

(ii) Documentation: Contractor fails to ensure documentation of clinical work meets the minimum federal, State, and County written standards.

(c) Concurrent with any such action(s) specified in Subparagraph (4)(a) or (4)(b) of this Paragraph D (BILLING AND PAYMENT LIMITATIONS) and except in cases of alleged fraud or similar intentional wrongdoing or a reasonable good faith determination of impending insolvency, Director shall provide Contractor with written notice of the County's decision to take such action(s), including the reason(s) for the action, per DMH Policy Number 801.10, *Psychiatric Urgent Care Center Contract Reimbursement*.

(5) Expiration/Termination of Agreement: Contractor shall have no claim against County for payment of any money, or reimbursement of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement or any part thereof. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

(6) Agreement Compliance: Director, in his/her sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor shall not be paid a sum in excess of the amount due to the Contractor under the terms and conditions of this Agreement. Such actions may include, but are not limited to, denying all or in part the payment of any invoices, and/or demanding repayment from Contractor.

(7) 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.

E. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

(2) This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the federal government which may in any way affect the provisions or funding of this Agreement.

(3) In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, County reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board of Supervisors reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth in this Subparagraph (3) of this Paragraph E (LIMITATIONS OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) and Subparagraph (3) of Paragraph F (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS), the Contractor shall continue to provide all of the services set forth in this Agreement.

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

F. CONTRACTOR'S REQUIREMENTS FOR PAYMENT OF SERVICES BASED ON CLIENT ELIGIBILITY

(1) Payment under this Agreement is provided for the delivery of mental health services at a UCC to eligible beneficiaries identified in the SB82 Crisis Stabilization-UCC SOW and established in accordance with the requirements and restrictions imposed by each respective County, State and/or federal policies, guidelines, and regulations.

(2) Contractor shall not, in County's claims processing system, report services delivered to an eligible beneficiary for Medi-Cal to the Non-Medi-Cal Plan except in such cases where a client's eligibility for benefits is being established or determined at the time the report is made. Upon confirming that said client is approved for Medi-Cal benefits, Contractor shall void the original UOS for services provided on or after the effective date that Medi-Cal services became eligible for reimbursement, and replace/resubmit such UOS for Medi-Cal under the correct Plan. Similarly, where County determines that a service reported originally through the Non-Medi-Cal Plan was to a client approved for Medi-Cal, and so notifies Contractor, Contractor shall void the original UOS for services provided on or after the effective date that Medi-Cal services became eligible for reimbursement, and replace/resubmit such UOS for Medi-Cal under the correct Plan.

(3) Contractor shall be responsible for delivering services to clients to the extent that aggregate funding is in a County approved NP, except for special populations, not including County responsible clients, who have restricted sources of funding. Where Contractor determines that services to clients can no longer be delivered, Contractor shall provide thirty (30) calendar days prior written notice to County. Contractor shall thereafter refer clients to County or to another appropriate Contractor.

(a) Contractor shall not be required to provide the notice required under Subparagraph (3) of this Paragraph F (CONTRACTOR'S REQUIREMENT FOR PAYMENT OF SERVICES BASED ON CLIENT ELIGIBILITY) if the County reduces funding to the Contractor under Paragraph E (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) whether such reductions occur at the beginning or during a fiscal year. In addition, if County reduces or eliminates funding, or portion thereof, Contractor shall not be responsible for continuing services for those clients served by such funding, or portion thereof.

G. CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN

(1) County and Contractor may by written amendment reduce programs or services. The Director shall provide fifteen (15) business days prior written notice of such funding changes to Contractor, including any changes in the amount of services to be received by County.

(2) Contractor shall be responsible for delivering and monitoring services so that Contractor can provide continued and uninterrupted quality services to eligible beneficiaries as specified in this Agreement. Notwithstanding Subparagraph (1) of this Paragraph G (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN), if the County reasonably determines the Contractor will not meet expectations listed in Subparagraph (3), County may contact Contractor to discuss whether a corrective action plan (CAP) will be required. If County determines that a CAP is required, Contractor shall prepare such CAP. After receiving County approval of the CAP, Contractor shall implement its terms.

(3) Without limiting Contractor's obligations under this Agreement, Contractor shall meet the following expectations:

(a) Contractor shall not deviate twenty-five (25) percent or more from its projected unique client count, UOS, or costs for UCC services based on a quarterly review of Schedule 8 (Legal Entity Mental Health Service Plan) of the approved NP unless it has advised County of such deviation and County has agreed that it is permissible.

(b) Contractor shall meet performance and/or outcome expectations that are specified in the Agreement and/or any Service Exhibit, and/or are set forth in Department policies, guidelines, directives, and/or practice parameters.

(4) If a CAP is established pursuant to Subparagraph (2) of this Paragraph G (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN), and Contractor fails to comply with such CAP, County may implement options listed in subsections (a), (b), and/or (c) to safeguard County's mission to ensure access to quality services for all client populations and to ensure the types of services and supports necessary to assist clients in achieving hope, wellness, and recovery.

(a) Restrict payment to Contractor of any amount above the amount agreed to in the NP.

(b) In the event that Contractor is operating at capacity as defined in the approved NP and Agreement, clients will be redirected to other UCCs for services.

(c) Eliminate funding sources related to the deficiency within the Contractor's Agreement and/or terminate the Contractor's Agreement in its entirety for failure to meet performance and/or outcome expectations as specified in program service exhibit(s) and/or Department policies, guidelines, directives, and practice parameters.

(d) Changes that are based on one-time circumstances will be applicable to the current contract year only and shall not result in reductions (or increases) of funding in subsequent years, while changes that are based on clearly documented ongoing historical trends may result in ongoing reductions (or increases) of funding in subsequent years.

Prior to implementing options (a), (b), and/or (c) of Subparagraph (4), County shall provide fifteen (15) business days prior written notification to Contractor of County's intent to implement one or more such options. Such notification shall include an explanation of how the County reached the conclusion that Contractor is not meeting the expectations listed in Subparagraph (3) and copies of relevant data, such as but not limited to County information system reports used by County in making this decision, the nature and amount of proposed funding changes, and any proposed changes in the amount of services to be provided by Contractor.

(5) In the event Contractor believes that an adjustment under Subparagraph (4) of this Paragraph G (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN) is unjustified, Contractor may, within the fifteen (15) business days notice period, so notify the Director in writing, and request a meeting with County to review County's documentation. Any such meeting shall be held within thirty (30) calendar days of the initial written notification. If Contractor fails to meet with County in this period of time, and County has provided an opportunity to meet within that time period, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended changes in funding and/or program/service delivery up to and including termination of the entire Agreement.

If, after any such meeting, it is still determined that an adjustment under this Subparagraph (4) of Paragraph G (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES) is justified, the County shall take the appropriate action, as provided above. Director shall provide final prior written notice to Contractor of such action(s), including any changes in the amount of services to be received by County, and the determination of the Director will be final. Any such change in Contractor's Agreement, including termination of the entire Agreement shall be effected by an administrative amendment to this Agreement issued by the Director.

The determination by the Director shall be effective upon the receipt of such final prior written notice by Contractor and the changes to funding and services shall be incorporated into this Agreement as of the date of receipt. Contractor understands and agrees that funding may be reduced as a result of the adjustments authorized by this provision, and further acknowledges that County has relied upon this flexibility in establishing the funding for this Agreement. By executing this Agreement, Contractor specifically consents to the prospective adjustments set forth in this provision up to and including termination of the Agreement.

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

(1) If, under this Agreement, Contractor serves Title XIX Short-Doyle/Medi-Cal and/or Title XXI MCHIP clients, Contractor shall certify annually by submitting completed "Urgent Care Center Contractor Claims Certification for Title XIX Short-Doyle/Medi-Cal and Title XXI Medicaid Children's Health Insurance Program Reimbursements" (Exhibit A-1 to this Attachment II), no later than July 10 of each year, that all necessary documentation will exist at the time any claims for Title XIX Short-Doyle/Medi-Cal services and/or Title XXI MCHIP are submitted by Contractor to County.

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

(2) Contractor acknowledges and agrees that the County, in undertaking the processing of services, claims, and payment for services rendered under this Agreement

to Title XIX Short-Doyle/Medi-Cal and/or Title XXI MCHIP beneficiaries, does so as the Mental Health Plan for the State and federal governments.

(3) Contractor shall submit to County all Title XIX Short-Doyle/Medi-Cal and/or Title XXI MCHIP UOS or other State required service data within the time frame(s) prescribed by this Agreement to allow the County to meet the timeframes prescribed by the State and federal governments.

(4) County, as the Mental Health Plan, shall submit to the State in a timely manner claims for Title XIX Short-Doyle/Medi-Cal services and/or Title XXI MCHIP services only for those services/activities identified and entered into the County's claims processing information system, as appropriate, which are compliant with State and federal requirements. County shall make available to Contractor any subsequent State approvals or denials of such claims within thirty (30) days of receipt thereof.

(5) Contractor shall comply with all written instructions provided to Contractor by Director, State or other applicable payer source regarding claiming and documentation.

(6) Nothing in this Paragraph H (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM) shall be construed to limit Contractor's rights to appeal State and federal settlement and/or audit findings in accordance with the applicable State and federal regulations.

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

(1) Contractor shall comply with all County, State, and federal requirements and procedures relating to:

(a) The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and Welfare and Institutions Code Sections 5709 and 5710; and

(b) The eligibility of patients/clients for Short-Doyle/Medi-Cal, private insurance, or other third party coverage; , and

(c) The collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.

(2) All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Contractor only for the delivery of mental health service/activities specified in this Agreement.

(3) Contractor may retain unanticipated revenue, which is not shown in Contractor's NP for this Agreement, for a maximum period of one fiscal year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. Contractor shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Cost Report submitted by Contractor to County.

(4) Contractor shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

(5) Contractor may retain any interest and/or return which may be received, earned or collected from any funds paid by County to Contractor, provided that Contractor shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

(6) Failure of Contractor to report in all its claims and in its Annual Cost Report all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, all unanticipated revenue not shown in Contractor's NP for this Agreement, and all interest and return on funds paid by County to Contractor, shall result in:

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

(b) A report by County to SDHCS of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries.

- (c) Any appropriate financial adjustment to Contractor's reimbursement.

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

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

(2) For each month of each period of this Agreement, County will reimburse Contractor based upon Contractor's actual allowable cost, in accordance with the terms of this Agreement. However, for each month of the first two (2) months, of the Initial Term, the and any extension periods, Contractor may request in writing from County a monthly County General Fund CFA as herein described.

(3) CFA disbursement(s), if any, shall be part of the total maximum reimbursement, which is limited to the actual allowable cost as specified in Paragraph B (REIMBURSEMENT BASIS).

(4) CFA is intended to provide cash flow to Contractor pending Contractor's submission of invoices required by Subsection (1) of Paragraph C (BILLING PROCEDURES) for eligible services/activities, as identified in DMH Legal Entity Agreement Paragraph 5 (DESCRIPTION OF SERVICES/ACTIVITIES) and SB82 Crisis Stabilization-UCC SOW, and County payment thereof. Contractor may request each monthly CFA only for such services/activities and only to the extent that there is no other reimbursement from any public or private sources for such services/activities.

(5) No CFA will be given if a Contractor has not been certified as an eligible Medi-Cal service provider unless otherwise agreed to by County.

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

(a) In order to be eligible to receive a CFA, the letter requesting a CFA must be received by County on or before the 15th of that month (i.e., for the month of July 2014, the request must be received by July 15, 2014).

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

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

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

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

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

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

For each of the first two (2) months of each period that this Agreement is in effect, Contractor may request in writing from County a monthly County General Fund CFA. Contractor shall specify in its request the amount of the monthly CFA it is requesting, not to exceed 1/12th of UCC's budget as identified in the current and approved NP as of the specified month the CFA is requested.

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

(a) County will initiate recovery of the CFA balance, if any, for a particular fiscal year in July following the close of such fiscal year. Such recovery is initiated through the Contractor's submission of invoices for actual and allowable cost of rendering appropriate services and activities. The determination to begin recovery of CFA balance in

July of the following fiscal year is based on the presumption that when a contractor is meeting its contractual levels, then the Contractor will have incurred appropriate and allowable cost for services/activities, subject to the limitations and conditions specified in this Agreement, and submitted all invoices reflecting allowable actual cost by July 15 following the end of the fiscal year. In addition, Contractor will have entered such services/activities into the County's claims processing information system by July 30 following the end of the fiscal year.

(b) If at any time during the fiscal year, County determines that Contractor is not rendering services at a level that would meet the performance standard, County may initiate recovery of the CFA prior to July 1 of the following fiscal year. If County intends to initiate recovery of the CFA prior to July 1, County will give Contractor at least thirty (30) calendar days prior written notice, including the reason(s) for the intended actions. Contractor may, within fifteen (15) calendar days of the receipt of County's written notice, request reconsideration of the County's decision.

(c) Upon receipt and review of the AER, County will perform a reconciliation to determine if any of the CFA balance is owed to County. Contractor repayment of amounts owed shall be conducted as specified in Paragraph N (PAYMENT BY CONTRACTOR TO COUNTY) unless otherwise agreed to by County.

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

K. ANNUAL COST REPORT AND AER

(1) For each fiscal year or portion thereof that this Agreement is in effect, Contractor shall provide County with two (2) copies of an accurate and complete Annual Cost Report, along with a statement of expenses and revenue, and a Cost Report Certification. The statement of expenses and revenue and Cost Report Certification must be signed by a Contractor's executive official or designee, by the due date specified in Subparagraph (4) of this Paragraph K (ANNUAL COST REPORT AND AER).

(a) If Contractor has multiple DMH agreements with the County under one Legal Entity, Contractor shall submit a single consolidated Annual Cost Report for all

provider numbers used by the Legal Entity, and such report shall include information regarding the costs and services under this Agreement.

(2) An accurate and complete Annual Cost Report shall be defined as a cost report which is completed to the best of the ability of Contractor on such forms or in such formats as specified by the County, is consistent with such instructions as the County may issue, and is based on the best available data.

(3) The Annual Cost Report will be comprised of a separate set of forms for the County and State based on the funding applicable to the fiscal year.

(4) The Annual Cost Report will be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) calendar days following the expiration or termination date of this Agreement, whichever occurs earlier. Should the due date fall on a weekend, such report will be due on the following business day.

(a) Failure by Contractor to submit an Annual Cost Report within thirty (30) calendar days after the due date specified in above Subparagraph (4) of this Paragraph K (ANNUAL COST REPORT) shall constitute a breach of this Agreement.

i. In addition to, and without limiting, any other remedy available to the County for such breach, County may undertake any or all of the following to remedy such breach:

(A) In such instance that Contractor does not submit an Annual Cost Report by such thirty (30) calendar days after the applicable due date specified in Subparagraph (4) of this Paragraph K (ANNUAL COST REPORT AND AER), then all amounts covered by the outstanding Annual Cost Report and paid by County to Contractor for the fiscal year for which the Annual Cost Report is (are) outstanding shall be due by Contractor to County. Contractor shall pay County according to the method described in Paragraph N (PAYMENT BY CONTRACTOR TO COUNTY). Such payments shall be submitted to the persons and at the address identified in Paragraph R (PAYMENT AND INVOICE NOTIFICATIONS).

(B) If this Agreement is automatically renewed as provided in Paragraph 1 (TERM), then County may opt to suspend payments to Contractor under this Agreement until the Annual Cost Report is submitted. County shall give Contractor at least fifteen (15) business days written notice of its intention to suspend payments hereunder,

including the reason(s) for its intended action. Thereafter, Contractor shall have fifteen (15) business days either to submit the Annual Cost Report, or to request reconsideration of the decision to suspend payments. Payments to Contractor shall not be suspended during said fifteen (15) business days provided to correct the deficiency or, if reconsideration is requested, pending the results of the reconsideration process.

(b) Failure by the Contractor to submit an Annual Cost Report by the due date specified in Subparagraph (4) of this Paragraph K (ANNUAL COST REPORT AND AER) will result in damages being sustained by the County. County and Contractor agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to submit its Annual Cost Report to the County under this Paragraph K (ANNUAL COST REPORT AND AER). The County and Contractor hereby agree that a reasonable estimate of said damages is \$100 per day for each day that the Contractor fails to submit to the County by the due date.

i. Liquidated damages shall be assessed separately on each outstanding Annual Cost Report.

ii. Liquidated damages shall be assessed commencing on September 16th or on the seventy-sixth (76th) day following the expiration or earlier termination of this Agreement and shall continue until the outstanding Annual Cost Report is received.

iii. Upon written request from the County, Contractor shall, within thirty (30) calendar days of the date of the written request, submit to the County payment for said damages. Said Payment shall be submitted to the persons and at the address identified in Paragraph R (PAYMENT AND INVOICE NOTIFICATIONS).

iv. Contractor may ask that liquidated damages not be assessed by sending a written request for an extension to submit the Annual Cost Report to the Director no later than thirty (30) calendar days prior to the due date specified in this Subparagraph (4) of this Paragraph K (ANNUAL COST REPORT AND AER). The decision to grant an extension without assessing liquidated damages in accordance with Subparagraph (4) (b) of this Paragraph K (ANNUAL COST REPORT AND AER) shall be at the sole discretion of the Director.

(5) Each Annual Cost Report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-2; "The Provider Reimbursement Manual Parts 1 and 2;" the State's Cost and Financial Reporting System (CFRS) Instruction Manual; and any other written guidelines that shall be provided to Contractor at the Cost Report training, to be conducted by County on or before June 30 of the fiscal year for which the Annual Cost Report is to be prepared.

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

(b) Failure by the Contractor to attend the Cost Report Training shall be considered a breach of this Agreement that will result in damages being sustained by the County. County and Contractor agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to attend the Cost Report Training. County and Contractor hereby agree that a reasonable estimate of said damages is \$100 per occurrence. Therefore, County may, in its sole discretion, assess liquidated damages in the amount of \$100 for Contractor's non-attendance at the Cost Report Training. Said Payment shall be submitted to the persons and at the address identified in Paragraph R (PAYMENT AND INVOICE NOTIFICATIONS).

(6) Upon written notification from the Director that its Annual Cost Report contains errors or inaccuracies, Contractor shall, within thirty (30) calendar days, correct such errors and inaccuracies and resubmit its Annual Cost Report.

(a) If Contractor fails to correct inaccuracies in Annual Cost Report within thirty (30) calendar days after receipt of written notification from the Director and said inaccuracies result in the loss of reimbursement to County for claimable amounts that were paid to Contractor, Contractor must pay County the amount of lost reimbursement that County could have claimed if the inaccuracy was corrected by Contractor.

(7) Contractor shall be solely responsible for any loss incurred by County due to Contractor's failure to comply with County and State cost report requirements.

(8) The AER will be due 30 calendar days after the Annual Cost Report due date for the applicable fiscal year or 90 days following the expiration or termination date of this Agreement, which occurs earlier.

(a) Upon review and approval of the AER, County will reconcile the AER with total payments to Contractor for UCC services. County will issue an interim settlement with the Contractor for the allowable cost of such UCC services, as certified in the Annual Cost Report and reflected in the AER.

(i) If an additional amount is owed to Contractor, County shall issue payment to Contractor or reduce any other amounts owed to County within 60 days of issuance of the settlement.

(ii) If an amount is owed to County, Contractor will issue payment to County consistent with Paragraph N (PAYMENT BY CONTRACTOR TO COUNTY).

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

(1) Contractor shall maintain records documenting all Title XIX Short-Doyle/Medi-Cal services and/or Title XXI MCHIP services in compliance with the terms of Paragraph 13 (RECORDS AND AUDITS) of the Agreement.

(2) Contractor shall complete and certify, in accordance with State and County instructions, and provide DMH with two (2) copies of an accurate and complete Specialty Mental Health Services (SMHS) Reconciliation Report, also referred to as Title XIX Short-Doyle/Medi-Cal Reconciliation Report, by the due date set by the State for the applicable fiscal year. If Contractor also provides specialty mental health services pursuant to any other agreement with County, a single SMHS Reconciliation Report covering all contracted services shall be filed.

(a) Should Contractor fail to provide County with the SMHS Reconciliation Report by the due date, then Director, in his/her sole discretion, shall determine which State approved Short-Doyle/Medi-Cal services shall be used by County for completion of the SMHS Reconciliation Report.

(b) Contractor shall hold County harmless from and against any loss to Contractor resulting from the Contractor's failure to provide County with the SMHS Reconciliation Report and County's subsequent determination of which State-approved

Short Doyle/Medi-Cal services to use for completion of the SMHS Reconciliation Report for the Contractor.

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

(1) At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Contractor regarding the services/activities provided under this Agreement.

(2) Settlement of audit findings will be conducted according to the auditing party's procedures in place at the time of the audit.

(3) Post-Audit SD/MC Settlement: In the case of a State Short-Doyle/Medi-Cal (SD/MC) audit, the State and County will perform a post-audit SD/MC settlement based on State audit findings. Such settlement will take place when the State initiates its settlement action, which customarily is after the issuance of the audit report by the State and before the State's audit appeal process.

(4) County may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit for UCC services.

(a) Contractor shall provide all applicable documentation as requested by County, if County decides to appeal any such audit disallowances.

(b) For federal audit exceptions, federal audit appeal processes shall be followed.

(c) County may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. County shall notify Contractor of State appeal deadlines after County's receipt of information from State in order to coordinate receipt of applicable documentation.

(5) County Audits: Should County be the auditing party, Contractor will have thirty (30) calendar days from the date of the audit report within which to file an appeal with County. The letter providing the Contractor with notice of the audit findings shall indicate the persons and address to which the appeal should be directed. County shall consider all

information and arguments provided by Contractor with its appeal, and will issue its decision on the appeal after such consideration. Such decision is final. County will issue an invoice for any amount due County fifteen (15) calendar days after County has notified Contractor of the County's audit appeal findings. Contractor shall make payment to the County in accordance with the terms of Paragraph N (PAYMENT BY CONTRACTOR TO COUNTY). Said payment shall be submitted to the persons and at the address identified in Paragraph R (PAYMENT AND INVOICE NOTIFICATIONS).

N. PAYMENT BY CONTRACTOR TO COUNTY

(1) Payment Amount: In the event that it is determined that the Contractor owes County under this Agreement as the result of the CFA Reconciliation, Interim Settlement based on Cost Report/AER, SMHS Reconciliation and Settlement, SD/MC Audit and Post-Audit Settlement processes, and/or any other audits, Contractor agrees to pay County the sum owed to County upon a written notification by County. County first shall offset this amount against any other amount owed to Contractor. If there is a remaining amount owed to County, Contractor will pay County using one or more of the options provided below by notifying County within ten (10) business days of receipt of County's written notification:

- (a) Paid in one cash payment by Contractor to County;
- (b) Paid by cash payment(s) by Contractor to County over a period not to exceed twelve (12) months;
- (c) A repayment plan for up to and not to exceed six (6) years as negotiated between County and Contractor and approved by the Director or his designee:
 - i. Paid by cash payments(s) or deducted from future claims.
- (d) Use of in-kind services; or

(e) A combination of any or all of the above to run concurrently, but up to and not to exceed six (6) consecutive years.

(2) If Contractor does not so notify County within such ten (10) business days as stated in Paragraph N. PAYMENT BY CONTRACTOR TO COUNTY, (1) Payment Amount, above, or if Contractor fails to make payment of any such amount to County as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by County for recovery of such amount from Contractor.

(3) In-Kind Services: This Agreement considers the repayment of settlement amounts owed from Contractor to the County through the provision of in-kind services. As such, County and Contractor agree to the following terms and conditions:

(a) The term of the in-kind repayment may be for up to and not to exceed six (6) years from the execution of this Agreement as amended.

(b) No payment of any kind will be made by County to Contractor for such in-kind services provided under this Agreement.

(c) In-kind services from Contractor will be valued at the hourly rate of Contractor's staff assigned to a DMH Directly Operated facility or otherwise specified by the Director, to perform the in-kind service. The hourly rate should be the higher of whatever the County pays for a compatible service or Contractor's rate. If Contractor's hourly rate is used, it will be verified according to Contractor's payroll records. Contractor shall not include costs and units of service for such staff while performing in-kind services to County on its year-end cost report.

(d) County will assign a contract program monitor, or designate, to oversee the in-kind repayment of services by Contractor's staff in a DMH Directly

Operated facility or as otherwise specified by the Director. County's contract program monitor, or designate, will oversee Contractor's staff.

(e) County and Contractor agree that the in-kind services to be performed under this Agreement will consist of appropriate clinical services as specified by the Director or his designee within mutually agreed upon service areas. This includes the type and qualification of staff to be assigned to such Directly Operated facilities to perform the in-kind services.

(f) County's contract program monitor has the discretion to terminate the in-kind services based upon work performance issues associated with the Contractor's staff performing the in-kind services.

(g) County's contract program monitor may ask for a Corrective Action Plan which may include, but not be limited to, recommending a new repayment option for the Contractor which may include:

i. Paid in cash by Contractor to County over a period not to exceed three (3) months;

ii. Deducted from future claims over a period not to exceed three (3) months;

iii. A repayment plan for up to and not to exceed six (6) years as negotiated between County and Contractor and approved by the Director or his designee:

1) Paid in cash payment(s) or deducted from future claims.

iv. Any combination of the above, not to exceed a total of six (6) consecutive years from the date of the original repayment plan under this Agreement as amended.

(h) County will notify Contractor of the need for a Corrective Action Plan in writing.

i. If upon receipt of such written notice, Contractor does not provide the County with a written Corrective Action Plan within ten (10) business days, then Director, in his sole discretion, shall determine which of the four (4) payment options shall be used by County for recovery of amount owed by Contractor.

(i) Contractor will report the units of service delivered under the in-kind service arrangement in a format specified by County no later than the tenth calendar day of the month following the month of service. If the tenth calendar day of the month falls on a weekend or a County recognized holiday, the report is due the following business day.

(3) Under special circumstances, Contractor may request in writing an extension of the payment period beyond the six (6) - year extension period referenced in Paragraph N. PAYMENT BY CONTRACTOR TO COUNTY, (1) Payment Amount, (c) – extended repayment plan option.

(a) Director in his sole discretion may approve Contractor's request.

(4) Administrative Fee: A monthly administrative fee will be assessed for any Contractor repayment plan beyond 12 months;

(a) The fee assessed shall be a flat monthly amount based on the amount owed to County and the term of the repayment period at the time of the request.

(b) The amount of the fee will be determined by County at the time of Director's approval of Contractor's request, and shall be paid by Contractor to County with the monthly payment until Contractor pays County in full.

(5) Contractor may make additional cash payments to County at any time.

(6) If SMHS Reconciliation and Settlement, and/or SD/MC Audit and Post-Audit Settlement processes results in money owed to Contractor by County, such amount(s) shall be offset from the balance owed to County.

(7) Contractor shall ensure that no current-year County funding is used to pay prior years' liabilities and that the County offset is absorbed by revenues, donations, and/or other sources of funds.

(8) Notwithstanding any other provision of this Agreement as amended, in the event that County determines that Contractor has failed to make the payment to County as described in Paragraph N. PAYMENT BY CONTRACTOR TO COUNTY, and that there is no current written agreement between County and Contractor for mental health services so that no amounts are due by County to Contractor from which the withhold/offset described in Paragraph N. PAYMENT BY CONTRACTOR TO COUNTY, can be made, then the total outstanding amount, as determined by County, shall be immediately due and payable by Contractor to County. Contractor shall repay County by cash payment upon demand."

O. FINANCIAL SOLVENCY

Contractor shall maintain adequate provisions to meet the solvency/working capital criteria specified in DMH Policy 812.03, *Financial Responsibility Requirements for Existing DMH Contractors*.

P. COUNTY AND CONTRACTOR REQUESTED CHANGES

(1) If Contractor desires any change in the terms and conditions of this Agreement, Contractor shall request such change in writing prior to April 1 of the fiscal year for which the change would be applicable, unless otherwise agreed to by County.

(a) All changes requested by Contractor shall be made by an amendment pursuant to DMH Legal Entity Agreement Paragraph 40 (ALTERATION OF TERMS).

(b) After requesting any change, Contractor shall submit a Mid-Year Change to the last approved NP, which must be approved by the Director as specified in DMH Notice, *Negotiation Package Submission Procedures*.

(2) If County requires changes per options specified in Paragraph G (CONTRACTOR'S RESPONSIBILITY TO MONITOR SERVICE PLAN), Contractor must submit a Mid-Year Change to the last approved NP as specified in DMH Notice, *Negotiation Package Submission Procedures*.

(3) If County requires changes per Paragraph E (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS), Contractor must submit a Mid-Year Change to the last approved NP as specified in DMH Notice, *Negotiation Package Submission Procedures*.

(4) If County and Contractor agree to make a funding and/or service plan change relevant to this Agreement, Contractor must submit a Mid-Year Change to the last approved Negotiation Package as specified in DMH Notice, *Negotiation Package Submission Procedures*.

Q. PAYMENT AND INVOICE NOTIFICATIONS

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

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

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

County of Los Angeles Department of Mental Health

Financial Services Bureau – Accounting Division

550 S. Vermont Avenue, 8th Floor

Los Angeles, CA 90020

Attn: Accounts Receivable

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

Legal Entity: _____

Legal Entity Number: _____

Claims for services/activities with dates of services: February 19, 2018 through June 30, 2018.

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

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

Date: _____

Signature: _____

Executed at _____, California

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

Date: _____

Signature: _____

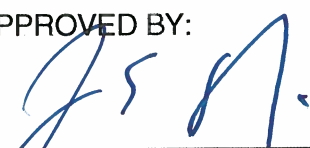
Executed at _____, California

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

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



**DEPARTMENT OF MENTAL HEALTH
POLICY/PROCEDURE**

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URGENT CARE CENTER COST-BASED PAYMENT	801.10	07/17/2017	1 of 14
APPROVED BY:  Director	SUPERSEDES N/A	ORIGINAL ISSUE DATE 07/17/2017	DISTRIBUTION LEVEL(S) 1, 2

PURPOSE

- 1.1 To establish the guidelines and parameters for a cost-based payment structure for Los Angeles County Department of Mental Health (LACDMH) Legal Entities (LE) that operate Crisis Stabilization Units (CSUs), also referred to as psychiatric Urgent Care Centers (UCCs), in the County of Los Angeles (County). Throughout this policy, the term “UCC” will be used to mean CSU.

DEFINITION

- 2.1 **Annual Expenditure Report (AER):** A summary of actual payments of a cost-based UCC for a given fiscal year.
- 2.2 **Cash Flow Advance:** Disbursement amounts from County General Fund to a LE for purposes of providing cash flow pending the rendering, billing, and processing of claims for eligible services/activities. Such amounts are to be repaid by the LE, generally using amounts owed by the County or earned by Contractor for services rendered.
- 2.3 **Chair:** Comfortable furniture authorized by LACDMH for use in the UCC for clients admitted for treatment. The chair is able to recline to allow clients to rest comfortably during their stay in the UCC.
- 2.4 **Contractor:** A LACDMH contracted agency responsible for services identified in the LE Agreement.
- 2.5 **Cost Report:** A State of California required report for the Medi-Cal Program. The Annual Cost Report contains actual cost, revenue, and statistical information used to determine cost reimbursement for LE Mental Health Services Providers.
- 2.6 **Crisis Stabilization:** A service described in California Code of Regulations (CCR) Title 9 Section 1810.210 (Authority 1) lasting less than 24 hours, to or on behalf of a client for a condition that requires more timely response than a



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regularly scheduled visit. Service activities include, but are not limited to, one or more of the following: assessment, collateral, and therapy. Crisis stabilization is distinguished from crisis intervention by being delivered by providers who meet the crisis stabilization contact and site requirements, CCR Title 9 Section 1840.338 (Authority 2) and staffing requirements, CCR Title 9 Section 1840.348 (Authority 3).

- 2.7 **DMH Provider Reimbursement Section (PRS):** A unit within LACDMH Financial Services Bureau responsible for reimbursement of rendered services.
- 2.8 **Fiscal Year (FY):** A 12-month budget and financial reporting period. The FY for LACDMH begins on July 1 and ends on the following June 30.
- 2.9 **Legal Entity (LE):** A corporation, partnership, or agency providing specialty mental health services under contract with LACDMH, exclusive of individual or group providers, Fee-For-Service/Medi-Cal hospitals or psychiatric nursing facilities, CCR Title 9 Section 1840.100(c). (Authority 4)
- 2.10 **LACDMH Program Manager:** A manager responsible for monitoring administrative, fiscal, and clinical operations of an LACDMH mental health program.
- 2.11 **LACDMH Program Staff:** A staff responsible for monitoring the day-to-day operations of a mental health program within LACDMH.
- 2.12 **Maximum Capacity:** The maximum number of clients each UCC can treat at any one time. This maximum client capacity is specified on the Medi-Cal certification issued to UCC.
- 2.13 **Mode of Service:** A classification of service types used in the Client and Services Information System and for Cost Reporting. This allows any mental health service recognized by LACDMH to be grouped with similar services.
- 2.14 **Program Budget:** Schedule 6-A of DMH LE Agreement, Negotiation Package (Attachment 1), which is a set of anticipated costs and revenues for a particular funded program or a particular provider clinic/site for an entire FY.



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- 2.15 **Service Function Code (SFC):** Numeric billing codes used to identify a service or service category within a Mode of Service.
- 2.16 **Start-up Costs:** A set of expenses allowed under a specific funding source(s) typically granted for a period of up to three months and intended to assist a contractor in fully implementing a funded program.
- 2.17 **Urgent Care Center (UCC):** An outpatient program that provides, for up to 24 hours, intensive crisis services composed of immediate care and linkage to community-based services and supports for individuals who would otherwise be brought to emergency rooms. UCCs must be Medi-Cal certified to provide crisis stabilization services, including integrated services for co-occurring substance abuse disorders and must be Lanterman-Petris-Short designated to evaluate and treat individuals involuntarily detained pursuant to Welfare and Institutions Code, Sections 5150 and 5585. (Authority 5)

POLICY

- 3.1 To the extent that reimbursement for UCC services provided by a LE is cost-based and the services are provided under a contract without a maximum contract amount, LACDMH shall ensure that the costs submitted for reimbursement are reasonable and allowable under applicable funding plans and monitored on a regular and ongoing basis.
- 3.2 The provisions regulating cost reimbursement procedures and cost report and settlement requirements shall be contained in the LACDMH LE Agreement, Financial Exhibit A. This policy contains the guidelines for implementation of the contract provisions.

PROCEDURE

- 4.1 Negotiation Package and Program Budget Approval
 - 4.1.1 By May 1st, before the commencement of a new FY, or prior to the commencement of a new contract, contractor shall submit a Schedule 6-A of the LE Agreement (Program Budget in the Negotiation Package). The Program Budget shall be based upon the UCC's Maximum



DEPARTMENT OF MENTAL HEALTH POLICY/PROCEDURE

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Capacity. LACDMH reserves the right to review the Negotiation Packages (NPs), including the Program Budget, for accuracy and reasonableness, and approve or reject NPs or Program Budgets, including providing instructions for remedying any rejected NPs or Program Budgets.

4.1.2 Program Budget Requirements

4.1.2.1 The anticipated annual program costs in the Program Budget shall be developed using the UCC's Maximum Capacity. The Program Budget shall reflect all direct and indirect costs needed to appropriately cover peak service times. Contractor is required to make every attempt to stay within the approved initial amount. To the extent possible, contractor shall, in preparing the Program Budget, account for possible price fluctuations and build in reasonable contingencies to prevent exceeding the approved Program Budget. Further, LACDMH may assess financial consequences when contractor, as instructed by LACDMH Program Staff, does not take reasonable steps to ensure program costs are minimized when the UCC is not able to operate at Maximum Capacity for extended periods of time.

- County may pay start-up costs to a contractor for a limited time period to cover expenses associated with the implementation of a UCC. Allowable start-up costs will be determined by the funding source(s) identified in the contract.

NOTE: IN INSTANCES WHERE A NEW UCC CONTRACT IS BEING ESTABLISHED AND A THIRD PARTY FUNDING SOURCE DOES NOT ALLOW A CONTRACTOR TO CLAIM FOR CERTAIN START-UP EXPENSES THAT THE COUNTY WOULD ALLOW, THE COUNTY MAY, AT ITS SOLE DISCRETION, DETERMINE WHETHER TO PAY START UP EXPENSES, USING OTHER FUNDS.



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- In no event shall a contractor increase or reduce the number of chairs that have been authorized for use in the initial Program Budget without first submitting a written request to the LACDMH Program Manager detailing the reasons for a modification, and receiving written approval from the LACDMH Program Manager for the modification.
- Contractor may only submit requests for changes in staff salary and benefit rates, including amounts paid in salary and bonuses to its executive management, at the beginning of each FY. Requests are subject to review and approval based on the availability of funds and inflation factors.

4.1.3 Program Budget Modifications

4.1.3.1 It is the contractor’s responsibility to ensure it maintains policies and procedures to monitor its Program Budget and spending to effectively operate the UCC. If at any point during the FY, contractor discovers that ongoing FY costs will exceed the total for either the direct or indirect categories of the approved Program Budget, contractor shall immediately submit a written notice to the LACDMH Program Manager of the potential of exceeding the approved Program Budget.

4.1.3.2 The notice must provide a revised Program Budget, a cost analysis and justification for the anticipated increase in the approved program budget and explain the steps taken to mitigate the increase in cost, including an explanation as to why an increase is unavoidable and whether contractor anticipates that the increase will carry on into future FYs or is considered a one-time incident. Contractor must also explain the extent to which it is possible to reduce the unavoidable costs. LACDMH Program Manager will review the notice upon receipt, and if the costs are deemed unavoidable and justified, the LACDMH Program Manager will make a recommendation to LACDMH executive management that the revised program budget be approved. Contractor shall be



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notified in writing within five (5) business days of executive management’s approval or rejection of the revised program budget.

4.1.3.3 LACDMH shall not be responsible for the payment of costs that are greater than the amount in an approved revised Program Budget which is adopted by LACDMH after following the procedure in Section 4.1.2. In the event that there is no approved revised Program Budget, LACDMH will not reimburse amounts above the original approved Program Budget. Furthermore, LACDMH will not pay particular costs which are not reasonable and not allowable under Medi-Cal or other funding source rules irrespective of whether such costs are within the aggregated approved Program Budget or revised Program Budget amount.

4.1.4 Cash Flow Advances (CFA)

4.1.4.1 Contractor shall refer to and follow the instructions in Financial Exhibit A of the LACDMH LE Agreement titled CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED.

4.2 Invoices, Reports, and Claiming

4.2.1 Contractor shall submit monthly invoices to PRS. The UCC Contract Reimbursement Invoice Claim Template (Attachment 2) shall include the total monthly cost related to the provision of direct services, as well as indirect and administrative costs, and other direct charges associated with the delivery of UCC services that are eligible under Mode 10, SFC 25. Contractor shall separately submit monthly Client Supportive Services Expense Claims (Attachment 3) to LACDMH PRS for the allowable costs associated with UCC Mode 60 services. Invoices shall be prepared in accordance with generally accepted accounting practices and consistent with the allocation guide provided in Cost Allocation Methodology (Attachment 4).



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4.2.1.1 In some instances, such as where a third party is providing funding, a contractor may need to incur costs up front and seek reimbursement through a third party source. Contractor shall follow the procedures and guidelines established by such third party source or LACDMH to obtain such reimbursement.

4.2.2 Invoices shall be submitted to PRS by the 15th of the month following the month for which costs were incurred. For example, requests for payment for costs incurred in the month of July shall be submitted by no later than August 15th. In the event that the 15th of any month falls on a weekend or holiday, then the invoice shall be submitted by the last business day before the 15th. LACDMH Program Staff will then review invoices for accuracy. Upon approval of the invoice, LACDMH Program Staff will submit the invoices to PRS for processing payment.

4.2.2.1 To avoid delays in payment, contractors shall ensure invoices are accurate and submitted in a timely manner. Submissions provided beyond the identified deadline require a justification that will be reviewed by LACDMH Program Staff for payment.

4.2.2.2 It is contractor's responsibility to ensure all invoices contain the required information as set forth in the authorized invoice document to ensure payment. Invoices that do not contain all required information may result in delayed processing and payment of the invoice(s). Contractor shall record "N/A" for categories that do not apply.

4.2.2.3 Contractor shall also be responsible for providing supporting documents to justify any invoice(s) submitted. Supporting documents shall clearly identify what charge on the invoice they are supporting, and be easily identifiable. Unless LACDMH specifies or instructs otherwise, copies of supporting documents are acceptable. The following are examples of supporting documentation expected to be provided when submitting invoices.



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Type of Cost	Supporting Documentation
Direct Cost – Program Staffing	Timesheets, certified statement of hours worked, or check stubs.
Direct Cost – Services and Supplies	Copies of receipts, invoices, or contracts.
Indirect and Administrative Costs	Methodology (provided one time, unless changed).

4.2.2.4 LACDMH will provide a schedule of payment as noted in the LE Agreement, Financial Exhibit A, Reimbursement Basis.

4.2.3 **Mode 10 Services:** Contractor shall report all allowable crisis stabilization services (Mode 10, SFC 25) in LACDMH’s claims processing information system in accordance with LE Agreement, Financial Exhibit A, Billing Procedures and complete and submit UCC Contract Reimbursement Invoice Claim Template (Attachment 2) to report all direct and indirect costs associated with the delivery of Mode 10, SFC 25.

4.2.4 Contractor shall ensure that all Mode 10 services provided through the UCC are reported in the LACDMH claims processing information system within 30 days of the end of the month in which services are delivered and data for services provided are appropriate and accurate. If contractor fails to enter claims within this time period without reasonable justification, LACDMH may assess liquidated damages as provided for in LE Agreement, Financial Exhibit A, subparagraph (4) of Paragraph D, (BILLING AND PAYMENT LIMITATIONS).

4.2.5 **Mode 60 Services:** Contractor shall claim allowable expenses under Mode 60, SFCs 70, 71, 72, 75, and 78 by completing and submitting the Client Supportive Services Expense Claim (Attachment 3) to report all costs associated with the delivery of Mode 60, SFCs 70, 71, 72, 75, and 78.

4.2.6 Contractor is responsible for resolving any claims for services provided by contractor and submitted by LACDMH which are rejected or denied by the Medi-Cal program for reasons other than lack of eligibility or



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coverage, and for assisting LACDMH in the submission of replacement claims in a timely manner. Unresolved denied claims may result in LACDMH assessing damages pursuant to LE Agreement, Financial Exhibit A, subparagraph (4) of Paragraph D, (BILLING AND PAYMENT LIMITATIONS).

4.3 Assessment of Damages

4.3.1 Conditions for Assessment of Liquidated or Other Damages: It is acknowledged that contractor's failure to adhere to LE Agreement, Financial Exhibit A, will cause LACDMH to incur damages and losses, some of which are types and in amounts difficult to ascertain with certainty, and that the liquidated damages and the actual damages formulas as set forth in LE Agreement, Financial Exhibit A, Paragraph D, (BILLING AND PAYMENT LIMITATIONS) represent a fair, reasonable and appropriate remedy thereof.

4.3.1.1 Accordingly, in lieu of actual damages for non-compliance with LE Agreement, Financial Exhibit A, liquidated damages may, at LACDMH's sole discretion, be assessed and recovered by County from contractor, in the event of repeated occurrences of non-compliance with the timely and proper reporting of service information into LACDMH's claims processing information system, where such information is reported in time for LACDMH to submit a timely claim or reprocess a claim to Medi-Cal or Medicaid Children's Health Insurance Program (MCHIP).

4.3.1.2 Actual damages may be assessed in the event that complete and accurate service information is not reported in time for LACDMH to submit a timely claim or reprocess a defective claim for a covered service to an eligible Medi-Cal or MCHIP beneficiary. No liquidated or other damages will be assessed if the contractor has good cause for the untimely submission, and actual damages will not be assessed if the payment for the services is denied due to lack of beneficiary eligibility, or lack of coverage. Actual damages may be assessed where



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coverage is denied due to lack of documentation.

4.3.2 Process for Assessment of Liquidated and Other Damages: The process for determining if liquidated or actual damages may be assessed is as follows:

4.3.2.1 For each month an invoice is submitted, LACDMH program staff shall, within 10 business days of the end of the contractual reporting deadline as described in LE Agreement, Financial Exhibit A, Paragraph C (BILLING PROCEDURES), reconcile data provided by contractor, the LACDMH claims processing information system, including IS/IBHIS data, contractor's monthly invoice and monthly census reports/client lists and the unbilled Medi-Cal Report, to determine whether contractor has adhered to reporting responsibilities as set forth in LE Agreement, Financial Exhibit A, Billing Procedures.

4.3.2.2 If it is determined that timely reporting was not done, LACDMH program staff will submit an initial written notice to contractor within five (5) business days of the reconciliation process to inform contractor of its failure to meet contractual obligations. Such notice shall also serve to inform contractor that any repeated occurrence or failure to remedy the initial non-compliance issue will automatically result in the assessment of liquidated damages. The amount of such liquidated damage as set forth below shall be deducted from payment of the following month's invoice. Such notice shall further advise contractor that continued failure to report data necessary to timely claim for services to Medi-Cal and MCHIP beneficiaries shall result in assessment of actual damages.

4.3.2.3 If contractor continues to demonstrate poor compliance with LE Agreement, Financial Exhibit A, Billing Procedures, the County may pursue additional remedies up to and including termination of the contract.



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- 4.3.2.4 Contractor may meet with LACDMH within five (5) days of the date of the notice and demonstrate why good cause exists not to assess liquidated or actual damages.
- 4.3.2.5 Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, but rather a reasonable measure of damages, based upon LACDMH's experience and the nature of the loss that may result from non-compliance.
- 4.3.2.6 Requests for delays in claims submissions due to good cause justification or no fault on the part of the contractor or due to County issues that prevent the entry by contractor of UOS data shall be handled in accordance with LE Agreement, Financial Exhibit A, Billing Procedures.
- 4.3.2.7 The table below provides the types of damages LACDMH may assess due to contractor's non-compliance and the amount associated with the particular damage. The provisions that constitute the damages are found in LE Agreement, Financial Exhibit A, subparagraph (4) of Paragraph D, (BILLING AND PAYMENT LIMITATIONS). These amounts are subject to change at LACDMH's discretion with 30 days' written notice provided to contractor.

Liquidated Damages	Assessed Amount
Contractor Invoicing	\$100 for each invoice that is late.
Submission of Client Data	<p>If at the time of the LACDMH program staff review described in Section 4.3 of this policy client data is shown to be between one to five (1-5) days late, an amount of \$10 per client shall be assessed.</p> <p>If at the time of the LACDMH program staff review described in Section 4.3 of this policy client data is shown to be</p>



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	<p>between 6-10 days late, an amount of \$15 per client shall be assessed.</p> <p>If at the time of the LACDMH program staff review described in Section 4.3 of this policy client data is shown to be over 10 days late, an amount of \$20 per client shall be assessed.</p>
Designation of Funding Sources	\$10 for each client incorrectly claimed on an invoice.
Default: Non-compliance with this LACDMH Policy No. 801.10.	\$100 per occurrence.
Default: Non-compliance with financial guidelines that govern particular funding sources.	\$100 per occurrence in a monthly invoice.
Default: Untimely submission of Schedule 6-A of the NP as described in Section 4.1 of this policy.	\$100 per day for each day the contractor fails to submit Schedule 6-A of the NP timely.
Actual Damages	Assessed Amount
Submission of Medi-Cal or MCHIP Data.	Actual amount of revenue expected to be generated by LACDMH when data is not submitted in sufficient time to allow billing to Medi-Cal or MCHIP.
Lack of Documentation.	Actual amount of revenue expected to be generated by LACDMH when documentation does not meet minimum federal, state and County written standards.

4.4 Annual Expenditure Report

- 4.4.1 Contractor shall submit an Annual Expenditure Report (AER) (Attachment 5) for each UCC it operates. The AER is due no later than 30 calendar days after the annual cost report due date for the applicable FY and shall be submitted to PRS staff. The AER shall identify and include the following:



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- A summary of expenses for the entire FY broken down by monthly direct and indirect expenses;
- Actual, allowable UCC expenses not captured during the FY. Contractor shall report all expenses that may have not been previously captured in monthly invoices and shall clearly delineate when and why a particular expense was not captured, and shall provide supporting documents to validate the expense;
- Remove expenses not attributable to the UCC. Contractor shall clearly delineate when and where an expense not attributable to the UCC was incurred. Revisions shall be reflected in subtotals of the AER; and
- Ensure all expenses attributed to the UCC are recognized in accordance with Generally Accepted Accounting Principles.

4.4.2 The AER shall be consistent with and serve to support the expenditures reported for cost reporting and settlement purposes. LACDMH program staff shall use the AER to validate program costs and set forth corrective actions, if necessary. Refer to Attachment 4 for a template of the AER.

4.5 County Rights and Options

4.5.1 LACDMH reserves the right to review and determine the efficacy of a UCC cost-based payment structure, and to take appropriate actions as a result of such review, including reverting to the previous payment structure or termination of the contract. LACDMH also reserves the right to amend existing policies and/or establish new or additional policies that govern the reimbursement of UCC services.

AUTHORITY

1. California Code of Regulations Title 9 Section 1810.210
2. California Code of Regulations Title 9 Section 1840.338
3. California Code of Regulations Title 9 Section 1840.348
4. California Code of Regulations Title 9 Section 1840.100
5. California Welfare and Institution Code Sections 5150 and 5585
6. LACDMH Notice: Negotiation Package Submission Procedures



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7. Code of Federal Regulations Title 2 Subtitle A Chapter II - Office of Management and Budget Guidance, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E - Cost Principles

ATTACHMENT (HYPERLINKED)

1. [Schedule 6-A of DMH Legal Entity Agreement, Negotiation Package](#)
2. [Urgent Care Center Contract Reimbursement Invoice Claim Template](#)
3. [Client Supportive Services Expense Reimbursement Claim](#)
4. [Cost Allocation Methodology](#)
5. [Annual Expenditure Report](#)

RESPONSIBLE PARTY

LACDMH Countywide Resource Management
LACDMH Financial Services Bureau

URGENT CARE CENTERS

CONTRACT REIMBURSEMENT INVOICE CLAIM

Provider Name:
 Provider Number:
 Address:
 Program/Plan: Crisis Stabilization Center/Alternative Crisis Services
 Agreement Number:
 Agreement Term:
 Legal Entity Number:

INVOICE PERIOD: _____
 Monthly Invoice Total _____
 Y-T-D Total _____
 Units of Service _____

Description of Expense	UCC Approved NP Budget (Effective 07/01/17)	UCC Monthly Expense	Balance
Personnel Expenses FTEs: _____ (See Attachment A)			
Salaries Expenses	\$ -	\$ -	\$ -
Employee Benefits	-	-	-
Personnel Expenses Subtotal	\$ -	\$ -	\$ -
Services & Supplies			
Conferences	\$ -	\$ -	\$ -
Education and Training	-	-	-
Equipment Leases (not lease purchase)	-	-	-
Furniture	-	-	-
Information Technology/Data Processing	-	-	-
Insurance-Workers Compensation	-	-	-
Insurance-Other	-	-	-
Laboratory Services	-	-	-
Medications	-	-	-
Office Supplies	-	-	-
Professional Services-Accounting	-	-	-
Professional Services-Legal	-	-	-
Professional Services - Other	-	-	-
Publications	-	-	-
Subcontracts (provide detail separately)	-	-	-
Telecommunications	-	-	-
Travel/Transportation	-	-	-
Utilities	-	-	-
Other (Specify)	-	-	-
Other (Specify)	-	-	-
Other (Specify)	-	-	-
Services & Supplies Expenses Subtotal	\$ -	\$ -	\$ -
Facilities/Equipment:			
Equipment, Purchase under \$5000	\$ -	\$ -	\$ -
Equipment, Purchase w/a Unit Value \$5000 or more	-	-	-
Facilities and/or Improvements w/a Unit Value \$5000 or more	-	-	-
Facilities/Equipment Expenses Subtotal	\$ -	\$ -	\$ -
Indirect Administrative Overhead			
Indirect Administrative Overhead	\$ -	\$ -	\$ -
Indirect Administrative Overhead Expenses Subtotal	\$ -	\$ -	\$ -
Expense Total	\$ -	\$ -	\$ -

Agency Verification

I hereby certify that all of the above costs are eligible under the terms and conditions for reimbursement as set forth in the Legal Entity Agreement for UCC Services, Policy No. XXXX, and the guidelines set forth by the State for Crisis Stabilization Center services and are true and correct to the best of my knowledge.

Signature Date

Print Name Title

DMH Approval

Signature Date

Print Name Title

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 URGENT CARE CENTER MONTHLY CLIENT CENSUS REPORT

Agreement Number : _____
 Agreement Term : _____
 Program Name : _____

Fiscal Year: _____
 Billing Month: _____
 Provider Number: _____

MIS #	Client Name	Date of Birth (XXXX/XXXX)	Date of Service	Funding Source	Payor Source (Indigent/ Medi-Cal)	Claimed Amount
123456	Jane Doe	1/1/2001	2/20/2017	AB109	INDIGENT	\$ 123.00
Total:						\$123.00

Agency Verification
 I hereby certify that all of the above are eligible under the terms and conditions for reimbursement under the Legal Entity Agreement for UCC Services, Policy No. 801.10, and the guidelines set forth by the State for Crisis Stabilization Center services and are true and correct to the best of my knowledge.

Signature _____ Date _____
 Print Name _____ Title _____

DMH Approval
 Signature _____ Date _____
 Print Name _____ Title _____

EXPENDITURE CODING GUIDE ONE-TIME MHSA EXPENSES AND CLIENT SUPPORTIVE SERVICES FOR URGENT CARE CENTER PROGRAMS

DMH has developed reimbursement guidelines for one-time expenses and startup costs associated with starting new Urgent Care Centers (UCC). One-time expenses are allowed during the first year in which a program is initiated. Program startup costs are only permitted during the first two months of the program's initiation unless prior approval is obtained from the DMH Lead Program Manager. Listed below is a coding guide for common expenses and their corresponding Service Function Codes (SFCs).

It is important to remember that client related expenses are unique to each client. Client Support Services (CSS) are client specific and are intended to cover the cost of services directly related to the client. The service provider is responsible for utilizing CSS funds in a manner that is clearly tied to the client's treatment and recovery goals as well as delivered to the recipient in the fiscal year in which they were purchased. Client support service expenses may not necessarily be limited to those listed in the categories below. Expenses that are not listed in this guideline require DMH pre-approval for reimbursement.

ALLOWABLE EXPENSES

SFC 72 – CLIENT/FAMILY/CAREGIVER SUPPORT

- Client clothing
- Client personal hygiene items
- Client food/dietary service
- Client supplies for social/recreational activities
- Transportation, e.g. Bus Passes, Tokens, Taxi Vouchers
- Medical transport /ambulance
- Medical services including prescription drugs and laboratory tests (not covered by other benefits/insurance)

SFC 75 – NON-MEDI-CAL CAPITAL ASSETS

- Capital assets over \$5,000
- Tenant improvements and fixtures
- Construction, rehabilitation or repairs of facilities or buildings (with written DMH pre-approval)
- Related "soft" costs for development, including facilities, buildings or office/meeting spaces.
- Vehicles (with written DMH pre-approval)

SFC 78- OTHER NON-MEDI-CAL CLIENT SUPPORT

- Equipment less than \$5,000
- Program/office supplies and equipment
- Furniture/Appliances/Electronics
- Information Technology, e.g., computers, software, phones, network system, etc.
- Program staff salaries* (staff time dedicated to program development prior to service delivery)
- Staff training and orientation
- Recruitment and advertisement
- Printing and postage
- Utilities, e.g. electricity, gas, water including deposits
- Basic cable TV or bundled services (TV, telephone and internet)
- Housekeeping/cleaning service and supplies
- Furnishings and décor
- Medical supplies & equipment, e.g., OTC stock medications and first aid

**Members of the program's treatment team that bill through the IS cannot request their wages be reimbursed through this mechanism. See Guideline for details.*

NON-ALLOWABLE EXPENSES

- Alcohol
- Tobacco
- Incentives
- Sexually explicit materials
- Illegal substances / activities
- Medi-Cal Share of Cost
- Expenses related to purchasing land or buildings
- Costs for staff to accompany clients to venues such as sporting events, concerts or amusement parks
- Prescription drugs that would otherwise be available via Indigent Medication / Prescription Assistance programs
- Service Extenders (refer to the Older Adults Guidelines Manual for directions on submitting invoices for Service Extenders)
- Units of Service or any other service costs that are reported under Modes 05, 10, 15, or 45

DMH UCC LEGAL ENTITY AGREEMENT ATTACHMENT IV

Service Delivery Site Exhibit

CONTRACTOR NAME: Star View Behavioral Health, Inc.

LEGAL ENTITY NO.: 00543 PERIOD: February 13, 2018 – June 30, 2018

*DESIGNATED PROGRAM OFFICE	PROV. NO.	SERVICE DELIVERY SITE(S)	M.H. SERVICE AREA(S) SERVED	SITE SUP. DISTRICT
CRM	TBD	18501 E. Gale Ave. City of Industry, 91748	3	1
CRM	TBD	3210-3220 Long Beach Blvd., Long Beach, 90807	8	4
CRM	TBD	Antelope Valley	1	5

SERVICE EXHIBITS

A duplicate original of the Service Exhibit(s) will be on file in the Department of Mental Health's Contracts Development and Administration Division and is deemed incorporated herein by reference as though fully set forth, and will be made available to interested persons upon request.

<u>DESCRIPTION</u>	<u>CODES</u>	<u>SERVICE EXHIBIT NUMBER</u>
Targeted Case Management Services (Rehab. Option)	104-A	
Short-Term Crisis Residential Services (Forensic)	201	
Crisis Stabilization Services (Rehab. Option)	202-A	
Vocational Services	304-A	
Day Rehabilitation Services (Adult) (Rehab. Option)	308-B	
Day Rehabilitation Services (Children/Adolescents) (Rehab. Option)	309-B	
Day Treatment Intensive Services (Adult) (Rehab. Option)	310-B	
Day Treatment Intensive Services (Children/Adolescents) (Rehab. Option)	311-B	
Mental Health Services (Rehab. Option)	402	
Medication Support Services (Rehab. Option)	403	
Crisis Intervention Services (Rehab. Option)	404-A	
Mental Health Service Treatment Patch (La Casa)	405	
Therapeutic Behavioral Services	406-A	
Outreach Services	501-A	
Outreach Services (Suicide Prevention Services)	502-A	
American Indian Life Skills (United American Indian Involvement, Inc.)	503-A	
Intensive Skilled Nursing Facility Services	601	
Mental Health Rehabilitation Centers (La Casa Mental Health Rehabilitation Center)	602	
Intensive Skilled Nursing Facility Services (La Paz)	603	
Intensive Skilled Nursing Facility Services Forensic Treatment	604	
Skilled Nursing Facilities (Psychiatric Services)	605	
Skilled Nursing Facility – Special Treatment Program Services (SNF-STP/Psychiatric Services)	608	
Intensive Skilled Nursing Facility Services – Enhanced Treatment Program (ETP)	609	
Socialization Services	701-A	
Life Support Services	801	
Case Management Support Services	802-A	
Case Management Support Services (Forensic)	803-A	
Case Management Support Services (Children & Youth)	804-A	

**DMH LEGAL ENTITY AGREEMENT
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Life Support Services (Forensic)	805	
Independent Living Services	901	
Local Hospital Services	902	
Semi-Supervised Living Services	904	
Adult Residential Treatment Services (Transitional) (MSHA)	912	
Adult Residential Treatment Services (Long Term)	913	
Non-Hospital Acute Inpatient Services (La Casa PHF)	914	
Comprehensive Adult Residential Treatment Services (Bio-Psycho-Social Services)	915	
Assertive Community Treatment Program (ACT)	921	
Psychiatric Inpatient Hospital Services	930	
Primary Linkage and Coordination Program	1001	
Service Provisions (Organizational Provider Only)	1003	
Client Supportive Services (<i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i>)	1010-A	
Mental Health 24-Hour Services Interim Placement Funding for Basic Care Services	1011	
Mental Health 24-Hour Services Children Under Age 18 Basic Services	1012	
Supportive Services – Residential Programs (<i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i>)	1013	
Client Supportive Services-Mental Health Services Act Programs (<i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i>)	1014-A	
Supportive Services – Intensive Residential Program (<i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i>)	1016	
Client Supportive Services (New Directions) (<i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i>)	1018	
Intensive In-Home Mental Health Services	1022	
Intensive Treatment Foster Care	1025	
One-Time Expenses Associated with Program Development for Intensive In-Home Evidence Based Practices (<i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i>)	1026	
Planning, Outreach and Engagement	1027	
Client Supportive Services Homeless CalWORKs Families Project (<i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i>)	1031	
Star View-PHF-Supplemental Financial Support	1032	
Star View-CTF-Supplemental Financial Support	1033	
Suicide Prevention Program Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan	1036	

**DMH LEGAL ENTITY AGREEMENT
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One-Time Expenses Associated with Starting a new MHSA Program for PEI Early Start Suicide Prevention Program (<i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i>)	1037	
PEI Early Intervention EBP programs for Children & TAY	1039	
One-Time Expenses Associated with Implementing a New MHSA Program for Prevention and Early Intervention (PEI) Program (<i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i>)	1046	
Prevention and Early Intervention (PEI) Program (<i>Includes Attachment A - MHSA PEI Programs Core Interventions and Ancillary Services Guide and Attachment B - PEI Evidenced Based Practices (EBP) Outcome Measures</i>)	1047	
One-Time Expenses Associated with Starting A New Mental Health Services Act Innovation Program (<i>Includes Attachment A</i>)	1052	
Statement of Work (SOW) CalWORKs Program (<i>Exhibits 1-7</i>)	1060	
One-Time Expenses Associated with Starting A New Mental Health Services Act Prevention And Early Intervention Integrated School Health Centers Program (<i>Includes Attachment A - Reimbursement Procedures and Attachment B – Reimbursement Claim</i>)	1061	
SAMHSA Project ABC - Family Wellness Network	1062	
Client Supportive Services – Homeless Programs (<i>Includes Attachment A - Reimbursement Procedures and Attachment B - Monthly Claim for Cost Reimbursement</i>)	1069	
Exodus Foundation dba Exodus Foundation for Recovery. MLK JR. Psychiatric UCC	1070	
VIP Community Mental Health Center, Inc. – Forensic Center Services	1071	
Psychiatric Inpatient Hospital Services	1072	
Non-Hospital Acute Inpatient Services (Exodus Recovery Psychiatric Health Facility)	1073	
The Center for Assessment and Prevention of Prodromal States Prevention and Early Intervention Program for Transition Age Youth Ages 16-25	1074	
Projects for Assistance in Transition From Homelessness (PATH) Program (<i>Includes Attachment A – One-time Expense Claim</i>)	1078	
Client Supportive Services For Recovery, Resilience and Reintegration (RRR) Mental Health Services Act Programs (<i>Includes Attachment A – Reimbursement Procedures) and Attachment B – Monthly Claim for Cost Reimbursement (Medicaid Coverage Expansion)</i>)	1079	
Intensive Care Coordination (ICC) and Intensive Home Based Services (IHBS)	1080	
Crisis Residential Treatment Services (Adult)	1084	
Comprehensive Adult Reentry Program	1085	
Parent – Child Interaction Therapy 2-5 YRS (PCIT)	1087	
Projects for Assistance in Transition from Homelessness Program Client Supportive Services (<i>Includes Attachment A – Reimbursement Procedures and Attachment B – Allowable Expenditures, Expense Limits and Service Function Codes</i>)	1088	
SAMHSA Project ABC South Los Angeles (Includes Attachment A – <i>Monthly Claim for Cost Reimbursement</i>)	1089	

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Wraparound Services	1090	
Short Term Residential Therapeutic Program (STRTP) and STRTP Aftercare Services	1091	
Alternative Crisis Services	1092	
Recovery, Resilience and Reintegration Services	1093	
Full Service Partnership (FSP)	1094	
Crisis Residential Treatment Program (CRTP)	1095	
Client Supportive Services for County, City and Community (C3) Programs	1096	
Crisis Stabilization units – Psychiatric Urgent Care Center Services	1097	X

**DMH UCC LEGAL ENTITY AGREEMENT
ATTACHMENT VI**

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH UCC Legal Entity Agreement's Paragraph 54 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of Star View Behavioral Health, Inc. (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

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

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official (Official Name) Kent Dunlap
Please print name

Signature of authorized official _____ Date _____

**DMH LEGAL ENTITY AGREEMENT
ATTACHMENT VII**

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

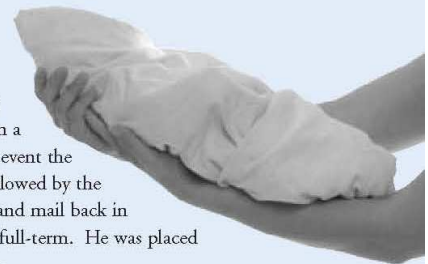
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



**DMH UCC LEGAL ENTITY AGREEMENT
ATTACHMENT VIII**

CHARITABLE CONTRIBUTIONS CERTIFICATION

Star View Behavioral Health, Inc.

Company Name

1501 Hughes Way, Suite 150, Long Beach, CA 90810

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Kent Dunlap, President

Name and Title of Signer (Official Name, Official Title)

Please print

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

CONTRACTOR (Legal Entity _____
Name): Legal Entity Number: _____

Pursuant to Paragraph 11 **PERFORMANCE STANDARDS AND OUTCOME MEASURES** Contractor shall be subject to the following standards and outcomes that have been checked in the last column titled "Required Outcome" and which will be used by County as part of the determination of the effectiveness of services delivered by Contractor. Also, as stated in Paragraph 11, Contractor may be subjected to other specific performance outcomes that are required for Mental Health Service Act (MHSA) programs. MHSA performance outcomes are separately identified from this Attachment IX and are instead provided in the respective MHSA service exhibits that are part of this Legal Entity Agreement, if applicable.

Line ID	Outcomes Domains	Performance Outcomes Targets	Method of Data Collection	Required Outcome (check)
1		State mandated (California Welfare and Institutions Code (WIC) § 5612 and WIC § 5613)	California Consumer's Perception Survey - MHSIP ¹ , YSS ² and YSS-F ³ survey instruments.	P

Performance Outcomes Project:				
2	Access to Services	Client received continuity of care by being seen within 7 calendar days of discharge from an acute psychiatric hospital. (System wide benchmark is 46% or more of the clients are seen within the seven (7) days).	County DMH's claims processing information system data repository.	
3		90% or more of responding clients were able to receive services at convenient times and location.	MHSIP, YSS and YSS - F survey instruments.	
4		Client received continuity of care by being seen within 14 calendar days of discharge from mental health residential treatment program/institutional setting. (Only applicable to residential/institutional service providers. Unplanned discharges are excepted from the 14 day requirement). (System wide benchmark is 59% or more of the clients are seen within the seven (7) days).	County DMH's claims processing information system data repository.	
5	Client Satisfaction	80% or more of responding clients report that they had someone to talk to when they were troubled.	MHSIP, YSS and YSS-F survey instruments.	
6		80% or more of responding clients reported that staff were sensitive to the client's cultural/ethnic background.	MHSIP, YSS and YSS-F survey instruments.	
7	Clinical Effectiveness	70% or more of responding child/youth get along better with family members.	YSS and YSS-F survey instruments.	
8		70% or more of responding child/youth in a crisis, have the support they need from family or friends.	YSS and YSS-F survey instruments.	
9		75% or more of responding child/youth are doing better in school and/or work.	YSS and YSS-F survey instruments.	
10		65% or more of responding Transitional Age Youth are doing better in school and/or work.	MHSIP, YSS, YSS-F	
11		60% or more of responding adult clients are doing better in school and/or work.	MHSIP, YSS and YSS-F survey instruments.	
12		75% or more of responding adult/older adult clients report they deal more effectively with daily problems and/or 65% report that their symptoms are not bothering them as much.	MHSIP, YSS and YSS-F survey instruments.	

¹ MHSIP means Mental Health Statistics Improvement Program and is used for adult and older adult surveys.

² YSS means Youth Services Survey for Youth.

³ YSS-F means Youth Services Survey for Families.

REQUIRED SUPPLEMENTAL DOCUMENTS

INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

For Contracts up for renewal (submit every three years): *All the documents listed below must be submitted to DMH's Contracts Development Administration Division at 550 S. Vermont Ave., 5th Floor, Los Angeles, CA 90020, at the time of execution of Contract, but no later than ten (10) business days after July 1st of the fiscal year in which Contract is being executed (for new Contracts with an effective date other than July 1st, these documents must be submitted ten (10) business days after the effective date of the Contract). Documents must be submitted in a one-subject binder in sequence as listed below. Contractor must give a good cause justification, in writing, for not submitting the documents in the time period described above. The written justification must be addressed to the DMH lead District Chief overseeing the Contract.*

For Contracts that will be amended (submit annually if necessary): *The documents listed below, with the exception of No. 3 Financial Responsibility Requirements, No. 10 Indemnification and Insurance, and No. 14 Contractor Acknowledgement and Confidentiality Agreement, must be resubmitted to DMH **ONLY** if there are any updates or revisions after the initial period of submission. See above for submission instructions.*

1. **Corporation Documents**

Provide a copy of the following:

- a. List of Authorized Persons: Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization;
 - b. Articles of Incorporation and Corporate Seal: The imprint/copy of the Corporate Seal if the organization is a corporation is to be **affixed to the copy of the Articles of Incorporation. The Corporate Seal must read the same as the organization's name. An explanation for any difference, if any, between the Corporate Seal and the organization's name as used in the Negotiation Package is to be provided;** and
 - c. By-Laws/Amendments.
2. **Organizational Chart** – Attach a current/proposed organizational chart, showing all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.

3. **Financial Responsibility Requirements**

The Contractor must comply with Department's Policy No. 813.04 - **Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health**. This DMH Policy can be accessed in its entirety at the following website: http://lacdmh.lacounty.gov/ContractorsPolicies/Documents/800/813_04.pdf

4. **Rent and Lease Agreements** specifying all Terms and Conditions shall be made available within three (3) business days should DMH or its representative request the documents.

Such agreements if requested are to include: term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.

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

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

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

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

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

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

10. **Indemnification and Insurance** – Contractor must comply with and submit insurance verification documents per Contract Paragraph 21.

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

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

12. **County of Los Angeles Community Business Enterprises (CBE) Program**

The Community Business Enterprise Program was established to allow business enterprises owned by minorities, women, the disadvantaged, and disabled veterans to take advantage of opportunities in government and private-sector procurement programs.

Your business must be certified as any one of the following: 1) Minority Business Enterprise (MBE); 2) Women Business Enterprise; 3) Disadvantaged Business Enterprise (DBE); and/or 4) Disabled Veteran Business Enterprise (DVBE).

For more information please visit this website: <http://dcba.lacounty.gov>

13. **County of Los Angeles Local Small Business Enterprise Preference (SBE) Program**

Eligibility and Requirements

Businesses that are eligible to participate in the Local Small Business Enterprise Preference Program, have been certified as a small business enterprise with the State of California; and have been certified by the County's Internal Services Department as holding a principal office located within the County of Los Angeles for at least the previous 12 months.

OR

Where geographic preferences are precluded by federal funding restrictions, businesses are eligible to participate in the Local Small Business Enterprise Preference Program if they are certified by the federal Small Business Administration (SBA) or are registered as small on the federal System for Award Management (SAM) data base. Information about the federal SBA guidelines and the federal Central Contractor Registration data base is available at: www.sam.gov.

Small Business and DVBE Certification information, guidelines and applications can be accessed online from this link: <http://www.dgs.ca.gov/pd/Home.aspx>

Detailed eligibility requirements, policies, and procedures for participating in the Local Small Business Enterprise (LSBE) Preference Program can be accessed online from this link: <http://osb.lacounty.gov>

14. **Contractor Acknowledgement and Confidentiality Agreement** – Attachment X - 1

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

15. **Contractor Employee Acknowledgement and Confidentiality Agreement** – Attachment X – 2

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

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

16. **Contractor Non-Employee Acknowledgement and Confidentiality Agreement** – Attachment X – 3

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

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

17. **Required Forms Exhibit Proposer's Compliance with Encryption Requirements** - Attachment X-6

Contractor must submit this form to certify that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection for Electronic County Information.

18. **Confidentiality Oath (Non-LAC-DMH Workforce Members) Attachment X-8**

This form will be required to ensure all County Contractors are aware of their responsibilities and accountability to protect confidentiality of clients'

**DMH LEGAL ENTITY AGREEMENT
ATTACHMENT X**

sensitive information viewed, maintained and/or accessed. Such form shall be made available within three (3) business days should DMH or its representative request the documents.

19. **County of Los Angeles Agreement For Acceptable Use and Confidentiality of County Information Technology Resources** - Attachment X-9

This form will be required to ensure all County Contractors are aware of their responsibilities and accountability to use County Information Technology resources in accordance with DMH's policies, standards and procedures. Such form shall be made available within three (3) business days should DMH or its representative request the documents.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Star View Behavioral Health, Inc. Contract No. 00543

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any Protected Health Information (PHI) and confidential clinical data obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any confidential clinical data or PHI received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: Kent Dunlap

POSITION: President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Star View Behavioral Health, Inc. Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Star View Behavioral Health, Inc. Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Protection of Electronic County PI, PHI, and MH

Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

1. Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57.

Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

2. Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

3. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Attachment X-5 Exhibit Protection of Electronic County PI, PHI, and MH (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

4. Compliance

The Proposer shall provide information about its encryption practices by completing Attachment X-6 Exhibit "Proposer's Compliance with Encryption Requirements" questionnaire. By submitting, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation. The completed forms must be returned to DMH DISO within ten (10) business days to certify compliance.

REQUIRED FORMS- EXHIBIT

PROPOSER’S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Proposer shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection for Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS

**DOCUMENTATION
AVAILABLE**

	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transported?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Cloud storage, Software-as-a-Service or SaaS

Kent Dunlap

 Proposer Name

President

 Proposer Official Title

 Official’s Signature

EXHIBIT

INFORMATION SECURITY REQUIREMENTS

This sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement and the Business Associate Agreement between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information, and County Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit ____ (Information Security Requirements) will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel contacting County Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Exhibit M (Information Security Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multi Media Card (MMC), and XD-Picture Card (XD)), magnetic tape, and all other removable data storage media.



COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CHIEF INFORMATION OFFICE BUREAU
Information Security Division

CONFIDENTIALITY OATH
Non-LAC-DMH Workforce Members

The intent of this Confidentiality Form is to ensure that all County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are aware of their responsibilities and accountability to protect the confidentiality of clients' sensitive information viewed, maintained and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with Federal and State laws governing confidentiality.

The California Welfare and Institutions (W&I) Code, Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to Section 14100.2, a, b, f, and h, W&I Code, provides in part that:

- “(a) All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter *... shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program.”
- “(b) Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability.”
- “(f) The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program **”
- “(h) Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits *** ... for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor.”

*, **, *** The State of California's Statute for Medicaid Confidentiality can be found at the following web address: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/Medicaidstatute.aspx>

The signed copy of this agreement must be maintained by DMH Facilitators

Please read the agreement and take due time to consider it prior to signing.

I understand that County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are prohibited from sharing their unique Logon I.D. and password with co-worker or other agencies.

Further, I understand that data browsing is strictly prohibited and my access to information is restricted to the minimum necessary required to carry out my job responsibilities.

Further, I understand that County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are prohibited from obtaining, releasing, or using confidential client information from case records or computer records for purposes not specifically related to the administration of services and authorized by the California Welfare and Institutions Code (Section 14100.2).

Further, I understand the violation of the confidentiality of records or of these policies which are made for protection of the confidentiality of such records, may cause:

1. A civil action under the provision of the Welfare and Institutions Code 5330 Sections:
 - a) Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for the greater of the following amounts:
 1. Ten thousand Dollars (\$10,000)
 2. Three times the amount of actual damages, if any sustained by the plaintiff.
 - b) Any person may bring an action against an individual who has negligently released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for both of the following:
 1. One thousand dollars (\$1,000) In order to recover under this paragraph, it shall not be a prerequisite that the plaintiff suffer or be threatened with actual damages.
 2. The amount of actual damages, if any, sustained by the plaintiff
 - c) Any person may, in accordance with Chapter 3(commencing with Section 525) of Title 7 of Part 2 of the Code of Civil Procedure, bring an action to enjoin the release of confidential information or records in violation of this chapter, and may in the same action seek damages as provided in this section.
 - d) In addition to the amounts specified in subdivisions (a) and (b), the plaintiff shall recover court costs and reasonable attorney's fees as determined by the court.
2. Disciplinary action including suspension or termination of employment.

Further, I understand that the County will not provide legal protection if violations of these policies or procedures occur.

I hereby certify that I have read this form and I have knowledge of the requirements of State and Federal confidentiality laws and will comply with all applicable provisions of same.

I, the undersigned, hereby agree not to divulge any information or records concerning any client except in accordance with W&I Code, Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment. I further agree I have read as described in this document that a person may make me subject to a civil action under the provisions of the W&I Code for the unauthorized release of confidential information.

User's Name: _____
Print Signature Date

Phone #: () _____ Ext: _____

Pharmacy, FFS, NGA Legal Entity No. or
Provider #: _____ Provider Name: _____

Address: _____ / _____ / _____
City Zip Code Service Area

- 4. Storage, Transmission, and Destruction of Protected Health Information.** All Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization¹ such that the Protected Health Information cannot be retrieved.
- 5. Data Control; Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or Approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization²).
- 6. Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization³).

- 7. Physical and Environmental Security.** Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
- 8. Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
- 9. Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - (i) Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - (ii) Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - (iii) Applications will include access control to limit user access to information and application system functions; and
 - (iv) All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
- 10. Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
 - (i) Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - (ii) The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal

³ Available at <http://www.csrc.nist.gov/>

personnel access systems in excess of their user rights or use the systems inappropriately.

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

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

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

- a) ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

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

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

(i) Audit spans a full twelve (12) months of operation and is produced annually.

(ii) The resulting detailed report is available to County.

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

12. Security Audits. In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. Confidentiality

a. Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) Protected Health Information, as specified in Exhibit ____ (Business Associate Agreement), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.

b. **County Data.** All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Purchase Order ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of, to third-parties by Contractor or commercially exploited or

otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

- c. **Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the County.

- d. **Personally Identifiable Information.** “Personally Identifiable Information” shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
 - i. **Personally Identifiable Information:** In connection with this Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County’s current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

 - ii. **Treatment of Personally Identifiable Information:** Without limiting any other warranty or obligations specified in this Agreement, and in particular the confidential provisions of Section 13 (Confidentiality), during the Term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Agreement, (b) County’s then current privacy policy, and (c) all applicable local, state, and federal laws and

regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

- iii. **Retention of Personally Identifiable Information:** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

- e. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

**COUNTY OF LOS ANGELES
AGREEMENT FOR ACCEPTABLE USE
AND
CONFIDENTIALITY OF
COUNTY INFORMATION TECHNOLOGY RESOURCES**

ANNUAL

As a County of Los Angeles (County) employee, contractor, subcontractor, volunteer, or other authorized user of County information technology (IT) resources, I understand that I occupy a position of trust. Furthermore, I shall use County IT resources in accordance with my Department's policies, standards, and procedures. I understand that County IT resources shall not be used for:

- For any unlawful purpose;
- For any purpose detrimental to the County or its interests;
- For personal financial gain;
- In any way that undermines or interferes with access to or use of County IT resources for official County purposes;
- In any way that hinders productivity, efficiency, customer service, or interferes with a County IT user's performance of his/her official job duties;

I shall maintain the confidentiality of County IT resources (e.g., business information, personal information, and confidential information).

This Agreement is required by Board of Supervisors Policy No. 6.101 – Use of County Information Technology Resources, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.101.htm>.

As used in this Agreement, the term "County IT resources" includes, without limitation, computers, systems, networks, software, and data, documentation and other information, owned, leased, managed, operated, or maintained by, or in the custody of, the County or non-County entities for County purposes. The definitions of the terms "County IT resources", "County IT user", "County IT security incident", "County Department", and "computing devices" are fully set forth in Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.100.htm>. The terms "personal information" and "confidential information" shall have the same meanings as set forth in Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information, which may be consulted directly at website <http://countypolicy.co.la.ca.us/3.040.htm>.

As a County IT user, I agree to the following:

1. Computer crimes: I am aware of California Penal Code Section 502(c) – Comprehensive Computer Data Access and Fraud Act (set forth, in part, below). I shall immediately report to my management any suspected misuse or crimes relating to County IT resources or otherwise.
2. No Expectation of Privacy: I do not expect any right to privacy concerning my activities related to County IT resources, including, without limitation, in anything I create, store, send, or receive using County IT resources. I understand that having no expectation to

any right to privacy includes, for example, that my access and use of County IT resources may be monitored or investigated by authorized persons at any time, without notice or consent.

3. Activities related to County IT resources: I understand that my activities related to County IT resources (e.g., email, instant messaging, blogs, electronic files, County Internet services, and County systems) may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall not either intentionally, or through negligence, damage, interfere with the operation of County IT resources. I shall neither, prevent authorized access, nor enable unauthorized access to County IT resources responsibly, professionally, ethically, and lawfully.
4. County IT security incident reporting: I shall notify the County Department's Help Desk and/or Departmental Information Security Officer (DISO) as soon as a County IT security incident is suspected.
5. Security access controls: I shall not subvert or bypass any security measure or system which has been implemented to control or restrict access to County IT resources and any related restricted work areas and facilities. I shall not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, SecurID cards/tokens, biometric logons, and smartcards).
6. Passwords: I shall not keep or maintain any unsecured record of my password(s) to access County IT resources, whether on paper, in an electronic file, or otherwise. I shall comply with all County and County Department policies relating to passwords. I shall immediately report to my management any compromise or suspected compromise of my password(s) and have the password(s) changed immediately.
7. Business purposes: I shall use County IT resources in accordance with my Department's policies, standards, and procedures.
8. Confidentiality: I shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by County management. This includes, without limitation information that is subject to Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act of 2009, or any other confidentiality or privacy legislation.
9. Computer virus and other malicious devices: I shall not intentionally introduce any malicious device (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County IT resources. I shall not use County IT resources to intentionally introduce any malicious device into any County IT resources or any non-County IT systems or networks. I shall not disable, modify, or delete computer security software (e.g., antivirus software, antispymware software, firewall software, and host intrusion prevention software) on County IT resources. I shall notify the County Department's Help Desk and/or DISO as soon as any item of County IT resources is suspected of being compromised by a malicious device.

10. Offensive materials: I shall not access, create, or distribute (e.g., via email) any offensive materials (e.g., text or images which are sexually explicit, racial, harmful, or insensitive) on County IT resources (e.g., over County-owned, leased, managed, operated, or maintained local or wide area networks; over the Internet; and over private networks), unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I shall report to my management any offensive materials observed or received by me on County IT resources.
11. Internet: I understand that the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with my Department's policies and procedures. I understand that my use of the County Internet services may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall comply with all County Internet use policies, standards, and procedures. I understand that County Internet services may be filtered, but in my use of them, I may be exposed to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive materials.
12. Electronic Communications: I understand that County electronic communications (e.g., email, text messages, etc.) created, sent, and/or stored using County electronic communications systems/applications/services are the property of the County. All such electronic communications may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time, without notice or consent. I shall comply with all County electronic communications use policies and use proper business etiquette when communicating over County electronic communications systems/applications/services.
13. Public forums: I shall only use County IT resources to create, exchange, publish, distribute, or disclose in public forums (e.g., blog postings, bulletin boards, chat rooms, Twitter, Facebook, MySpace, and other social networking services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) in accordance with Department's policies, standards, and procedures.
14. Internet storage sites: I shall not store County information (i.e., personal, confidential (e.g., social security number, medical record), or otherwise sensitive (e.g., legislative data)) on any Internet storage site in accordance with Department's policies, standards, and procedures.
15. Copyrighted and other proprietary materials: I shall not copy or otherwise use any copyrighted or other proprietary County IT resources (e.g., licensed software and documentation, and data), except as permitted by the applicable license agreement and approved by designated County Department management. I shall not use County IT resources to infringe on copyrighted material.
16. Compliance with County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements: I shall comply with all applicable County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements relating to County IT resources. These include, without limitation, Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, Board of Supervisors Policy No.

6.101 – Use of County Information Technology Resources, and Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information.

17. Disciplinary action and other actions and penalties for non-compliance: I understand that my non-compliance with any provision of this Agreement may result in disciplinary action and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that County may seek all possible legal redress.

CALIFORNIA PENAL CODE SECTION 502(c)
"COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT"

Below is a section of the "Comprehensive Computer Data Access and Fraud Act" as it pertains specifically to this Agreement. California Penal Code Section 502(c) is incorporated in its entirety into this Agreement by reference, and all provisions of Penal Code Section 502(c) shall apply. For a complete copy, consult the Penal Code directly at website www.leginfo.ca.gov/.

502(c) Any person who commits any of the following acts is guilty of a public offense:

- (1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.
- (2) Knowingly accesses and without permission takes, copies, or makes use of any data from a computer, computer system, or computer network, or takes or copies any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
- (3) Knowingly and without permission uses or causes to be used computer services.
- (4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- (5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
- (6) Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network in violation of this section.
- (7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.

- (8) Knowingly introduces any computer contaminant into any computer, computer system, or computer network.
- (9) Knowingly and without permission uses the Internet domain name of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages, and thereby damages or causes damage to a computer, computer system, or computer network.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

County IT User's Name

County IT User's Signature

County IT User's Employee/ID Number

Date

Manager's Name

Manager's Signature

Manager's Title

Date

ATTACHMENT XI

CONTRACTOR'S EEO CERTIFICATION

Star View Behavioral Health, Inc.

Contractor Name

1501 Hughes Way, Suite 150, Long Beach, CA 90810

Address

Internal Revenue Service Employer Identification Number

Vendor Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Kent Dunlap, President

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

SERVICE EXHIBIT ____

CRISIS STABILIZATION UNITS - PSYCHIATRIC URGENT CARE CENTER SERVICES

1.0 GENERAL

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

UCCs serve those individuals whose presenting problems can be met with short-term (less than 24 hours), immediate care and linkage to on-going community services and supports, who would otherwise be taken to emergency rooms or incarcerated. Each individual served shall participate in the development of an individualized plan, focused on recovery and wellness principles that will promote successful re-integration into the community.

1.1 Headings and Definitions

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

2.0 UCC OUTCOMES AND PERFORMANCE-BASED CRITERIA

2.1 UCC Outcomes

Contractor **SHALL** ensure the UCC program is designed to produce the following outcomes for individuals served by UCCs; this list is not exhaustive and may be subject to change:

2.1.1 Reduced utilization of hospital emergency rooms and psychiatric inpatient units, and a reduction in incarceration;

2.1.2 Improved participation rates in outpatient mental health services, case management programs, crisis and other supportive residential programs and intensive services programs;

- 2.1.3 An increase in the percentage of individuals who, within 15 and 30 days have not returned for crisis services at a County or private hospital emergency department; and
- 2.1.4 Clients' and/or their family members' satisfaction with the crisis stabilization services received.

With the exception of 2.1.4 above, DMH will provide baseline data after six (6) months of operations against which the outcomes identified above will be measured.

2.2 Performance-based Criteria

- 2.2.1 UCCs shall ensure program operations are aligned with the nine (9) Performance-based Criteria identified in Table 1 - Performance-based Criteria below. These measures assess the Contractor's ability to provide the services as well as the ability to monitor the quality of services.
- 2.2.2 The Contractor shall maintain processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels. Should there be a change in federal, state and/or County policies/regulations DMH will advise the Contractor of the revised Performance-based Criteria with 30-day's notice.

Table 1- Performance-based Criteria

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Agency has ethnic parity of staff to clients served.	Review of staffing pattern and personnel records.	Ethnic staff is in proportion to the percentage of ethnic minority clients to be served.
2. Agency has linguistic capability sufficient to meet the needs of clients to be served.	Review of staffing pattern and personnel records.	Staff is available to meet the linguistic needs of clients served.
3. Contractor offers immediate access to mental health services for clients in crisis.	Sample review of client records; client satisfaction surveys.	100% of clients entering the Program are seen in a timely fashion, ensuring client satisfaction as measured by self-reports that are included in a client satisfaction survey.
4. Agency has sufficient number	Review of staffing	LPS designated staff on

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
of LPS designated staff to serve clients.	records.	each shift.
5. Agency identifies clients with co-occurring mental health and substance use disorders and provides appropriate services.	Integrated System (IS) or Integrated Behavioral Health Information System (IBHIS) report of clients who have substance use diagnosis; sample review of client records.	100% of clients identified as having co-occurring mental health and substance use disorders are provided appropriate services.
6. Agency provides (or arranges access to) peer support and self-help groups.	Sample review of client records.	A minimum of 50% of clients will be referred to peer support and self-help groups.
7. Agency has paid staff who are clients/peer advocates and/or family members.	Review of personnel records.	Approximately 10% of staff will be persons with lived experience.
8. Agency serves uninsured clients.	IS/IBHIS reports.	Approximately 20% of clients served were uninsured at the time of admission.
9. UCC reduces hospital admissions for clients served.	IS/IBHIS report and analysis.	Clients using UCC demonstrate decreased use of hospital services compared with baseline period.

3.0 STAFFING

Contractor **SHALL** ensure that UCC staffing patterns meet or exceed the minimum requirements for qualified staff and staffing ratios, as specified in the California Code of Regulations (CCR) Title 9, Sections 1840.338 and 1840.348, including any additional staffing requirements identified in this service exhibit. Contractor, Subcontractor(s), and any business affiliate(s) hired to complete a task(s), **SHALL** ensure that the following staff and volunteer requirements are met:

3.1 UCC staff **SHALL** include a consulting psychiatrist, other professionals, paraprofessionals, and peer support/advocates.

3.1.1 UCCs **SHALL** maintain a staffing ratio of at least one licensed/waivered/registered mental health professional on site for every four clients 24/7, with a peak staffing ratio of one staff to two-three clients (8:00 a.m. to 6:00 p.m. daily).

- 3.1.2 UCCs **SHALL** develop a policy for physician accessibility during and after normal business hours to ensure adequate coverage for client care.
- 3.1.3 UCCs **SHALL** maintain a minimum of one registered nurse, psychiatric technician or licensed vocational nurse on site at all times.
- 3.1.4 UCCs **SHALL** have the capacity for flexible staffing above the required minimum based on individualized needs of the clients.
- 3.1.5 The UCC Project Manager and consulting psychiatrist **MAY** provide additional coverage when on site.
- 3.2 Criminal Clearances: Criminal clearances and background checks **SHALL** have been conducted for all Contractor's staff and volunteers and all Subcontractor staff prior to beginning and continuing work under any resulting contract. The cost of such criminal clearances and background checks is the responsibility of Contractor, whether or not the Contractor or Subcontractor's staff or volunteers pass or fail the background and criminal clearance investigations.
- 3.3 Linguistic and Cultural Capacity: Any staff performing services under the LE Agreement for UCC services **SHALL** be able to read, write, speak, and understand English in order to conduct business with County. Additionally, Contractor **SHALL** ensure there is a sufficient number of ethnically and linguistically diverse staff to meet the cultural and language needs of the community served.
- 3.4 Service Delivery: Contractor **SHALL** ensure that all professional and paraprofessional staff and volunteers are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community in which the Contractor will provide services.
- 3.5 Driver's License: Contractor **SHALL** maintain copies of current driver's licenses, including current copies of proof of auto insurance, of staff providing transportation for clients.
- 3.6 Driving Record: Contractor **SHALL** maintain copies of driver's Department of Motor Vehicles (DMV) printouts for all Contractors' drivers providing services under this Agreement. Reports **SHALL** be available to County upon request. County reserves the right to conduct a DMV check on Contractor's drivers.
- 3.7 Experience: Contractor **SHALL** be responsible for securing and maintaining staff that have sufficient experience and expertise necessary to provide the services required under this Agreement. Contractor **SHALL** obtain written

verification for staff with foreign degrees that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education.

- 3.8 Staff Training: Contractor **SHALL** provide orientation to all professional and paraprofessional staff, interns and volunteers providing UCC services prior to their beginning service and shall complete initial training within thirty (30) business days from their start date. Training **SHALL** continue throughout an employee's provision of services.
- 3.9 Documentation: Contractor **SHALL** maintain documentation in the personnel files of all professional and paraprofessional staff, interns, and volunteers of: (1) all training hours and topics; (2) copies of résumés, degrees, and professional licenses; and (3) current criminal clearances.
- 3.10 Rosters: Contractor **SHALL** provide County, at the beginning of each fiscal year and within 30 days of any staff change(s), a roster of all staff that includes: (1) name and positions; (2) work schedules; and (3) facsimile and telephone numbers.
- 3.11 Changes: Contractor **SHALL** advise the County in writing of any change(s) in Contractor's key personnel, consisting of management staff and the project manager, at least 24 hours before proposed change(s), including names and qualifications of new personnel. Contractor **SHALL** ensure that no interruption of services occurs as a result of the change in personnel.

4.0 ADMINISTRATIVE TASKS

- 4.1 Record Keeping: Contractor shall keep a record of services that were provided, as well as the dates, agendas, sign-in sheets, and minutes of all UCC and Subcontractor staff meetings.
- 4.2 Evaluation Tools: Contractor shall provide clients and their families a tool by which to evaluate the services rendered by the UCC. Contractor shall ensure the tool addresses the performance of the UCC and the satisfaction of the clients and, when appropriate, their families. Contractor shall make this tool and related information available to County upon request.
- 4.3 Data Entry: Contractor shall be responsible for collecting and entering data via the data collection instrument developed by County and the State on all clients referred to the agency. Contractor shall ensure the data is entered electronically at network sites and downloaded at the County centralized database (IS). At a minimum, data collection shall include demographic data, the number of case openings, the number of case closings, and the services recommended and received.

- 4.4** Project Manager: Contractor shall designate a Project Manager and County-approved alternate responsible for the over-all administration and day-to-day management of the UCC. This manager shall be responsible for ongoing communication about the status of the Project with County and State and for addressing any community concerns.
- 4.5** Days/Hours of Operation: Contractor shall ensure that the services offered by the UCC are available 24/7. Contractor shall notify DMH of the names and phone numbers of primary contact persons for all hours of the program's operation. In addition, the Contractor's Project Manager or County approved alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the UCC, and shall be available during the County's regular business hours of Monday through Friday, from 8:00 a.m. until 5:00 p.m., to respond to County inquiries and to discuss problem areas.
- 4.6** Computer and Information Technology Requirements: Contractor shall acquire a computer system within 30 days of commencement of the contract with sufficient hardware and software, and an agreement for its on-site maintenance to comply with the terms of the contract.
- 4.7** Cooperation: Contractor shall work cooperatively with DMH Information Technology Services staff and any contracted program evaluator, if applicable. Contractor shall provide data entry staff to process electronic/fully automated invoices for DMH web-based IS implemented by DMH. Contractor shall electronically invoice County on a monthly basis.

5.0 SERVICE DELIVERY SITE

Services **SHALL** be delivered at the service delivery site(s) listed in Service Delivery Site Exhibit-Attachment IV of the Legal Entity Agreement.

6.0 PROGRAM REQUIREMENTS

Contractor, in the provision of all UCC services, shall comply with the following services requirements:

- 6.1** **SHALL** provide a safe and pleasant environment that meets Medi-Cal certification and LPS requirements, including the appropriate building use and occupancy requirements;
- 6.2** **SHALL** accept admissions 24/7;
- 6.3** **SHALL** have administrative staff available Monday through Friday, from 8:00 a.m. to 5:00 p.m. and a designated contact for evenings and weekends to respond to County inquiries and to address UCC-related issues;

- 6.3 **SHALL** notify and request approval from the DMH Program Manager as soon as it is anticipated that the UCC's capacity has been reached and it is not feasible to admit an additional client;
- 6.4 **SHALL** maintain and follow policies and procedures which will govern the Contractor's actions in the event the UCC's capacity for individuals in need of UCC services has been reached. Such policies and procedures shall cover coordinating services and finding appropriate resources to address the clients' needs, among other tasks;
- 6.5 **SHALL** provide a daily census report to the DMH Program Manager or designee. The daily census report shall, each day, identify the number of clients seen during the prior day that begins at 12:00 a.m. and ends at 11:59 p.m. The census report shall also identify for each client the length of stay, client identifiers, and disposition;
- 6.6 **SHALL** maintain and follow written protocols for responding to suicide risks, threats, acts of violence, and refusal to participate in treatment;
- 6.7 **SHALL** maintain twelve (12) adult and six (6) adolescent chairs in the UCC facility unless additional chairs are approved by the DMH Program Manager;
- 6.8 **SHALL** develop and follow policies for working with local law enforcement agencies to accept appropriate referrals of individuals with mental illness;
- 6.9 **SHALL** develop and follow policies for working with emergency medical service providers to access services for clients found to have critical medical problems;
- 6.10 **SHALL** access all available funding, including Medi-Cal, Medicare and other third party revenue, and assist clients and families to access the most cost efficient services and supports possible;
- 6.11 **SHALL** not refuse to provide care to any person who requires UCC services, unless UCC is at its maximum capacity;
- 6.12 **SHALL** develop and follow procedures for the delivery of required ancillary services including laboratory tests and X-rays and when necessary, food for special dietary requirements and linens;
- 6.13 **SHALL** cooperate with DMH Countywide Resource Management (CRM) staff to ensure that, prior to discharge, clients are linked to appropriate services that will address mental health and substance use needs and supports, housing, education and employment on an ongoing basis;

- 6.14 SHALL** not discriminate against individuals with a mental illness who have co-occurring disorders and can be safely treated at a UCC;
- 6.15 SHALL** collaborate with other County departments or entities (e.g., Regional Center, Department of Health Services) in order to ensure clients access the services most appropriate for their needs to which they are entitled;
- 6.16 SHALL** adhere to DMH policy and procedures regarding admissions and discharges, risk management and participation in quality improvement activities;
- 6.17 SHALL** be Medi-Cal certified as a Crisis Stabilization Unit by the California Department of Health Care Services (DHCS) pursuant to CCR, Title 9, Sections 1840.338 and 1840.348 within seven (7) days of initiating services for an executed contract, including fire clearance from the local fire department and handicapped accessibility and be LPS designated. If Contractor does not meet this timeline and an extension has not been granted by DMH, Contract could be subject to termination;
- 6.18 SHALL** be LPS designated by DHCS to evaluate and treat individuals involuntarily detained pursuant to Welfare and Institutions Code (W&I Code), Sections 5150 and 5585;
- 6.19 SHALL** ensure that a person brought to a designated 5150/5585.50 UCC **DOES NOT** remain in that facility beyond 23 hours and 59 minutes and must be released if assessed and determined not to meet 5150/5585.50 criteria, or must be transferred to an LPS designated inpatient hospital within that time;
- 6.20 SHALL** ensure that if a client has already been detained pursuant to W&I Code 5150/5585.50 and is transferred to a UCC, the client's detention in the UCC **MUST** occur within the 72-hour period authorized by the initial W&I Code 5150/5585.50 detention and the client may not remain in the UCC for more than 23 hours and 59 minutes;
- 6.21 SHALL** ensure that a UCC client **IS NOT** certified pursuant to W&I Code Sections 5250 (14-day hold), 5270.15 (additional 30-day hold), 5270.19 (additional intensive treatment for suicidal persons) or 5300 (additional 180 days hold for imminently dangerous individuals) while in a UCC; and
- 6.22 MAY** be required to obtain additional certification(s) that are deemed appropriate and necessary for addressing the needs of the population to be served. DMH shall notify the Contractor of any additional requirements and provide assistance to obtain the appropriate certification(s).

7.0 POPULATION TO BE SERVED

Contractor **SHALL** deliver services, to the following populations, among others:

- 7.1 Adolescents, ages 13-17; adults 18 years of age or older, including older adults (60+); and families in mental health crisis;
- 7.2 Individuals with a primary diagnosis of mental illness, including those who have co-occurring substance use, developmental, medical and/or cognitive disorders;
- 7.3 Frequent users of psychiatric emergency and inpatient services;
- 7.4 Mentally ill individuals referred by specially trained law enforcement personnel or DMH Law Enforcement Teams because of contact with the criminal justice system for low-level offenses resulting from or associated with their mental illness;
- 7.5 Individuals with an urgent need for mental health services who are unable to access services in a timely manner, thereby risking decompensation and the need for a higher level of care;
- 7.6 Individuals who need psychiatric medication management;
- 7.7 Individuals at high risk for suicide; and
- 7.8 Individuals referred and/or diverted from County and private hospital emergency departments.

8.0 SERVICES TO BE PROVIDED

Contractor **SHALL** provide UCC services directly or when appropriate through referrals to agencies with which the Contractor has established relationships, as follows:

- 8.1 Culturally and Linguistically Appropriate Services: These are services delivered by professional and paraprofessional staff with similar cultural and linguistic backgrounds to those of the population(s) being served. Service providers understand and utilize the strengths of culture in service delivery, and incorporate the languages and cultures of their clients into the services that provide the most effective outcomes.
- 8.2 Assessment and Mental Health Services: Assessment refers to an analysis of the history and current status of mental, emotional or behavioral disorder. Mental Health Services refers to individual and group therapies and interventions designed to provide reduction of mental disability and

improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency. Contractor designs, supports and implements services that are client and family-driven, when appropriate, and strength-focused.

- 8.3** Crisis Intervention: These are services rendered to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit and include activities such as assessment, collateral services, therapy and case management and linkage.
- 8.4** Co-Occurring Services: These are services for individuals with a primary diagnosis of mental illness who have co-occurring disorders such as substance use, physical health difficulties, cognitive disorders and developmental disabilities.
- 8.5** Medication Evaluation and Support: These are services provided by physicians and nurses to evaluate an individual's need for psychiatric medication and administer medications, monitoring clients' status as appropriate. Medication Evaluation and Support Services are provided by staff persons who can, within the scope of practice of their professions, prescribe, administer, dispense and monitor the psychiatric medications necessary to alleviate the symptoms of mental illness.
- 8.6** Case Management and Linkage: These services are consistent with the Medicaid/Medicare definition for Targeted Case Management: services that assist a client to access needed medical, education, social, pre-vocational, vocation, rehabilitative, or other community services. Multidisciplinary staff provides linkage and transition to necessary community supports, based on assessments conducted at the time of admission to the program.
- 8.7** Transportation Services: These services consist of arrangements for transportation to crisis residential facilities or emergency, transitional or permanent housing when appropriate to ensure that successful linkage takes place.
- 8.8** Housing Services: These services assist clients to access emergency, transitional, temporary, and permanent housing. Services may include helping homeless individuals link with emergency shelter bed program(s), and/or assisting individuals who require crisis residential or longer-term transitional residential program(s) to access such services.
- 8.9** Physical Health Care: These services are composed of basic physical health assessment, including assessment of symptoms related to co-occurring mental health and substance use disorders, arrangements to ensure rapid access to emergency medical care for individuals in a health crisis and referrals to ensure follow-up treatment.

- 8.10** Interagency Collaboration: These are formal or informal relationships with other community agencies and/or resources that serve mentally ill individuals and share accountability for achieving outcomes on their behalf in the community served by the Contractor.
- 8.11** Community Partnerships: These are formal or informal arrangements with an array of community-based organizations and collaboratives that meet regularly to promote the well-being of clients and their families.
- 8.12** Referrals and Coordination of Care: These are linkages to services necessary to meet the needs of clients and their families. This includes linkage with intensive mental health services programs, community mental health centers in the client's community of choice and/or clients' existing service providers; Wellness Centers and client-run support programs; and/or other public agencies, private agencies, or other community resources to ensure coordination of services that support wellness and recovery.
- 8.13** Benefits Establishment and Services to the Uninsured: These are services designed to assess individuals' financial status, identify all benefits to which they may be entitled (e.g., Medicaid, Medicare) and perform all actions with or on behalf of clients who do not have entitlements, insurance, or income at the time of admission to initiate benefits establishment processes while clients receive services.

9.0 QUALITY MANAGEMENT PROGRAM AND DATA COLLECTION

9.1 Quality Management Program

- 9.1.1** Contractor **SHALL** establish and utilize a comprehensive Quality Management Plan (Plan) in accordance with DMH's Quality Improvement Program Policy No. 1100.01, to ensure the required UCC services are provided at a consistently high level throughout the term of the Contract for UCC Services.
- 9.1.2** The Plan shall include an identified monitoring system covering all the services listed in this service exhibit. The system of monitoring to ensure that the service exhibit are being met includes:
- 9.1.2.1 The activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions;
- 9.1.2.2 Ensuring the services, deliverables, and requirements defined in this service exhibit are being provided at or above the level of quality agreed upon by the County and the Contractor;

- 9.1.2.3 Assuring that professional staff rendering services under this service exhibit meets the necessary prerequisites;
- 9.1.2.4 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 9.1.2.5 Taking any corrective action needed, providing to County upon request a record of all inspections, the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action;
- 9.1.2.6 Continuing to provide services in the event of a strike or other labor action of the Contractor's employees; and
- 9.1.2.7 Timely notification to County by the Contractor of community complaints and concerns, including indication of the corrective actions taken to address/resolve the complaint or concern.

9.2 Data Collection

Contractor shall have the ability to collect, manage and submit the data specified by DMH to demonstrate client outcomes. Contractor shall work with DMH to develop and implement client tracking systems that include client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by the UCC, and survey instruments. Contractor shall perform data entry to support these activities. Contractor shall use this outcome data to assess the program's design and implementation and make any mid-course corrections necessary to ensure the achievement of positive outcomes.

10.0 INFORMATION TECHNOLOGY REQUIREMENTS

10.1 Functional Requirements

10.1.1 Contractor shall admit individuals in DMH's claims processing information system and provide basic clinical and demographic information, services detail, assessment and outcomes data, and report all allowable crisis stabilization services.

10.1.2 Throughout the duration of the contracted services, Contractor shall obtain, certify, submit, and review comprehensive information on client status and the outcomes of the service in accordance with DMH requirements. Contractor shall comply with all DMH deadlines for

time-specific processes for the submittal and delivery of information. These include:

10.1.2.1 Comprehensive admission-time information about the status of clients; and

10.1.2.2 Assessment information at admission and discharge, and reports of key event indicators during the period of service.

10.1.3 For reporting units of service, Contractor shall submit information to the DMH claims processing system by one of two methods: 1) Electronic Data Interchange (EDI), which is electronically submitting Health Insurance Portability and Accountability Act (HIPAA) compliant claims transactions, or 2) Direct Data Entry (DDE), which is reporting data directly into the DMH claims processing system. EDI is strongly preferred by DMH.

10.1.4 Reporting of units of service in DMH's claims processing information system must take place within the time frames set forth in Financial Exhibit A and the related DMH policies and procedures and must contain all of the information required for DMH claims reimbursement from the appropriate payor source.

10.1.5 Contractor shall provide status and outcomes information by:

10.1.5.1 Transmitting the information electronically to DMH from the provider, billing company, or clearinghouse systems using an XML format that DMH will provide that is substantially similar to what the State requires DMH to submit; or

10.1.5.2 Using DDE as above into a web-based DMH Outcomes Measurement System.

10.1.6 For units of service reporting, status and outcomes information, an Internet connection shall be required and broadband shall be essential.

10.2 Privacy And Electronic Security

10.2.1 Contractor shall comply with federal and state laws as they apply to protected health information (PHI), individually identifiable health information (IIHI), and electronic information security. Any communication containing PHI or IIHI to DMH via an electronic mailing system shall be done through the use of DMH's Email Encryption Solution.

10.2.2 Any Contractor that is deemed a "Covered Entity" under HIPAA shall comply with HIPAA privacy and security regulations independently of any activities or support of DMH or the County.

10.2.3 Any Contractor that is deemed a HIPAA "Business Associate" of County shall enter into a Business Associate Agreement with the County of Los Angeles to ensure compliance with privacy and electronic security standards.

10.3 Technology Requirements

10.3.1 Contractor shall acquire, manage, and maintain its own information technology and systems in order to meet the functional, workflow, and privacy/security requirements listed above. For units of service reporting, status and outcomes information, an Internet connection shall be required; broadband shall be essential unless the provider is a very small agency.

10.3.2 A Contractor who elects to connect to County systems for DDE shall maintain an Internet Connection and use a Web browser at the level of Internet Explorer 6.0 or better. Neither the IS nor the Outcomes Measurement System has been tested using a Macintosh, and DDE using a Macintosh, while theoretically possible, is not supported by DMH. The most effective systems for this purpose will be Microsoft Windows-based PCs equipped with Internet Explorer 6.0 or better.

10.3.3 A Contractor who elects to submit internally generated electronic information to DMH shall use Secure Internet File Transfer protocol to do so. DMH will provide the XML specifications for the outcomes data. Claiming, remittance advice, enrollment, eligibility, and other financial transactions shall comply with the HIPAA standard for transactions and code sets. The applicable trading partner agreements and specifications are available at the DMH web site and will be provided at the time the Contract is approved. DMH does not maintain and will not support a private network of any kind.

10.3.4 Contractor shall be solely responsible for complying with all applicable state and federal regulations affecting the maintenance and transmittal of electronic information.

11.0 SUBCONTRACTOR(S)

11.1 If Contractor intends to employ a Subcontractor(s) to perform some of the services described in this Service Exhibit, the Contractor's UCC proposal transmittal letter shall clearly indicate the other agency(ies) involved and describe the role of the Subcontractor(s). A statement from all

Subcontractors indicating their willingness to work with the Contractor and the intent to sign a formal agreement between/among the parties shall be submitted over the signature of the person authorized to bind the subcontracting organization.

- 11.2 Contractor shall obtain prior written approval from DMH in order to enter into any subcontract, and all requests for approval shall be in writing. The Contractor shall remain responsible for any and all performance required under the Contract.
- 11.3 All Subcontracting Agreements shall be required for County review and the official record after award of the Contract, if any.
- 11.4 The role that the Subcontractor will play in the UCC must be fully described in the Contractor's UCC proposal narrative.

12.0 REQUIRED DOCUMENTS

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

- 12.1 Required statistical reports related to the Contractor's services.
- 12.2 Required documents such as licenses, certification, etc. related to the services.
- 12.3 Training schedules and curricula.
- 12.4 Documentation in client records of activities related to performance targets.



Los Angeles County
DEPARTMENT OF MENTAL HEALTH

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

November 27, 2017

TO: Supervisor Mark Ridley-Thomas, Chairman
Supervisor Hilda L. Solis
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Jonathan E. Sherin, M.D., Ph.D.
Director

SUBJECT: **NOTICE OF INTENT TO ENTER INTO A SOLE SOURCE SERVICES AGREEMENT WITH STAR VIEW BEHAVIORAL HEALTH, INC.**

This is to inform your Board that, in accordance with Board Policy No. 5.100, the Department of Mental Health (DMH) intends to enter into a sole source Legal Entity (LE) Agreement with Star View Behavioral Health, Inc., (Star View) for Psychiatric Urgent Care Center (UCC) services in Service Area (SA) 3.

On December 6, 2016, Item 29 of the Board Agenda included authorization for the Director to execute new LE Agreements for Psychiatric UCCs as follows:

- SA 1 – Antelope Valley, Star View Behavioral Health, Inc.
- SA 3 – San Gabriel Valley, Telecare Corporation
- SA 8 – Torrance/South Bay/Harbor, Exodus Recovery, Inc.
- SA 8 – Long Beach, Star View Behavioral Health, Inc.

After having continued difficulty in securing a sufficient site and facing other related challenges, Telecare Corporation voluntarily withdrew its intent to operate a UCC in SA 3. No other qualified bidder responded to the Request for Proposals in SA 3. Star View, who submitted proposals and has been awarded funding to develop UCCs in SA 8 and SA 1 has expressed interest in expanding and developing a UCC in SA 3. Subsequently, unless otherwise instructed by your Board within four weeks, DMH will execute an Agreement with Star View Behavioral Health, Inc., to provide UCC services in lieu of Telecare Corporation in SA 3. DMH will work with both the Office of the County Counsel and the Chief Executive Office in preparing this Agreement.


Each Supervisor
November 27, 2017
Page 2 of 2

If you have any questions, please contact me at (213) 738-4601, or your staff may contact Sara Lee Dato, Chief of Contracts, at (213) 738-4684.

JES:RK:MM:SLD:rlr

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Robin Kay, Ph.D.
Greg Polk
Margo Morales
Deputy Directors (DMH)
Mary Marx, L.C.S.W.

**SOLE SOURCE CHECKLIST
STAR VIEW BEHAVIORAL HEALTH, INC.
SAN GABRIEL VALLEY URGENT CARE CENTER**

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	<i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<p>➤ Other reason. Please explain:</p> <p>On December 6, 2016, the Board authorized the Director to execute new agreements for Psychiatric Urgent Care Centers (UCC) in Service Areas (SA) as follows:</p> <ul style="list-style-type: none"> • SA 1 – Antelope Valley: Star View Behavioral Health, Inc. • SA 3 – San Gabriel Valley: Telecare Corporation • SA 8 – Torrance/South Bay/Harbor: Exodus Recovery, Inc. • SA 8 – Long Beach: Star View Behavioral Health, Inc. <p>However, following difficulty in securing a sufficient site and facing other related challenges, Telecare Corporation voluntarily withdrew its intent to operate a UCC in SA 3. No other qualified bidder responded to the Request for Proposals in SA 3.</p> <p>Star View, who submitted proposals and has been awarded funding to develop UCC's in SA 1 (pursuant to sole source negotiations, delegated authority for which was approved by the Board on December 6, 2016), and SA 8 (pursuant to a solicitation award approved by the Board on December 6, 2016), has subsequently expressed interest in developing a UCC in SA 3. Accordingly, subject to Board approval, DMH intends to negotiate and execute an agreement with Star View Behavioral Health, Inc.; to provide UCC services in SA 1, 3 and 8.</p>
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  <hr style="width: 30%; margin: 0 auto;"/> <p>Authorized Representative Chief Executive Officer, CEO</p> </div> <div style="text-align: center;"> <p>2/2/2018</p> <hr style="width: 30%; margin: 0 auto;"/> <p>Date</p> </div> </div>	