



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

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

Gregory C. Polk, M.P.A.
Chief Deputy Director

Curley L. Bonds, M.D.
Chief Medical Officer

June 16, 2020

APPROVED BY THE CEO

JUN 16 2020

BY DELEGATED AUTHORITY

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

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW LEGAL ENTITY CONTRACT WITH TRI-CITY
MENTAL HEALTH CENTER FOR THE PROVISION OF SPECIALTY MENTAL
HEALTH SERVICES IN CITIES OF POMONA, CLAREMONT, AND LA VERNE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a new Legal Entity Contract with Tri-City Mental Health Center for the provision of specialty mental health services in Cities of Pomona, Claremont, and La Verne as the current contract will expire June 30, 2020.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of the Department of Mental Health (Director), or his designee, to enter into a new Legal Entity Contract (Contract) substantially similar to Attachment I, with Tri-City Mental Health Center (Tri-City MHC) to provide specialty mental health services to the residents of Pomona, Claremont, and La Verne. The Contract will be effective July 1, 2020, through June 30, 2021, with four automatic one-year extension periods. The Department of Mental Health (DMH) will reimburse Tri-City for eligible Short-Doyle Medi-Cal (SD/MC) services provided using Federal Financial Participation (FFP), and 2011 Realignment/Behavioral Health Early Periodic Screening, Diagnosis, and Treatment (EPSDT) funds received from the State on behalf of Tri-City.

2. Delegate authority to the Director, or his designee, to prepare and execute future amendments to the Contract to revise the boilerplate language; revise and/or replace Exhibit A (Financial Provisions); add and/or reflect federal, State, and County regulatory and/or policy changes provided that amendments are subject to the prior review and approval as to form by County Counsel, with written notice to your Board and Chief Executive Officer (CEO).
3. Delegate authority to the Director, or his designee, to terminate the Contract in accordance with the Contract termination provisions, including Termination for Convenience. The Director, or his designee, will provide written notification to your Board and CEO of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of the first Recommendation will enable DMH to contract with Tri-City MHC to provide outpatient specialty mental health services for all Medi-Cal eligible adults and children residing in the Los Angeles County cities of Pomona, Claremont, and La Verne.

Board approval of the second Recommendation will allow DMH to amend the Contract to revise the boilerplate and financial provisions, and incorporate federal, State and County regulatory and/or policy changes as necessary.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These recommendations support the County's Strategic Plan Goal I, Make Investments That Transform Lives via Strategy 1.2 Enhance Our Delivery of Comprehensive Interventions; Strategic Plan Goal III, Realize Tomorrow's Government Today via Strategy III.3 Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

For the term of the Contract, the County shall reimburse Tri-City for eligible SD/MC services provided, contingent upon receipt of FFP and EPSDT funds received from the State for those services. The estimated annual amount per fiscal year is \$15,821,910.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1960, Tri-City MHC was established through a Joint Powers Agreement to deliver mental health services to residents of Pomona, Claremont, and La Verne. As such, Tri-City MHC is the Mental Health Authority for these cities; however, the DMH is the Local Mental Health Plan for the provision of Medi-Cal Specialty Mental Health Services to the residents of Los Angeles County. Therefore, Tri-City MHC must contract with DMH in order to receive payment for the specialty mental health services provided to its residents. Tri-City MHC will incur the costs of the services rendered, claim to the FFP, and will fund local match for Medi-Cal specialty mental health services using the Sales Tax Realignment revenue and MHSA Revenue received directly from the State. As such, DMH will reimburse Tri-City MHC with funds received from the State on their behalf for approved Medi-Cal specialty mental health claims.

The existing Legal Entity Contract with Tri-City MHC will expire June 30, 2020. A new contract is necessary to provide continuous, uninterrupted specialty mental health services to Medi-Cal beneficiaries who are residents of the Tri-City area. The new Contract with Tri-City MHC will be effective July 1, 2020, through June 30, 2021 with four automatic one-year renewals.

Attachment I has been approved as to form by County Counsel.

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

The Honorable Board of Supervisors
June 16, 2020
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IMPACT ON CURRENT SERVICES OR PROJECTS

A new contract with Tri-City MHC allows for the continuation of mental health services to residents of the Tri-City area without interruption.

Respectfully submitted,



Jonathan E. Sherin, M.D., Ph.D.
Director

JES:ES:SK:yy

Attachments (1)

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



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

TRI-CITY MENTAL HEALTH CENTER

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY CONTRACT

MH
Contract Number

00066
Legal Entity Number

506708
Vendor Number

Tri-City Mental Health Center

1717 N. Indian Hill Blvd, Suite B,

Claremont, CA 91711

Contractor Headquarters Address

Contractor Headquarters' Supervisorial District 1

Contractor Service Provision Supervisorial District(s) 1, 5

Mental Health Service Area(s) 3

OR Countywide _____

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 - 1.1.2 Exhibit A-2 Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children's Health Insurance Programs Reimbursements
- 1.2 Exhibit B - INTENTIONALLY OMITTED
- 1.3 Exhibit C - Statement(s) of Work (SOW) / Service Exhibit(s)
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibits G-1, G-2, G-3 - Acknowledgment of Confidentiality Agreement(s)
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - Definitions
- 1.11 Exhibit K - Attestation Regarding Federally Funded Programs
- 1.12 Exhibit L - Required Supplemental Documents
- 1.13 Exhibit M - Performance Standards and Outcome Measures Exhibit
- 1.14 Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 Exhibit O - Charitable Contributions Certification
- 1.16 Exhibit P - Ownership/Controlling Interest Disclosure
- 1.17 Exhibit Q - DMH Information Security Contract/Agreement Requirements
- 1.18 Exhibit R - Contractor's Compliance with Encryption Requirements
- 1.19 Exhibit S - Agreement for Acceptable Use and Confidentiality of County Information Assets
- 1.20 Exhibit T - Confidentiality Oath
- 1.21 Exhibit U - INTENTIONALLY OMITTED
- 1.22 Exhibit V - List of Other Government Contracts
- 1.23 Exhibit W - Electronic Data Transmission Trading Partner Agreement (TPA)

DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY CONTRACT

This CONTRACT is made and entered into this **1st** day of **July, 2020**, by and between the County of Los Angeles, hereinafter referred to as County and Tri-City Mental Health Authority, also known as Tri-City Mental Health Center, hereinafter referred to as “Tri-City” or “Contractor”. Tri-City’s Administrative Office is located at 1717 N. Indian Hill Blvd, Suite B, Claremont, CA 91711.

RECITALS

WHEREAS, the County may contract with other government agencies for Mental Health Services when certain requirements are met; and

WHEREAS, Tri-City is a Joint Powers Agency established in 1960 by and between the Cities of Pomona, Claremont, and La Verne pursuant to the provisions of the Joint Exercise of Powers Act, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, Section 6500, et seq. relating to the joint exercise of powers common to public agencies, and the provisions of the Bronzan-McCorquodale Act/Short-Doyle Act, Part 2, Section, 5600, et seq., of the Welfare and Institutions Code (WIC) of the State of California, to deliver outpatient mental health services to the residents of the three cities. Tri-City’s population is over 200,000 making it a medium-size county mental health authority.

WHEREAS, Tri-City receives 1991 Realignment Revenues from the State of California and also directly receives Mental Health Services Act (MHSA) funds; however, Tri-City is not a Mental Health Plan (“MHP”) as defined in WIC and Federal Medicaid rules only permit the State to pay MHPs for Medi-Cal Specialty Mental Health Services provided by MHPs and their contractors. Therefore, Tri-City must have a contract with County in order to receive Federal Financial Participation funds or funds related to former State contributions to Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) service earned through Contractor’s services to Medi-Cal beneficiaries. This Agreement is intended to create that contract.

WHEREAS, the source for the local match required to draw down Federal Financial Participation is usually Realignment Revenues and in the case of Full-Service Partnerships is MHSA and because Tri-City receives the 1991 Realignment and MHSA revenues for the three Cities, Tri-City will be responsible for, and will pay from its own resources, the local match for Medi-Cal services provided by Tri-City.

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 the Mental Health Services Act (MHSA) adopted by California electorate on November 2, 2004; and

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

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

WHEREAS, these services shall be provided by Tri-City in accordance with all applicable federal, State and local laws, required licenses, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, WIC Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5751.2, and 5900 et seq.; Medi-Cal Act, WIC Section 14000 et seq., including, but not limited to, Section 14705.5, 14705.7, 14706, 14710, and 14132.44; WIC Section 15600 et seq., including Section 15630; WIC Section 17601 et seq.; California Work Opportunity and Responsibility to Kids Act, WIC Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; Title XXI of the Social Security Act; California Penal Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations (CCR); 45 Code of Federal Regulations (CFR) Parts 160 and 164 and WIC Section 5328 et seq.; 42 CFR Paragraph 455.104, California Department of Health Care Services (DHCS) Mental Health Plan Contract; Los Angeles County Department of Mental Health (DMH) Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget (OMB) Uniform Guidance, Subpart E: Cost Principles and Subpart F: Single Audit Requirement; County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by DHCS; and

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

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

1 APPLICABLE DOCUMENTS

- 1.1 Entire Contract: The body of this Contract, all exhibits and Financial Exhibit A (Financial Provisions), attached hereto and incorporated herein by reference, and Tri-City's Contract Service Delivery Plan for this Contract, as approved in writing by the Director, including any addenda thereto as approved in writing by the Director, which are hereby incorporated herein by reference but not attached, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements/contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract, and then to the Exhibits according to the following priority:
- 1.2 Exhibit A - Financial Exhibit (Financial Provisions)
 - 1.2.1. Exhibit A-1 – 1982-A Short-Doyle/Medi-Cal Monthly Claim for Reimbursement Treatment
 - 1.2.2 Exhibit A-2 - Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children's Health Insurance Programs Reimbursements

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

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

2 DEFINITIONS/HEADINGS

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

3 WORK

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

3.3 Description of Services/Activities

- 3.3.1 Tri-City shall provide those mental health services identified in the Service Exhibit(s) of this Contract and as described in the Contractor's Service Delivery Plan for this Contract, as approved in writing by the Director. The quality of services provided by Tri-City shall be the same regardless of the patient's/client's ability to pay or source of payment.
- 3.3.2 Where Tri-City determines that services to new patients/clients can no longer be delivered, Tri-City shall provide 30 calendar days prior notice to County.
- 3.3.3 Tri-City may provide activities claimable as Title XIX Medi-Cal Administrative Activities pursuant to WIC Section 14132.44. The administrative activities which may be claimable as Title XIX Medi-Cal Administrative Activities are shown on the Service Delivery Plan and are described in the policies and procedures provided by the California Department of Mental Health (CDMH) and/or the California Department of Health Services (CDHS).
- 3.3.4 Tri-City may provide mental health services claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services.
- 3.3.5 Tri-City is eligible to provide mental health services claimable under the Mental Health Services Act (MHSA) as allowed under MHSA legislation.

3.4 Maintenance Standards for Service Delivery Sites

3.4.1 Tri-City shall ensure that all locations where services are provided under this Contract are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property.

3.5 Nondiscrimination in Services

3.5.1 Tri-City shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 3.5.1, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Tri-City shall take affirmative steps to ensure that those persons who qualify for services under this Contract are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions.

3.5.2 Tri-City shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Contract may seek resolution from Tri-

City of a complaint with respect to any alleged discrimination in the rendering of services by Tri-City's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Tri-City's resolution of the matter, shall be referred by Tri-City to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

3.5.3 If direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) are provided hereunder, Tri-City 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. Tri-City shall not employ discriminatory practices in the admission of any person, assignment of accommodations, or otherwise. Any time any person applies for services under this Contract, such person shall be advised by Tri-City of the complaint procedures described in the above paragraph. A copy of such complaint procedures shall be posted by Tri-City in each of Tri-City's facilities where services are provided under this Contract in a conspicuous place, available and open to the public.

3.6 Patients'/Clients' Rights

3.6.1 Tri-City 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, Tri-City shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Tri-City to all patients/clients, patients'/clients' records, and Tri-City's personnel in order to monitor Tri-City's compliance with all applicable statutes, regulations, manuals and policies.

3.7 Reporting of Patient/Client Abuse and Related Personnel Requirements

3.7.1 Elders and Dependent Adults Abuse: Tri-City, and all persons employed or subcontracted by Tri-City, 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 Tri-City 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. Tri-City and all persons employed or subcontracted by Tri-City shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

3.7.2 Minor Children Abuse: Tri-City and all persons employed or subcontracted by Tri-City, 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. Tri-City and all persons employed or subcontracted by Tri-City, shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

3.7.3 Tri-City Staff:

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

3.7.3.2 Tri-City shall ensure that clerical and other non-treatment staff who are not legally required to report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

3.7.3.3 For the safety and welfare of elders, dependent adults, and minor children, Tri-City shall, to the

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

3.7.3.4 Tri-City shall not employ or continue to employ any person whom Tri-City 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 Tri-City.

3.8 Staffing

3.8.1 Throughout the term of this Contract, Tri-City shall staff its operations so that staffing approximates the type and number indicated in Contractor's Service Delivery Plan for this Contract and as required by WIC and CCR.

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

3.8.1.2 At all times during the term of this Contract, Tri-City shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, language capability(ies), and experience, who are providing any services under this Contract.

3.9 Staff Training and Supervision

3.9.1 Tri-City shall institute and maintain an in-service training program of treatment review and case conferences in which

all its professional, para-professional, intern, student, and clinical volunteer personnel shall participate.

- 3.9.2 Tri-City shall institute and maintain appropriate supervision of all persons providing services under this Contract with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical supervision policy.
- 3.9.3 Tri-City shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) and Sexual Harassment, and for the training of all appropriate staff on the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, and other State and County policies and procedures as well as on any other matters that County may reasonably require.
- 3.9.4 Tri-City shall document and make available upon request by the federal, State and/or County the type and number of hours of training provided to Contractor's officers, employees, agents, and subcontractors.

3.10 Program Supervision, Monitoring and Review

- 3.10.1 Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Tri-City under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served.
- 3.10.2 Upon receipt of any contract monitoring report pertaining to services/activities under this Contract, Tri-City shall respond in writing to person(s) identified and within the time specified in the contract monitoring report. Tri-City shall, in its written response, either acknowledge the reported deficiencies or present additional evidence to dispute the findings. In addition, Tri-City must submit a plan for immediate correction of all deficiencies.

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

3.11 Reports

- 3.11.1 Tri-City shall make reports as required by Director, State, or the federal government regarding Tri-City's activities and operations as they relate to Tri-City's performance of this Contract. In no event may County require such reports unless it has provided Tri-City with at least 30 calendar days' prior written notification. County shall provide Tri-City with a written explanation of the procedures for reporting the required information.
- 3.11.2 Income Tax Withholding: Upon Director's request, Tri-City shall provide County with certain documents relating to Tri-City's income tax returns and employee income tax withholding. These documents shall include, but are not limited to:

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

3.11.3 County Claims Processing Information System:

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

4 TERM OF CONTRACT

4.1 TERM:

4.1.1 Initial Period: The Initial Period of this Contract shall commence on **July 1, 2020**, and shall continue in full force and effect through **June 30, 2021**.

4.1.2 Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed four (4), additional periods without further action by the parties hereto unless either party desires to terminate this Contract in accordance with provision 8.42 (Termination for Convenience).

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

(2) Second Automatic Renewal Period: If this Contract is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2022, and shall continue in full force and effect through June 30, 2023.

(3) Third Automatic Renewal Period: If this Contract is automatically renewed, the Third Automatic Renewal Period shall commence on July 1, 2023, and shall continue in full force and effect through June 30, 2024.

(4) Fourth Automatic Renewal Period: If this Contract is automatically renewed, the Fourth Automatic Renewal Period shall commence on July 1, 2024, and shall continue in full force and effect through June 30, 2025.

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

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

5 FINANCIAL PROVISIONS

5.1 Distribution of Payments: In consideration of services and/or activities provided by Tri-City, County shall distribute payments to Tri-City in the amount and manner described in Exhibit A

(FINANCIAL PROVISIONS) attached thereto and by this reference incorporated herein.

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

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

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

5.2.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Department of Mental Health Administration

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

6.2 Director of Mental Health

6.2.1 The role of the Director

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

6.3 Contract Monitoring Manager

- 6.3.1 The role of the Contracts Monitoring Manager is authorized to include:
 - 6.3.1.1 Meeting with the Director or his designee on an as needed basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, services, or other work provided by or on behalf of the Tri-City; however, in no event shall Tri-City’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
 - 6.3.1.3 The Contracts Monitoring Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 Contract Lead

- 6.4.1 The role of the County’s Contract Lead is to oversee the day-to-day administration of this Contract; however, in no event shall Tri-City’s obligation to fully satisfy all of the

requirements of this Contract be relieved, excused or limited thereby. The Contract Lead reports to the Contract Monitoring Manager.

7 ADMINISTRATION OF CONTRACT – TRI-CITY

7.1 Tri-City Administration

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

7.2 Tri-City's Contract Manager

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

7.2.2 Tri-City's Contract Manager is designated in Exhibit F- Contractor's Administration. Tri-City shall notify the County in writing of any change in the name or address of Tri-City's Contract Manager.

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

7.3 Approval of Tri-City's Staff

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

7.4 Tri-City's Staff Identification

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

7.4.1 Tri-City is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Tri-City personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Tri-City personnel must immediately comply with such request.

7.4.2 If County requests the removal of Tri-City's staff, Tri-City shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

7.5.1 Each of Tri-City's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Tri-City, regardless of whether the member of Tri-City's staff passes or fails the background investigation.

If a member of Tri-City's staff does not pass the background investigation, County may request that the member of Tri-City's staff be removed immediately from performing services under the Contract. Tri-City shall comply with County's request at any time during the term of the Contract.

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

7.6 Confidentiality

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

7.6.2 Tri-City shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and County claims processing information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other

applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy.

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

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

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

8.2 Assignment and Delegation/Mergers or Acquisitions

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

- 8.2.3 Shareholders, partners, members, or other equity holders of Tri-City may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Tri-City to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of Tri-City's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Tri-City as it could pursue in the event of default by Tri-City.

8.3 Authorization Warranty

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

8.4 Intentionally Omitted

8.5 Complaints

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

8.5.2 Complaint Procedures

- 8.5.2.1 Within 30 business days after the Contract effective date, Tri-City shall provide the County with Tri-City's policy for receiving, investigating and responding to user complaints.

- 8.5.2.2 The County will review Tri-City's policy and provide Tri-City with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in Tri-City's policy, Tri-City shall make such changes and resubmit the plan within 30 business days for County approval.
- 8.5.2.4 If, at any time, Tri-City wishes to change Tri-City's policy, Tri-City shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 Tri-City shall preliminarily investigate all complaints and notify the County's Contract Monitoring Manager of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Contract Monitoring Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Tri-City shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Tri-City shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Tri-City, its officers, employees, agents, or subcontractors, to comply with any such federal, State, or local laws, rules, regulations, ordinances, ADA standards, directives, guidelines, manuals, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Tri-City's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Tri-

City and performed by counsel selected by Tri-City unless objected to by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Tri-City fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Tri-City for all such costs and expenses incurred by County in doing so. Tri-City shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 8.6.3 Tri-City shall comply with all federal laws, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.4 Tri-City shall be governed by and comply with all contractual obligations of the DHCS' Mental Health Plan Contract with the County.
- 8.6.5 Tri-City shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.
- 8.6.6 Duty to Notify: Tri-City agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Tri-City, whether civil or criminal initiated against Tri-City, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.
- 8.6.7 Licenses, Permits, Registrations, and Certificates
 - 8.6.7.1 Tri-City shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a

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

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

8.6.7.3 Tri-City shall ensure that any independent contractors (i.e., individuals who are not employees but who are contracted by Tri-City to perform services hereunder) who prescribe medications, in addition to obtaining and maintaining all licenses, permits, registrations, accreditations, and certificates which are applicable to

their performance hereunder, are credentialed by DMH and maintain such credentialing in effect during the term of this Contract.

8.6.8 Unlawful Solicitation

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

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless Tri-City has demonstrated to the County's satisfaction either that Tri-City is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Tri-City qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Tri-City shall have and adhere to a written policy that provides that its Employees shall receive from Tri-City, 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 Tri-City or that Tri-City deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12 month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12 month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the contract.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of

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

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

8.9 Conflict of Interest

- 8.9.1 Per Los Angeles County Code, Section 2.180.010 (below), no County employee shall be employed in any capacity by this Contractor.

Chapter 2.180 - CONTRACTING WITH CURRENT OR FORMER COUNTY EMPLOYEES

2.180.010-Certain contracts prohibited

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners or major shareholders.

B. The prohibition of this section 2.180.010 shall not apply to a contract with an individual who was formerly employed by the county as a physician resident or fellow.

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

8.9.1.1 Contractor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code by signing Exhibit XX (Certification of No Conflict of Interest).

8.9.1.2 The Los Angeles County Code, Section 2.180.010 may be accessed through the following link:

[https://library.municode.com/ca/los angeles county/codes/code of ordinances](https://library.municode.com/ca/los%20angeles%20county/codes/code%20of%20ordinances)

8.9.2 Tri-City shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Tri-City warrants that it is not now aware of any facts that create a conflict of interest. If Tri-City hereafter becomes aware of any facts

that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

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

8.12 Contractor Responsibility and Debarment

The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Contract, except to the extent

applicable State and/or federal laws are inconsistent with the terms of the Ordinance.

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that Tri-City may be subject to debarment, the Department will notify Tri-City in writing of the evidence which is the basis for

the proposed debarment and will advise Tri-City of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Tri-City and/or Tri-City'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 Tri-City should be debarred, and, if so, the appropriate length of time of the debarment. Tri-City and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one (1) or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination

only where: 1) Tri-City has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one (1) or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

8.13.1 Tri-City acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Tri-City 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 a prominent position at Tri-City's place of business. Tri-City will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor Tri-City's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Tri-City's compliance with all Contract terms and conditions and applicable federal, State, and County policies and procedures relating to performance standards and outcome measures including but not limited to those performance standards and outcome measures required by specific federal, State, and/or County rules, directive, and guidelines for entities receiving their funding. Examples of such performance standards and/or outcome measures include, but are not limited to, those identified in Exhibit M- and those reflected in County and/or program Service Exhibits/SOWs and practice parameters; as well as performance standards and/or outcomes measures related to the Patient Protection and Affordable Care Act (ACA) and Cal MediConnect Program.

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

Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Tri-City. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.15.1 Tri-City shall establish and maintain a Quality Management Program. Tri-City's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 1100.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the DHCS through the Performance Contract and/or Mental Health Plan Contract.

8.15.2 Tri-City's Quality Management Program shall be consistent with Department's Quality Improvement Program Policy No. 1100.1 including the Department's Quality Improvement Work Plan and participation in Service Area Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 1100.1.

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

Tri-City shall monitor, track, document (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) and make available upon request by the federal, State and/or County government the annual cultural competence training provided to Tri-City's staff, including clerical, administrative/management, clinical, subcontractors, and independent contractors.

Tri-City shall complete and submit an attestation of annual cultural competence training completed by 100% of staff to the Ethnic Services Manager (psbcc@dmh.lacounty.gov) by

March 23rd of every Calendar Year.

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

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

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

8.16 INTENTIONALLY OMITTED

8.17 Employment Eligibility Verification

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

8.17.2 Tri-City shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer

sanctions and any other liability which may be assessed against Tri-City or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods and other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any

fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3 In the event Tri-City’s failure to perform arises out of a force majeure event, Tri-City agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California and with all laws, regulations, and contractual obligations of County under its contract with the State. Tri-City agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and Tri-City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Tri-City. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Tri-City shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Tri-City.
- 8.22.3 Tri-City understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers’ Compensation liability, solely employees of Tri-City and not

employees of the County. Tri-City shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Tri-City pursuant to this Contract.

8.22.4 Tri-City shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

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

- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Tri-City's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Tri-City identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Tri-City, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to:
- County of Los Angeles – Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont, 5th Floor, Room 500
Los Angeles, CA 90020
Attention: Chief of Contracts
- 8.24.2.6 Tri-City also shall promptly report to County any injury or property damage accident or incident, including any injury to a Tri-City employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted

to Tri-City. Tri-City also shall promptly notify County of any third party claim or suit filed against Tri-City or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Tri-City and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Tri-City'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 Tri-City's acts or omissions, whether such liability is attributable to Tri-City or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

Tri-City'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 Tri-City,

and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Tri-City resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Tri-City, deduct the premium cost from sums due to Tri-City or pursue Tri-City reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Tri-City shall include all subcontractors as insureds under Tri-City's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Tri-City 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. Tri-City shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Tri-City's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require Tri-City to reduce or eliminate

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Tri-City 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 Tri-City's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of

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

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 Privacy/Network Security (Cyber) Liability

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

8.26 Intentionally Omitted

8.27 Intentionally Omitted

8.28 Nondiscrimination and Affirmative Action

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

handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Tri-City and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.

8.28.2 Tri-City shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 Tri-City shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age (over 40), marital status, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran or veteran of the Vietnam era in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, and granting or denying family care leave. Tri-City 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. Tri-City shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair

Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

- 8.28.4 Tri-City certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a disabled veteran or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Tri-City shall give written notice of its obligations under this Paragraph 8.28 to labor organizations with which it has a collective bargaining or other contract.
- 8.28.5 Tri-City certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, gender, sexual orientation, age, condition of physical handicap (including HIV and AIDS) or mental handicap, disability, medical condition (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Tri-City shall allow County representatives access to Tri-City's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and

Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that Tri-City has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Tri-City violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28.9 Tri-City shall include the provisions of this Paragraph 8.28 in every subcontract or purchase order unless otherwise expressly exempted.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 Tri-City shall notify its employees, and shall require each subcontractor to notify its employees, that they may be

eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 Tri-City shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

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

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

1. Change of Contractor's name.
2. Change of Contractor's headquarters' address.
3. Change, revision, addition, or deletion of Provider site address.
4. Change, revision, addition, or deletion of Provider site number.

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

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

8.35 Intentionally Omitted

8.36 Public Records Act

8.36.1 Any documents submitted by Tri-City; all information obtained in connection with the County's right to audit and inspect Tri-City's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 County shall notify Tri-City upon receipt of a request for such marked documents.

8.36.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a

proposal marked “trade secret”, “confidential”, or “proprietary”, the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

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

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

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

8.38 Record Retention and Inspection-Audit Settlement

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

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

8.38.3 Direct Services and Indirect Services Records: Tri-City shall maintain a record of all direct services and indirect services rendered by all professional, para-professional, intern, student, volunteer and other personnel under this Contract in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made available within three (3) business days for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Contract and during the applicable period of records retention. In addition to the general requirements in this Paragraph 8.38, Tri-City shall comply with any additional patient/client record requirements described in the Service Exhibit(s)/Statement of Work(s) and shall adequately document the delivery of all services described in the Service Exhibit(s)/Statement of Work(s).

8.38.3.1 Patient/Client Records (Direct Services): Tri-City shall maintain treatment and other records for each individual patient/client of all direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State and federal requirements. Such treatment and other records shall include, but not be limited to, patient/client identification number, demographic information, and all data elements required by the County's claims processing information system, consent for treatment form, assessment, treatment plan, progress notes, and any other applicable

information. The required data elements shall be in accordance with the Organizational Provider's Manual. All patient/client records shall be maintained by Tri-City at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

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

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

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

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

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

8.38.3.2 Case Management Support Services, Outreach Services, and Client Supportive Services Records (Indirect Services): Tri-City 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 Tri-City for a minimum period that is at least equivalent to the later of any of the following:

8.38.3.2.1 Ten (10) years following the expiration or earlier termination of this Contract.

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

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

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

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

8.38.4.1 Books of original entry and a general ledger.

8.38.4.2 Reports, studies, statistical surveys or other information Tri-City 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 Tri-City, the Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1

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

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

Case Management Services. All such records shall be maintained by Tri-City for a minimum period that is at least equivalent to the later of any of the following:

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

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

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

8.38.4.6.4 During such retention period, all such records shall be available within three (3) business days and open during County's normal business hours to authorized representatives and designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Such access shall include access to individuals with knowledge of financial records and Tri-City's outside auditors, and regular and special reports from Tri-City.

8.38.5 Preservation of Records: If, following termination of this Contract, Tri-City's facility(ies) is (are) closed or if majority ownership of Tri-City changes, then within 48 hours of closure or ownership change, Director of DHCS and Director shall be notified in writing by Tri-City of all arrangements made by Tri-City for preservation of all the patient/client, financial, and other records referred to in this Paragraph 8.38.

8.38.6 Audits:

8.38.6.1 Tri-City shall provide County and its authorized representative's access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, or any other records relating to this Contract.

- 8.38.6.2 County may, in its sole discretion, perform periodic fiscal and/or program review(s) of Tri-City's records that relate to this Contract. If County determines that the results of any such reviews indicate the need for corrective action, Tri-City 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 Tri-City requests a review by the Director within the 30 calendar days, and if a corrective plan of action is then required, Tri-City shall have 30 calendar days to submit its corrective plan of action.
- 8.38.6.3 Audit Reports: In the event that any audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Tri-City or otherwise, then Tri-City shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within 30 calendar days of Tri-City's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Tri-City shall promptly notify County of any request for access to information related to this Contract by any other governmental agency.
- 8.38.6.4 California Department of Health Care Services (DHCS) Access to Records: Tri-City agrees that for a period of ten (10) years following the furnishing of services under this Contract; three (3) years after final audit is completed including appeals, or ten (10) years after termination of this Agreement; whichever occurs later, Tri-City 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 Tri-City which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Tri-City 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), Tri-City agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 3.10 and in this Paragraph 8.38.

- 8.38.6.5 Federal Access to Records: Grant-funded programs require audits and compliance with federal guidelines pursuant to OMB Uniform Guidance, Subpart F: Single Audit Requirements. If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Tri-City agrees that for a period of ten (10) years following the furnishing of services under this Contract, three (3) years after final audit is completed including appeals, or ten (10) years after termination of this Contract; whichever, is later, Tri-City 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 Tri-City which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Tri-City 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), Tri-City agrees that each such subcontractor shall provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 3.10 and in this Paragraph 8.38.

8.39 Recycled Bond Paper

- 8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the

Tri-City agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

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

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

8.40.2.1 The reasons for the particular subcontract.

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

8.40.2.3 Identification of the proposed subcontractor.

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

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

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

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

"The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7, for a period of ten (10) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later."

8.40.2.7 Further, the Tri-City will also be subject to the examination and audit of the State Auditor,

pursuant to the Government Code, Section 8546.7, for a period of ten (10) years from the end of the fiscal year in which such services were provided or until final resolution of any audits, whichever occurs later.

- 8.40.2.8 Other pertinent information and/or certifications requested by the County.
- 8.40.3 Tri-City shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Tri-City employees.
- 8.40.4 Tri-City shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of Tri-City's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Tri-City is responsible to notify its subcontractors of this County right.
- 8.40.6 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Tri-City shall forward a fully executed subcontract to the County for their files.
- 8.40.7 Tri-City shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 Tri-City shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Tri-City shall ensure delivery of all such documents to:

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

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

8.41.1 Failure of Tri-City to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Tri-City to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

8.42.2.1 On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Tri-City hereunder until preliminary settlement based on the Annual Cost Report. Tri-City shall prepare an Annual Cost Report in accordance with the terms of the Financial Exhibit A.

8.42.2.2 Upon issuance of any notice of termination, Tri-City shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Contract to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of the Director or his designee, except that in specific cases, as determined by Tri-City, where an immediate

patient/client transfer or referral is indicated, Tri-City may make an immediate transfer or referral. If Tri-City terminates this Contract, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Contract nor reimbursable in any way under this Contract; and

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Tri-City under this Contract shall be maintained by the Tri-City in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

8.43.1.1 Tri-City has materially breached this Contract; or

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Tri-City shall be liable to the County for any and all excess costs incurred by the County, as determined

by the County, for such similar goods and services. Tri-City shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, Tri-City shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Tri-City. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Tri-City. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, Tri-City shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Tri-City to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to Tri-City, immediately terminate the right of Tri-City to proceed under this Contract if it is found that consideration, in any form, was offered or

given by Tri-City, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Tri-City's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Tri-City as it could pursue in the event of default by Tri-City.

- 8.44.2 Tri-City shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the contractor. Tri-City shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for Tri-City; or
 - 8.45.1.4 The execution by Tri-City of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

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

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

8.49 Time Off for Voting

8.49.1 Tri-City shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and

subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.50 Validity

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

8.51 Waiver

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

8.52 Warranty Against Contingent Fees

8.52.1 Tri-City warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Tri-City for the purpose of securing business.

8.52.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

If Tri-City or member of Tri-City's staff is convicted of a human trafficking offense, the County shall require that Tri-City or member of Tri-City'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 Tri-City's staff pursuant to this paragraph shall not relieve Tri-City of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

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

8.56 Compliance with the County Policy of Equity

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

inappropriate conduct based on a protected characteristic, may subject Tri-City to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

8.57.1 A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement

9 UNIQUE TERMS AND CONDITIONS

9.1 Third Party Beneficiaries

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

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

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

- 9.2.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and HITECH and that such obligations relate to *transactions and code sets, privacy, and security*. Tri-City 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 Tri-City's behalf. Tri-City has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Tri-City's obligations under HIPAA and HITECH but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 9.2.3 Tri-City and County understand and agree that each is independently responsible for HIPAA and HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA and HITECH laws and implementing regulations related to transactions and code sets, privacy, and security.
- 9.2.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA and HITECH, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.
- 9.2.5 Tri-City and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system.
- (1) County has a Guide to Procedure Codes available at <http://lacdmh.lacounty.gov/hipaa/index.html> which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.
 - (2) County has electronic Data Interchange (EDI) Contract forms available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and [http://lacdmh.lacounty.gov/hipaa/IBHIS EDI_homepage.htm](http://lacdmh.lacounty.gov/hipaa/IBHIS_EDI_homepage.htm) which includes information about the applicable HIPAA transactions that can be processed in the Integrated Behavioral Health Information System (IBHIS).

Tri-City acknowledges that County is using the IBHIS in which clinical, demographic, administrative, financial, claims,

outcomes, and other information will be exchanged between DMH and contract providers exclusively through the use of EDI transactions and other County defined b2b (“Business-to-Business”) data collection and interoperability solutions.

(3) As County defines requirements for each transaction and determines the method by which each transaction is to be exchanged between Tri-City and County, County shall notify Tri-City of the effective date(s) by which Tri-City shall be required to implement each newly defined interface through County’s release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each newly defined interface is required in accordance with the schedule below and in accordance with County’s estimate of the effort required to implement each newly defined interface, unless earlier effective date(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual contract between County and Tri-City.

(a) 120 days for new interface requiring major development and testing,

(b) 90 days for new interfaces requiring moderate development and testing; and

(c) 60 days for new interfaces requiring minimal development and testing.

(4) Tri-City acknowledges that County may modify interfaces requirements as deemed needed by County. County shall notify Tri-City of the effective dates(s) by which Tri-City shall be required to comply with each modified interface in accordance with County’s revised requirements through County’s release of revised Companion Guides. Revised Companion Guides shall be released prior to the effective date(s) upon which each modified interface is required in accordance with the schedule below and in accordance with County’s estimate of the effort required to implement each revised interface, unless earlier effective dates(s) are imposed by law or regulation, or earlier effective dates(s) are established by mutual contract between County and Tri-City.

(a) 90 days for existing interfaces requiring major

development and testing;

(b) 60 days for existing interfaces that requiring moderate development and testing; and

(c) 30 days for existing interfaces requiring minimal development and testing.

(5) Tri-City 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 Tri-City and County as of the effective date(s) specified by County.

(6) County has Trading Partner Agent Authorization Contracts available at http://lacdmh.lacounty.gov/hipaa/edi_homepage.html and <http://lacdmh.lacounty.gov/hipaa/IBHIS EDI homepage.htm> which includes the Tri-City's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Tri-City to the IBHIS.

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

9.2.7 Tri-City 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, Tri-City shall be fully liable to DMH for any acts, failures or omissions of the Agent in providing said services as though they were Tri-City's own acts, failures, or omissions.

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

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

9.3 Contractor Protection of Electronic County Information

- 9.3.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. The County Policy 5.200 "Contractor Protection of Electronic County Information" for specific details on this policy reference the following link: https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRELCOIN was adopted to protect personal information (PI); protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County Contractors. Tri-City agrees that it will comply with County Policy 5.200, as it now exist or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.
- 9.3.2 Tri-City shall comply with the encryption standards set forth in Exhibit Q, Information Security Contract/Agreement Requirements and submit Required Forms Exhibit R, LACDMH Contractor's Compliance with Encryption Requirements. Encryption requirements shall apply to all County PI, PHI and MI electronically stored or transmitted by Contractors and subcontractors, irrespective of storage and/or transmission methodology.

9.3.3 Tri-City shall complete and submit to DMH the Confidentiality Oath (Non-LAC-DMH Workforce Members), Exhibit T to this Contract.

9.3.4 Tri-City shall sign, submit to DMH and comply with County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Assets, Exhibit S to this Contract.

9.4 Technology Requirements

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

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

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

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

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262,

Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Data Destruction

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

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

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

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

9.7 Local Small Business Enterprise (LSBE) Preference Program

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.7.2 Tri-City shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.7.3 Tri-City shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If Tri-City has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 Tri-City shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.8.3 Tri-City shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4 If Tri-City has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 Tri-City shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 Tri-City shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.9.4 If Tri-City has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Tri-City shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

9.10.1 Tri-City agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Chapter 1).

9.10.2 Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

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

9.11.1 Tri-City 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 Tri-City will notify Director within 30 calendar days in writing of: (1) any event that would require Tri-City 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 Tri-City or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

9.11.2 There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory

and in other cases the Office of Inspector General (OIG), and State officials have the discretion not to exclude.

- 9.11.3 The mandatory bases for federal exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.
- 9.11.4 Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a State license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded. Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.
- 9.11.5 Tri-City 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 Tri-City or its staff members from such participation in a federally funded health care program. Tri-City shall provide the certification set forth in Exhibit K (Attestation Regarding Federally Funded Program) as part of its obligation under this Paragraph 9.11.
- 9.11.6 Tri-City shall also comply with DMH Policy 106.04 (Contractors Eligibility to Provide Goods and Services to

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

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

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

9.12.1 In addition to Paragraph 8.12 (Contractor Responsibility and Debarment) Tri-City hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Tri-City certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Tri-City 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. Tri-City shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Tri-City to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

9.13 Restrictions On Lobbying

9.13.1 If any federal funds are to be used to pay for any of Tri-City's services under this Contract, Tri-City shall fully comply with

all certification and disclosure requirements prescribed by Section 319 of Public Law 101 121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Contract also fully complies with all such certification and disclosure requirements.

9.14 Disclosures

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

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

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

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

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

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

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

entering into a contract and at any time upon County's request.

9.15 Certification of Drug-Free Work Place

9.15.1 Tri-City certifies and agrees that Tri-City and its employees shall comply with DMH's policy of maintaining a drug-free work place. Tri-City 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 Tri-City's facilities or work sites or County's facilities or work sites. If Tri-City 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 Tri-City, within five (5) days thereafter, shall notify Director in writing.

9.16 Purchases

9.16.1 Purchase Practices: Tri-City shall fully comply with all federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

9.16.2 Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Tri-City using any County funds. Upon the expiration or termination of this Contract, the discontinuance of the business of Tri-City, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Tri-City or its giving an assignment for the benefit of creditors, or the failure of Tri-City 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 Tri-City. County, in conjunction with Tri-City, shall attach identifying labels on all such property indicating the proprietary interest of County.

9.16.3 Inventory Records, Controls and Reports: Tri-City shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. Within 90 calendar days following the execution of this Contract, Tri-City 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 Tri-City on a form or forms designated by Director, certified and signed by an authorized officer of Tri-City, and one copy thereof shall be delivered to County within 30 calendar days of any change in the inventory. Within five business days after the expiration or termination of the Contract, Tri-City shall submit to County six copies of the same inventory report updated to the expiration or termination date of the Contract, certified and signed by an authorized officer of Tri-City, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or termination date.

9.16.4 Protection of Property in Contractor's Custody: Tri-City 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, Tri-City 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, Tri-City shall immediately send Director a detailed, written report. Tri-City shall contact DMH's Administrative Services Division for

instructions for disposition of any such property which is worn out or unusable.

9.16.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or termination of this Contract, or at any other time that County may request, Tri-City 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 Tri-City, reasonable wear and tear excepted, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

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

COUNTY OF LOS ANGELES

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

Tri-City Mental Health Center
CONTRACTOR

By _____
Name _____ Antonette Navarro
Title _____ Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

DMH LEGAL ENTITY CONTRACT

**FINANCIAL EXHIBIT A
(FINANCIAL PROVISIONS)**

FINANCIAL EXHIBIT A
(FINANCIAL PROVISIONS)

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EXHIBITS

- EXHIBIT A-1: SPECIAL CLAIM CERTIFICATION FORM FOR TRI-CITY MENTAL HEALTH AUTHORITY
- EXHIBIT A-2: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH - TRI-CITY CLAIMS CERTIFICATION FOR TITLE XIX SHORT-DOYLE/MEDI-CAL AND TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM DETERMINATION OF ELIGIBILITY

FINANCIAL EXHIBIT A
FINANCIAL PROVISIONS

A. GENERAL

(1) The County shall reimburse Tri-City for Short-Doyle Medi-Cal (SD/MC) Federal Financial Participation (FFP), and 2011 Realignment/Behavioral Health Early Periodic Screening, Diagnosis, and Treatment (EPSDT) funds received from the State on behalf of Tri-City in payment for eligible SD/MC services provided under this Department of Mental Health (DMH) Legal Entity Contract and in accordance with the terms of this DMH Legal Entity Contract and the attachments thereto, including but not limited to this Financial Exhibit A (FINANCIAL PROVISIONS).

(a) For the purposes of the Contract, a “Funded Program” is a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal) as identified in the Service Delivery Plan.

(b) For the purposes of the Contract, the “Funded Program Amount” is the amount identified in the Service Delivery Plan.

(c) Tri-City understands and agrees that the Medi-Cal services prescribed in this Contract may include but are not limited to, Medi-Cal beneficiaries eligible under Early and Periodic, Screening, Diagnosis, and Treatment (EPSDT) Program; Title XXI Medicaid Children’s Health Insurance Program (MCHIP); traditional Title XIX SD/MC Program for low-income individuals who are age 65 or older, blind, disabled, or members of families with dependent children or qualified pregnant women or children; and Medicaid (Medi-Cal in California) Coverage Expansion under the Affordable Care Act, all of whom are eligible for services under the Title XIX Short-Doyle/Medi-Cal (SD/MC) and/or Title XXI MCHIP Program. Therefore, Tri-City shall ensure access and provision of a full array of Specialty Mental Health Services to all eligible beneficiaries based on client needs as set forth in the applicable Service Delivery Plan, Statement(s) of Work, and/or Service Exhibit(s) under this Contract.

(2) This Contract shall only cover SD/MC services.

(3) Tri-City shall comply with requirements necessary for reimbursement as established by federal, State and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives.

B. LIMITATIONS ON MAXIMUM REIMBURSEMENT

(1) The total maximum reimbursement by County to Tri-City under this Contract shall be an estimate based on Tri-City's anticipated funding for its eligible match from the State in the form of Tri-City's 1991 Realignment and Mental Health Services Act (MHSA) funds and its consequent anticipated SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT reimbursement for eligible services for the Initial Period, First Automatic Renewal Period, Second Automatic Renewal Period, Third Automatic Renewal Period and the Fourth Automatic Renewal Period, respectively, of this Contract.

(a) Should the maximum reimbursement that will be disbursed by County to Tri-City under this Contract for any Funded Program be more than the amount identified as the Funded Program Amount for each Funded Program, as provided in the Service Delivery Plan for the Initial Period, First Automatic Renewal Period, Second Automatic Renewal Period, Third Automatic Renewal Period and the Fourth Automatic Renewal Period, respectively, of this Contract, Tri-City will submit a revised Service Delivery Plan.

(2) Tri-City shall immediately provide written notice to the County when, based on the Tri-City's own internal records, when it has received disbursement for services/activities under this Contract in an amount equal to seventy-five (75) percent of the total annual service amount reflected in the approved Service Delivery Plan during the Initial Period, First Automatic Renewal Period, Second Automatic Renewal Period, Third Automatic Renewal Period and the Fourth Automatic Renewal Period of this Contract.

(a) Tri-City shall send such notice to those persons and addresses which are set forth in the DMH Legal Entity Contract, Paragraph 8.34 (NOTICES).

C. REIMBURSEMENT FOR INITIAL PERIOD

(1) The Maximum Contract Amount (MCA) for the Initial Period of this Contract as described in Paragraph 1 (TERM) shall not exceed **ZERO DOLLARS (\$0)** and shall consist of SD/MC FFP and/or 2011 Realignment/Behavioral Health, EPSDT, as shown on the Service Delivery Plan.

D. REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED

(1) Reimbursement For First Automatic Renewal Period: The MCA for the First Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM OF CONTRACT) shall not exceed **ZERO DOLLARS (\$0)** and shall consist of SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT, and/or federal funds as shown on the Service Delivery Plan.

(2) Reimbursement For Second Automatic Renewal Period: The MCA for the Second Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM OF CONTRACT) shall not exceed **ZERO DOLLARS (\$0)** and shall consist of SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT, and/or federal funds as shown on the Service Delivery Plan.

(3) Reimbursement For Third Automatic Renewal Period: The MCA for the Third Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM OF CONTRACT) shall not exceed **ZERO DOLLARS (\$0)** and shall consist of SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT, and/or federal funds as shown on the Service Delivery Plan.

(4) Reimbursement For Fourth Automatic Renewal Period: The MCA for the Fourth Automatic Renewal Period of this Contract as described in Paragraph 4 (TERM OF CONTRACT) shall not exceed **ZERO DOLLARS (\$0)** and shall consist of SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT, and/or federal funds as shown on the Service Delivery Plan.

E. REIMBURSEMENT BASIS

(1) Reimbursement Rates for Mental Health Services: For mental health services claimed and billed through the County's claims processing information system, and except as further limited elsewhere in this Contract, Tri-City will utilize provisional rates based on a Cost Reimbursement methodology under this Contract.

(a) Tri-City shall calculate its requested rates in accordance with the terms and limitations set forth in DMH Policy, *Provisional Rate Setting*, or as otherwise directed by DMH.

(b) Requested rates for services provided under this Contract shall be uniform, unless otherwise agreed to by County and Tri-City, and will apply to all similar services.

(c) All provisional rates are subject to prior review and approval of the County consistent with the DMH Policy, Provisional Rate Setting. Should the County be in disagreement with Tri-City's provisional rates, the County will meet with Tri-City to discuss.

(d) County may adjust Tri-City's provisional rate(s) based on the most current cost report data as outlined in the DMH Policy, *Provisional Rate Setting*, or as otherwise specified by DMH.

(e) It is the parties' understanding that State payment for each unit of service shall be based on 100% of the provisional rate for such service claimed by the County to the State.

(f) Tri-City may request, as outlined in DMH Policy, Provisional Rate Setting, revisions to one or more of the provisional rates. Based on the documentation supplied by Tri-City, or such other factors as may reasonably be considered, the County will grant or deny such request or after discussion with Tri-City, modify it. Changes to the provisional rate do not require an amendment to this Contract.

(g) Tri-City shall have, for each service it provides, a published charge, which it will set at its own discretion and with the understanding that such published charge may act as a limitation on its allowable payment under this Contract as specified in Subparagraph 7(a)(ii) of Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS).

F. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS

(1) County payments of SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT funds to Tri-City for performance of eligible services hereunder are:

(a) Provisional until the completion of all settlement activities and audits, as such payments are subject to future County, State and/or federal adjustments. State and/or County adjustments to provisional payments to Tri-City may result from County's claim processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Contract, annual cost report, application of various County, State and/or federal reimbursement limitations, application of County, State,

and/or federal policies, procedures, and regulations, and/or County, State or federal audits, all of which take precedence over monthly reimbursements. County and Tri-City acknowledge that the references in this Paragraph F (BILLING AND PAYMENT PROCEDURES AND 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.

(b) To be made by County using the business rules as shown in this Financial Exhibit A (FINANCIAL PROVISIONS) for each of the respective State and/or federal funding sources(s).

(c) Restricted to the services identified in the Statement(s) of Work and/or Service Exhibits (Exhibit C).

(d) Applied at the Legal Entity level.

(2) Tri-City acknowledges and agrees that County's final payment to Tri-City for Title XIX SD/MC and/or Title XXI MCHIP services is contingent on payment from the State and federal governments. County's submission of claims on behalf of Tri-City does not render County in any way responsible for payment of, or liable for, Tri-City's claims for payment for these services. Tri-City's ability to receive payment for such services is entirely dependent upon Tri-City's compliance with all laws and regulations related to such services.

(3) Claims Certification and Program Integrity: Tri-City certifies that all units of service entered by Tri-City into the County's claims processing system covered by this Contract will be true and accurate to the best of Tri-City's knowledge. In addition, Tri-City's Executive Director (or equivalent position) shall certify, using the form at Exhibit A-1 to this Attachment II, for each batch of claims submitted to the County, that all such claims have been individually reviewed for completeness and accuracy, and that to best of his/her knowledge and belief, (i) medical necessity exists for the services claimed, (ii) that a timely service plan which includes the specific service claimed has been prepared for the beneficiary, (iii) that an adequate progress note reflecting the service claimed as well as all other necessary information exists, and (iv) that the services meet the federal, State and County requirements for coverage and reimbursement under the SD/MC program. Further, Tri-City shall annually provide the additional certification set forth in the Contractor Claims Certification for Title XIX Short-Doyle/Medi-Cal and Title XXI Medicaid

Children's Health Insurance Program Reimbursements" (Exhibit A-2 to this Attachment II) related to Tri-City's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX SD/MC and/or Title XXI MCHIP claims. Tri-City understands and acknowledges that the County will be relying on the accuracy of the representations in these certifications in submitting claims to the State, which will make claims to the federal government, and that intentional or reckless mis-certification could create false claims liability for Tri-City.

(4) Submission of Bills:

(a) Claims for SD/MC services are to be entered into the County's claims processing information system within, (i) for initial or original (non-replacement) claims, six (6) months after the end of the month in which the services were rendered and (ii) for replacement claims, nine (9) months of the end of the month in which mental health services are delivered, except as otherwise provided in this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS).

(b) Notwithstanding Subparagraph (4) (a) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS), good cause justification for late claim submission is governed by applicable federal and State laws and regulations and is subject to approval by the State and/or County.

(c) Tri-City shall, as soon as practicable, notify County of any delay in meeting the submission period specified in Subparagraph (4) (a) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) in the event Tri-City is not able to make timely data entry into the County's claims processing information system due to no fault on the part of Tri-City. Such Tri-City notification should be immediate upon Tri-City's recognition of the delay and must include a specific description of the problem that Tri-City is having with the County's claims processing information system. Notification shall be pursuant to the DMH Legal Entity Contract, Paragraph 8.34 (NOTICES), and such notification shall also be made by Tri-City to the DMH Chief Information Office Bureau's Help Desk.

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

established by DMH CIOB.

(d) The County will notify Tri-City in writing as soon as practicable of any County issue(s) which will prevent the entry by Tri-City of claiming information into the County's claims processing information system, and County, if appropriate, will waive the requirement of Subparagraphs (4) (a) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) in the event of any such County issue(s). Once County has notified Tri-City that its issues are resolved, Tri-City shall enter billing information into the County's claims processing information system within 30 calendar days of County's notice date unless otherwise agreed to by County and Tri-City.

i. To the extent that issues identified pursuant to Subparagraph (4) (d) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) require that Tri-City modify its procedures for entering claims into the County's claims processing information system, Tri-City shall consult with County regarding a reasonable time required to implement such modifications and, upon approval by County, the 30 calendar days required by Subparagraph (4) (d) of this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) shall be extended by the amount of time required to implement such modifications. Such reasonable time must comply with State and federal Medi-Cal claims submission time frames.

(e) 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 Tri-City 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 Tri-City submitting claims into the County's claims processing information system for a period of time, the timelines under this Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) shall be extended for the period determined by County which is reasonably based on the time the system is inactive.

(5) Tri-City acknowledges and agrees that County, in undertaking the processing of claims and payment for services rendered under this Contract does so as the Mental Health Plan for the Medi-Cal Program.

(6) County shall have no liability for Tri-City's failure to comply with the

time frames established under this Contract and/or State and federal time frames, except to the extent that such failure was through no fault of Tri-City.

(7) Reimbursement Methodologies: County agrees that aggregate final compensation for services under this Contract will be based on the following, less any Tri-City-provided local match, all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, interest and return resulting from services, hereunder, unless otherwise specified in this Contract.

(a) Cost Reimbursement (CR): Final reimbursement shall be based upon Tri-City's allowable actual costs incurred in providing eligible mental health services reflected in State approved Medi-Cal 835 claims file(s), and County's analysis of the claim's reasonableness subject to the limitations specified in this Financial Exhibit A (FINANCIAL PROVISIONS).

i. Reasonable, necessary and proper actual costs will be considered allowable, subject to the limitations specified in this Contract. The Centers for Medicare and Medicaid Services' Publications #15-1 and #15-2, "The Provider Reimbursement Manual Parts 1 and 2" is to be used to determine allowable costs for federal funds reimbursements. For non-federal funds, allowable costs shall be governed by State law, regulations and/or policy.

ii. Additionally, reimbursement for Medi-Cal funded cost reimbursed services is limited to the lowest of:

1. Tri-City's published charge(s) to the general public; unless Tri-City is a Nominal Charge Provider. This federal published charges rule is applicable only for outpatient, rehabilitative, case management and 24-hour services or

2. Tri-City's actual reasonable and necessary costs. To the extent required by the State of California, reasonable and necessary administrative expenses will be limited to 15 percent of direct service costs.

(b) All monthly claims shall be subject to adjustment based upon the County's claims processing information system reports, remittance advices and State 835 Medi-Cal data, and/or Tri-City's annual Cost Report which shall supersede and take precedence over all claims.

(c) Adjustment of Claims for Contract Compliance: Director, in

his sole discretion and at any time and without prior written notice to Tri-City, may take any necessary actions required to ensure that Tri-City is not paid by County a sum in excess of the amount due to Tri-City under the terms and conditions of this Contract. Such actions may include, but are not limited to, reimbursing claims submitted through the claims processing information system at an amount less than the amount that would be calculated using Tri-City's provisional rates, denying claims for payment, holding claims for Medi-Cal services from being forwarded for adjudication by the State, withholding payment of certain claims, and/or demanding repayment from Tri-City.

i. Concurrent with any such action, Director shall provide Tri-City with written notice of the County's decision to take such action(s), including the reason(s) for the action. Thereafter, Tri-City may, within 15 calendar days of Tri-City's receipt of the notification, request reconsideration of the County's decision. Tri-City may request in writing, and shall receive if requested, County's computations which supports its determination that such actions were necessary, including any amount(s) held, denied, or reduced.

ii. Upon receiving a request for reconsideration from Tri-City, County shall, within 15 calendar days, schedule a meeting with Tri-City to consider Tri-City's request to reconsider its action. At said meeting, Tri-City may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose a date for submitting the complete and correct data.

iii. Within 15 calendar days of said meeting, County shall, in writing, notify Tri-City, of its final decision. The decision of the Director will be final.

(d) Director shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County written standards. Director shall provide Tri-City with at least 30 calendar days' written notice of his intention to deny payment, including the reason(s) for his intended actions. Thereafter, Tri-City may, within 15 calendar days, request reconsideration of the County's decision. SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT payments to Tri-City shall not be withheld pending the results of the reconsideration process.

(9) Suspension of Payment:

(a) SD/MC FFP and 2011 Realignment/Behavioral Health EPSDT payments to Tri-City may be suspended if Director, for good cause, determines that Tri-City is in default under any of the provisions of this Contract. Except in cases of alleged fraud or similar intentional wrongdoing or a reasonable good faith determination of pending insolvency, at least 30 calendar days' notice of such suspension shall be provided to Tri-City, including a statement of the reason(s) for such suspension.

i. Tri-City may, within 15 calendar days, request reconsideration of Director's decision to suspend payment. Suspension of payment to Tri-City shall not take effect pending the results of such reconsideration process.

ii. Upon receiving a request for reconsideration from Tri-City, County shall, within 15 calendar days, schedule a meeting with Tri-City to consider Contractor's request to reconsider its action. At said meeting, Tri-City may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.

iii. Within 15 calendar days of said meeting, County shall, in writing, notify Tri-City of its final decision. The decision of the Director will be the final administrative decision.

(b) Because payments to Tri-City will be suspended if 2011 Realignment/Behavioral Health or federal funds are unavailable for payment of such claims, Director shall immediately notify Tri-City upon receiving notification of unavailability of funds from the State for payment on such claims.

(10) No Payment for Services Provided Following Expiration/Termination of Contract: Tri-City shall have no claim against County for payment of any money, or reimbursement of any kind whatsoever, for any service provided by Tri-City after the expiration or other termination of this Contract or relating to any terminated portion thereof. Should Tri-City receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Tri-City. This provision shall survive the expiration or other termination of this Contract.

(11) Tri-City agrees to hold harmless both the State and beneficiary in the

event County cannot or will not disburse payment for eligible services performed by Tri-City pursuant to this Contract.

G. GENERAL ADMINISTRATION REQUIREMENTS FOR TITLE XIX SHORT-DOYLE/MEDI-CAL AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE SERVICES

(1) Short-Doyle/Medi-Cal is California's mental health designation for federal Title XIX Medicaid and Title XXI MCHIP. FFP funds are available for mental health expenditures incurred by a public entity when providing eligible services to Medi-Cal beneficiaries and when local match funds are also expended in rendering those Medi-Cal services. 2011 Realignment/Behavioral Health funds are also available for a portion of the local match for Medi-Cal eligible beneficiaries eligible for the EPSDT services. EPSDT is Medicaid's (hence Medi-Cal's) comprehensive and preventive child health program for individuals under the age of 21. Medi-Cal beneficiaries that are eligible for the EPSDT service are assigned specific Medi-Cal aid codes which distinguish their EPSDT eligibility status.

(2) County will disburse any SD/MC FFP/2011 Realignment/Behavioral Health funds to Tri-City, the State designated outpatient services Mental Health Authority for the cities of Pomona, Claremont and La Verne, in County's capacity as the State designated Mental Health Plan.

(3) County will disburse SD/MC FFP, 2011 Realignment/Behavioral Health funds to Tri-City only:

(a) For State adjudicated approved SD/MC claims which have not been subsequently voided by Tri-City from County's claims processing information system.

(b) During the time the Tri-City is certified as a Title XIX SD/MC and Title XXI MCHIP provider.

(c) To the extent that Tri-City certifies sufficient local funds which qualify under the Code of Federal Regulations as the match funds for the SD/MC expenditures, thusly permitting the FFP reimbursement.

(d) Upon receipt of the FFP and 2011 Realignment/Behavioral Health EPSDT payments from the State. Upon such receipt, County will proceed to disburse such FFP and 2011 Realignment/Behavioral Health EPSDT funds to Tri-City as

follows:

i In an amount equal to that of the State-paid FFP and the 2011 Realignment/Behavioral Health funds calculated based on the EPSDT baseline and growth determined by the State, for the adjudicated approved SD/MC claim lines totals less the FFP and 2011 Realignment/Behavioral Health funds related to any of such State approved claims that have been voided by Tri-City from the County's claims processing information system.

(e) Notwithstanding the requirements above, the Director at his exclusive discretion may advance funds to Tri-City where, through no fault of Tri-City, receipt of payment of FFP and/or 2011 Realignment/Behavioral Health funds has been delayed.

(4) Each Fiscal Year of the term of this Contract, County shall disburse to Tri-City payments received for State adjudicated approved claims for Title XIX SD/MC and/or Title XXI MCHIP services only to the extent required by federal laws, regulations, manuals, guidelines, and directives and only after receiving payment from the State for such FFP and 2011 Realignment/Behavioral Health EPSDT funds.

(5) Tri-City understands and agrees that County's actions in providing assistance in processing claims as the Mental Health Plan for the State and federal governments is subject to reimbursement from the State and does not render County in any way to be ultimately fiscally responsible for payment for Tri-City's claims for payment for these Title XIX SD/MC and/or Title XXI MCHIP services. Tri-City's ability to retain the Title XIX SD/MC and/or Title XXI MCHIP payment for such State approved claimed services is entirely dependent upon compliance with the law and regulations related to same.

(6) Each Fiscal Year of the term of this Contract, the federal and local match reimbursement for Title XIX SD/MC and/or Title XXI MCHIP services shall be made on the basis of the State's notification to County of the applicable respective federally published Federal Medical Allowance Percentages (FMAPs) and the 2011 Realignment/Behavioral Health funds participation percentage at the time of the date of the service.

(a) 2011 Realignment/Behavioral Health Funds, Local Match and FFP: Tri-City is responsible for providing the eligible local matching funds for the

applicable portion of the EPSDT baseline and growth determined by the State to be assignable to Tri-City's claims, and shall expend and certify the expenditure of such amounts. The parties agree that the Tri-City's provisional EPSDT Medi-Cal payments will be based upon the State 835 identified provisional approved FFP and 2011 Realignment/Behavioral Health funds calculated based on the EPSDT baseline and growth determined by the State. FFP and 2011 Realignment/Behavioral Health funds payments will be finalized as a part of the State's cost report settlement and audit processes for each fiscal year using the State generated allocation of EPSDT baseline and growth obligations, subject to further adjustment by the State's audit and appeal processes.

(7) Tri-City authorizes County to serve as the Mental Health Plan for State claiming and reimbursement for SD/MC services provided pursuant to this Contract and to act on Tri-City's behalf with State Department of Health Care Services (SDHCS) in regard to claiming. Tri-City shall certify annually, no later than July 10 of each year, in writing, that all necessary documentation will exist at the time any such claims for Title XIX SD/MC and/or Title XXI MCHIP services are submitted by Tri-City to County.

(8) Tri-City shall be solely responsible for all service data and information submitted by Tri-City and shall be liable except to the extent that its data complies with express County rules. County shall submit, as the Mental Health Plan, to SDHCS Title XIX SD/MC and/or Title XXI MCHIP claims and shall timely make available to Tri-City any subsequent State approvals or denials of such claims. Tri-City shall submit to County all Title XIX SD/MC and/or Title XXI MCHIP claims or other State required claims data within the time frame(s) prescribed in Subparagraph (4) of Paragraph F (BILLING AND PAYMENT PROCEDURES AND LIMITATIONS) above. County shall have no liability for Tri-City's failure to comply with these time frames.

(9) Notwithstanding any other provision of this Contract, Tri-City shall hold County harmless from and against any loss to Tri-City resulting from any of the following caused by Tri-City: State denials, unresolved EOB claims, and/or any federal and/or State audit disallowances for such Title XIX SD/MC and/or Title XXI MCHIP services unless the denial or disallowance was due to the fault of County.

(10) As the State designated Title XIX SD/MC and Title XXI MCHIP Mental Health Plan, County shall submit reimbursement claims to the State in a timely

manner only for those services identified and entered by Tri-City into the County claim processing information system as appropriate claims compliant with State and federal requirements. Tri-City shall comply with all written instructions provided by County and/or State to Tri-City regarding Title XIX SD/MC and Title XXI MCHIP claiming and documentation.

(11) Tri-City shall maintain an audit file documenting all Title XIX SD/MC and/or Title XXI MCHIP services, as provided in the DMH Legal Entity Contract, Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

(12) County may modify the County's claiming systems for Title XIX SD/MC and/or Title XXI MCHIP services 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 Tri-City in writing of any such modification and the reason, if known, for the modification and the planned implementation date of the modification.

(13) Specialty Mental Health Services (SMHS) Reconciliation Report: Tri-City shall complete and certify, in accordance with State and County instructions, and provide DMH with two (2) copies of an accurate and complete SMHS Reconciliation Report, also referred to as "Title XIX SD/MC Reconciliation Report," by the due date set by the County for the applicable fiscal year.

(a) Should Tri-City fail to provide County with the SMHS Reconciliation Report by the due date, then Director, in his sole discretion, shall determine which State approved SD/MC services shall be used by County for completion of the SMHS Reconciliation Report.

(b) Tri-City shall hold County harmless from and against any loss to Tri-City resulting from Tri-City's failure to provide County with the SMHS Reconciliation Report and County's subsequent determination of which State-approved SD/MC services to use for completion of the SMHS Reconciliation Report for Tri-City.

(14) In no event shall County be liable or responsible to Tri-City for any State approved Title XIX SD/MC and/or Title XXI MCHIP services that are subsequently disallowed by County, State, and/or federal governments unless the disallowance was based on Tri-City's compliance with written County guidelines.

H. GOVERNMENT FUNDING RESTRICTIONS

(1) This Contract shall be subject to any restrictions, limitations, or

conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may in any way affect the provisions or funding of this Contract. This Contract shall also be subject to any additional restrictions, limitations, or conditions imposed by the federal government which may, in any way, affect the provisions or funding of this Contract. In the event that, based on any revision to State or federal law, Tri-City is no longer considered a public entity capable of certifying a public expenditure or making an intergovernmental transfer under federal Medicaid rules, the provisions of Paragraph T (PUBLIC ENTITY STATUS) shall control.

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

(1) Tri-City 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), including Welfare and Institutions Code Sections 5709 and 5710.

(b) The eligibility of patients/clients for SD/MC, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Tri-City shall pursue and report collection of all patient/client and other revenue.

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

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

(4) Tri-City may retain any interest and/or return which may be received, earned or collected from any funds disbursed by County to Tri-City, provided that Tri-City shall utilize all such interest and return only for the delivery of mental health services specified in this Contract.

(5) Failure of Tri-City to report in all applicable claims and in its Annual Cost Report, all fees paid by patients/clients receiving services hereunder, all fees paid

on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services hereunder, and all interest and return on funds disbursed by County to Tri-City, shall result in:

(a) Tri-City'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 Tri-City's reimbursement.

J. ANNUAL COST REPORTS

(1) For each Fiscal Year or portion thereof that this Contract is in effect, Tri-City 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 the Cost Report Certification must be signed by a Tri-City's executive or designee, by the due date specified in Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS).

(2) An accurate and complete Annual Cost Report shall be defined as a Cost Report which is completed utilizing reliable data source(s) to the best of the ability of Tri-City on such forms or in such formats as specified and instructed by County.

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

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

(a) Failure by Tri-City to submit an Annual Cost Report within 30 calendar days after the applicable due date specified in Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS) shall constitute a breach of this Contract. 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:

i. In such instance that Tri-City does not submit an

Annual Cost Report(s) within such 30 calendar days after the applicable due date specified in Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS), then all amounts covered by the outstanding Annual Cost Report(s) and disbursed by County to Tri-City for the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be due by Tri-City to County. Tri-City shall pay County according to the method described in Paragraph N (PAYMENTS BY CONTRACTOR TO COUNTY).

ii. If this Contract is extended as provided in DMH Legal Entity Contract Paragraph 4 (TERM OF CONTRACT), then County may opt to not allow any further payments to Tri-City under this Contract until the Annual Cost Report(s) is (are) submitted. County shall give Tri-City at least 15 business days' written notice of its intention to suspend payments hereunder, including the reason(s) for its intended action. Thereafter, Tri-City shall have 15 business days either to correct the deficiencies, or to request reconsideration of the decision to suspend payments. Payments to Tri-City shall not be suspended during the 15 business days provided to correct the deficiency or, if reconsideration is requested, pending the results of the reconsideration process.

(b) It is mutually understood and agreed that failure of Tri-City to submit an Annual Cost Report(s) by the due date specified in Subparagraph (4) of this Paragraph J (ANNUAL COST REPORTS) will result in damages being sustained by County; that the nature and amount of such damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Tri-City breach. Therefore, in the event of Tri-City's failure to submit an Annual Cost Report(s) by the due date specified in this Subparagraph (4), County may, in its sole discretion, assess liquidated damages in the amount of ONE HUNDRED DOLLARS (\$100) for each day that the Annual Cost Report(s) is (are) not submitted.

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 day following the expiration or termination date of this Contract and shall continue until the outstanding Annual Cost Report(s) is(are) received.

iii Upon written request from County for payment, Tri-City shall submit payment to the County for said damages within 30 calendar days.

iv Tri-City may ask that liquidated damages not be assessed by sending a written request for an extension to submit the Annual Cost Report to the Director no later than 30 calendar days prior to the due date specified in this Subparagraph (4). The decision to grant an extension without assessing liquidated damages shall be at the sole discretion of the Director.

(5) Each such Annual Cost Report shall be prepared by Tri-City 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 Reporting System (CFRS) Instruction Manual, and any other written guidelines that are provided to Tri-City at the Cost Report training. The training will be conducted by County prior to the Annual Cost Report submission deadline.

(a) Attendance by Tri-City at the County's Cost Report Training is mandatory. The Cost Report training may be live or via video conference as determined by DMH. It is the responsibility of Tri-City to have the necessary infrastructure to participate.

(b) Tri-City must participate for the entire duration of the training, unless otherwise permitted by County, in order to meet the attendance requirement.

(c) County may, in its sole discretion, assess liquidated damages in the amount of ONE HUNDRED DOLLARS (\$100) for Tri-City's non-attendance at the Cost Report training.

(6) Upon written notification from the Director that Tri-City's Annual Cost Report contains errors or inaccuracies, Tri-City shall, within 15 calendar days, correct such errors and/or inaccuracies and resubmit its Annual Cost Report. In the event that Tri-City disagrees with County's determination that an error or inaccuracy exists, it may so inform County in writing and need not correct the Annual Cost Report. County will so inform the State and allow the State to determine whether to make an adjustment on audit. If Tri-City fails to correct inaccuracies in Annual Cost Report within 30 calendar days after receipt of written notification from the Director or his designee and said inaccuracies result in the loss of reimbursement to Tri-City for claimable amounts that were disbursed to Tri-City, Tri-City must return to the County the amount of the loss of

reimbursement that County could have claimed on behalf of Tri-City if the inaccuracy was corrected by Tri-City.

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

K. INTENTIONALLY OMITTED

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

(1) Tri-City is required to participate in the SD/MC Units Of Service (UOS) reconciliation and DHCS SD/MC Cost Report Settlement process. To the extent that DHCS issues a settlement amount to County, County will issue a subsequent settlement to Tri-City.

(2) Such SD/MC UOS reconciliation and associated settlement will be subject to the terms and conditions of this Contract and any other applicable State and/or federal statutes, regulations, policies, procedures, and/or other requirements pertaining to cost reporting and settlements for Title XIX SD/MC and/or Title XXI MCHIP.

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

(a) As part of its SD/MC Cost Report Settlement process, County shall identify any amounts due to Tri-City by the County or due from Tri-City to the County.

(b) Upon issuance of the County's SD/MC Cost Report Settlement amounts, Tri-City may, within 30 calendar days, submit a written request to Director for review of the SD/MC Cost Report Settlement results.

i Upon receipt by County of Tri-City's written request, County shall, within 30 calendar days, meet with Tri-City to review the SD/MC Cost Report Settlement amounts and to consider any documentation or information presented by Tri-City. Tri-City may waive such meeting and elect to proceed based on written submission at its sole discretion.

ii Within 30 calendar days of the meeting specified in Subparagraph (i) above, County shall issue a response to Tri-City that confirms or adjusts any amounts due to Tri-City by County or due from Tri-City to County..

(4) In the event that the SD/MC Cost Report Settlement indicates that Tri-City is due payment from County , County shall initiate the payment process to Contractor within 30 calendar days following the expiration of the date to request a review as specified above in Subparagraph (3) (b) of this Paragraph L (SPECIALTY MENTAL HEALTH SERVICES SHORT-DOYLE/MEDI-CAL UNITS OF SERVICE RECONCILIATION AND COST REPORT SETTLEMENT) or issuance of the County response as specified above in Subparagraph (3) (b) ii of this Paragraph L (SPECIALTY MENTAL HEALTH SERVICES SHORT-DOYLE/MEDI-CAL UNITS OF SERVICE RECONCILIATION AND COST REPORT SETTLEMENT), whichever is later.

(5) In the event that the SMHS Cost Report Settlement indicates that Tri-City owes payments to the County, Tri-City shall make payments to the County in accordance with the terms of Paragraph N (PAYMENTS BY CONTRACTOR TO COUNTY).

M. AUDIT, AUDIT APPEAL AND ASSOCIATED SHORT-DOYLE/MEDI-CAL SETTLEMENT

(1) At any time during the term of this Contract or after the expiration or termination of this Contract, in accordance with State and federal law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Tri-City regarding the Title XIX SD/MC and/or Title XXI MCHIP mental health services provided hereunder.

(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: At the conclusion of its Audit process, DHCS will issue a Report on the Cost Report Review (Audit Report) and initiate a corresponding settlement action.

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

(b) If the audit findings result in an amount due to County by Tri-City, Tri-City shall make payment to the County in accordance with the term of Paragraph N (PAYMENTS BY CONTRACTOR TO COUNTY).

(c) County shall follow all applicable federal, State, and County laws, regulations manuals, guidelines and directives in recovering any over-payments from Tri-City.

(d) If the audit findings result in an amount due to Tri-City by the County, County shall initiate the payment process to Tri-City within 30 days of receiving the Audit Report settlement from DHCS or if applicable, within 30 days of receiving Board authorization.

(e) To the extent DHCS defers its collection of any amounts due from or payable to the County, County will also defer corresponding settlement action to Tri-City until such time DHCS initiates its settlement action with County.

(4) SD/MC Audit Appeals: Tri-City may appeal any such audit findings in accordance with the audit appeal process established by DHCS.

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

(b) Tri-City may appeal DHCS audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations (CCR). Such appeals must be filed through County. County shall notify Tri-City of State appeal deadlines after County's receipt of information from State.

(5) Post-Audit SD/MC Appeal Settlement:

(a) If DHCS recalculates the Audit Report settlement and issues a revised Audit Report due to the resolution of appealed issues, County will revise its settlement accordingly.

i. If the Post-Audit Appeal, revised Audit Report results in amounts due from County to Tri-City, County shall initiate the payment process to Tri-City within 30 days of receiving the revised Audit Report settlement payment from DHCS or if applicable, within 30 days of receiving Board authorization.

ii. If the Post-Audit Appeal, revised Audit Report results in amounts due from Tri-City to County, Tri-City shall make payments to County in accordance with the terms of Paragraph N (PAYMENTS BY CONTRACTOR TO COUNTY).

iii. To the extent DHCS defers its collection of any amounts due from or payable to the County, County will also defer corresponding

settlement actions to the Tri-City until such time DHCS initiates its settlement action with County.

(6) Notwithstanding any other provisions of this Contract, if Tri-City appeals any findings in the State audit report, the appeal shall not prevent the County from recovering from Tri-City any amount owed by Tri-City that the State has recovered from County.

(7) Other State Audits: Tri-City must notify the County of any State Audits in conformance with the provisions of Section 1810.380 of Title 9 of the CCR or such other form of appeal specified by the State in its report of audit findings or settlement or as required in any other regulation governing such appeals which may, in the future, be promulgated by the State.

(8) County Audits:

(a) Should the auditing party be the County, Tri-City will have 30 calendar days from the date of the audit report within which to file an appeal with County. The letter providing Tri-City with notice of the audit findings shall indicate the persons and address to which the appeal should be directed. County shall consider all information presented by Tri-City with its appeal, and will issue its decision on the appeal after such consideration. Such decision is final. County will issue a written notification of the amount due within 30 calendar days of the appeal decision. Tri-City shall make payment to the County as instructed in the written notification of the amount due.

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

N. PAYMENTS BY CONTRACTOR TO COUNTY

(1) Within ten (10) business days after written notification by County to Tri-City of any amount due by Tri-City to County on behalf of the State Tri-City will notify County as to which of the following five payment options Tri-City requests be used as the method by which such amount shall be recovered by County on behalf of the State. Any such amount shall be:

(a) Paid in one cash payment by Tri-City to County on behalf of

the State;

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

(c) Deducted from any amounts due from County to Tri-City whether under this Contract or otherwise;

(d) Paid by cash payment(s) by Tri-City to County on behalf of the State over a period not to exceed three (3) months; or

(e) A combination of any or all of the above.

(2) If Tri-City does not so notify County within such ten (10) days, or if Tri-City fails to make payment of any such amount to County acting on behalf of the State as required, then Director, in his sole discretion, shall determine which of the above payment options shall be used for recovery of such amount from Tri-City. To the extent that Tri-City must provide data to satisfy network adequacy requirements of the County amounts to be withheld until and unless Tri-City provides the necessary data regarding network adequacy.

O. INTEREST CHARGES ON DELINQUENT PAYMENTS: If Tri-City, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under this Contract within sixty (60) calendar days after the due date, then Director, in his sole discretion and after written notice to Tri-City, may assess interest charges at a rate equal to County's Treasury Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first (61st) calendar day after the due date. Tri-City shall have an opportunity to present to Director information bearing on the issue of whether there is a good cause justification for Tri-City's failure to pay County within 60 calendar days after the due date. The interest charges shall be: (1) paid by Tri-City to County by cash payment upon demand and/or (2) at the sole discretion of Director or his designee, deducted from any amounts due from County to Tri-City whether under this Contract or otherwise.

P. FINANCIAL SOLVENCY: Contractor shall maintain adequate provisions against the risk of insolvency. Such provisions shall minimally meet the solvency/working capital criteria specified in DMH Policy, *Financial Responsibility Requirements for Existing DMH Contractors*.

Q. LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, County shall not be obligated for Tri-City's performance hereunder or by any provision of this Contract during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such fiscal year. So long as Tri-City has adequate amounts to qualify as the local match for non-ESPDT services, or for ESPDT services within the baselines and any associated growth amount, or sufficient 2011 Realignment/Behavioral Health funds exist to act as local match, County agrees that the Board of Supervisors will appropriate sufficient amounts to allow Tri-City to receive the FFP and 2011 Realignment/Behavioral Health funds for services it provided.

R. CONTRACTOR REQUESTED CHANGES:

(1) If Tri-City desires any change in the terms and conditions of this Contract, Tri-City shall request such change in writing prior to March 1 of the Fiscal Year for which the change would be applicable, except as otherwise provided in Paragraph U (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B) or unless otherwise agreed to by County and Tri-City

(a) All changes shall be made by an amendment pursuant to DMH Legal Entity Contract Paragraph 8.1 (Amendments).

(b) All changes shall be followed by a Mid-Year Change to the last approved Service Delivery Plan, to be submitted by the Tri-City which must be approved by the Director as specified in DMH Notice, *Service Delivery Plan Submission Procedures*.

S. DELEGATED AUTHORITY:

(1) Notwithstanding any other provision of this Contract, County's Department of Mental Health Director may, without further action by County's Board of Supervisors, prepare and sign amendments to this Contract during the remaining term of this Contract under the following conditions.

(a) County's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract; and

(b) Approval of County Counsel or the designee is obtained prior to any such amendment to this Contract; and

(c) Director shall notify County's Board of Supervisors of all Contract changes in writing within 30 calendar days following execution of any such amendment(s).

(2) County and Tri-City may by written amendment reduce programs or services. The Director or his designee shall provide 15 business days prior written notice of such funding changes to Tri-City, including any changes in the amount of services to be received by County, to Tri-City, DMH Contracts Development and Administration Division, and to County's Chief Executive Officer.

T. PUBLIC ENTITY STATUS: The provisions of this Financial Exhibit A assume that Tri-City is considered a public entity under federal Medicaid rules, and is capable of certifying a public expenditure, with or without additional certification by the State Controller. If County, in good faith, determines that Tri-City no longer qualifies as a public entity under federal Medicaid rules, then all payments under this Contract for services rendered on or after the date Tri-City ceased being a public entity shall stop. Prior to making such determination, County shall consult with Tri-City so long as Tri-City makes itself available for such discussion within five (5) business days of a request for such conference by County. Tri-City and County, working with the State, shall make good faith efforts to enter into a new arrangement which will permit realignment funds assigned by statute to Tri-City to act as the local match for Medicaid/Medi-Cal mental health services to the residents of La Verne, Claremont, and Pomona provided by Tri-City. Tri-City acknowledges and agrees that County has no obligation to pay for services provided by Tri-City after it ceases to be a public entity under federal Medicaid rules unless a new arrangement, memorialized in a formally approved amendment or new contract between the parties exists, and that, if Tri-City continues to provide services to Medi-Cal beneficiaries, it does so at its own risk. Notwithstanding the above, Tri-City may continue to submit claims, and County may continue to make payments to Tri-City for services which do not rely on Tri-City's expenditure as the basis for the claim for FFP, if and only if County, in its sole discretion, notifies Tri-City that it will accept such claims and make such payment.

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

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

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

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

CERTIFICATION FOR SERVICES RENDERED:

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

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

Date: _____ Signature: _____
Local Mental Health Director

Executed at: _____, California

CERTIFICATION FOR ACTUAL EXPENDITURES MADE BY COUNTY:

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

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

Title: _____ Executed at: _____, California

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

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: Tri-City Mental Health Center

Legal Entity Number: 00066

Claims for services/activities with dates of services: July 1, 2020 through June 30, 2021.

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of the mental health services in and for said claimant; that the amounts for which reimbursement will be claimed for Medi-Cal and Medicaid Children's Health Insurance Program (MCHIP) services to be rendered during the above indicated fiscal year and to be claimed to the County of Los Angeles Department of Mental Health will be in accordance with the terms and conditions of the Legal Entity Contract; and that to the best of my knowledge and belief each claim will be in all respects true, correct, and in accordance with State and federal law and regulation. I agree and 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. I agree and shall certify under penalty of perjury that no services will be submitted for the contractor nor any of its staff members who is restricted, excluded, and/or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part. This certification covers staff members who are directly included on the claim or any staff member whose time is included on the claim, but whose identifying Name and National Provider ID are not included if they were a co-practitioner in the service. This 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 Contract 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 Contract with County, the local share of payment for Short-Doyle/Medi-Cal and/or MCHIP covered services to be included in the claims to be submitted to County during the above referenced period in order to satisfy matching requirements for federal financial participation pursuant to the Title XIX and Title XXI of the Social Security Act.

Date: _____ Signature: _____

Executed at _____, California

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

SERVICE EXHIBIT 104-A

TARGETED CASE MANAGEMENT SERVICES

(REHABILITATION OPTION)

(MODE OF SERVICE 15)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S EEO CERTIFICATION

Tri-City Mental Health Center

Contractor Name

1717 N. Indian Hill Blvd, Suite B, Claremont, CA 91711

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Antonette Navarro, Executive Director

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: Tri-City Mental Health Center

CONTRACT NO: MH

DIRECTOR OF MENTAL HEALTH:

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

Title: Director

Address: 550 S. Vermont Avenue

Los Angeles, CA., 90020

Telephone: (213) 738-4601

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

COUNTY MONITORING MANAGER:

Name: Terri Boykins, L.C.S.W.

Title: Deputy Director

Address: 550 S. Vermont Avenue, 4th Floor

Los Angeles, CA., 90020

Telephone: (213) 738-2408

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

CONTRACT LEAD:

Name: William Tanner

Title: Mental Health Program Manager III

Address: 550 S. Vermont Avenue, 4th Floor

Los Angeles, CA., 90020

Telephone: (213) 738-4644

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

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR: Tri-City Mental Health Center Contract No.: MH

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: Antonette Navarro

POSITION: Executive Director

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR Tri-City Mental Health Center Contract No.: MH

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: Antonette Navarro

POSITION: Executive Director

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 Tri-City Mental Health Center Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: Antonette Navarro

POSITION: Executive Director

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

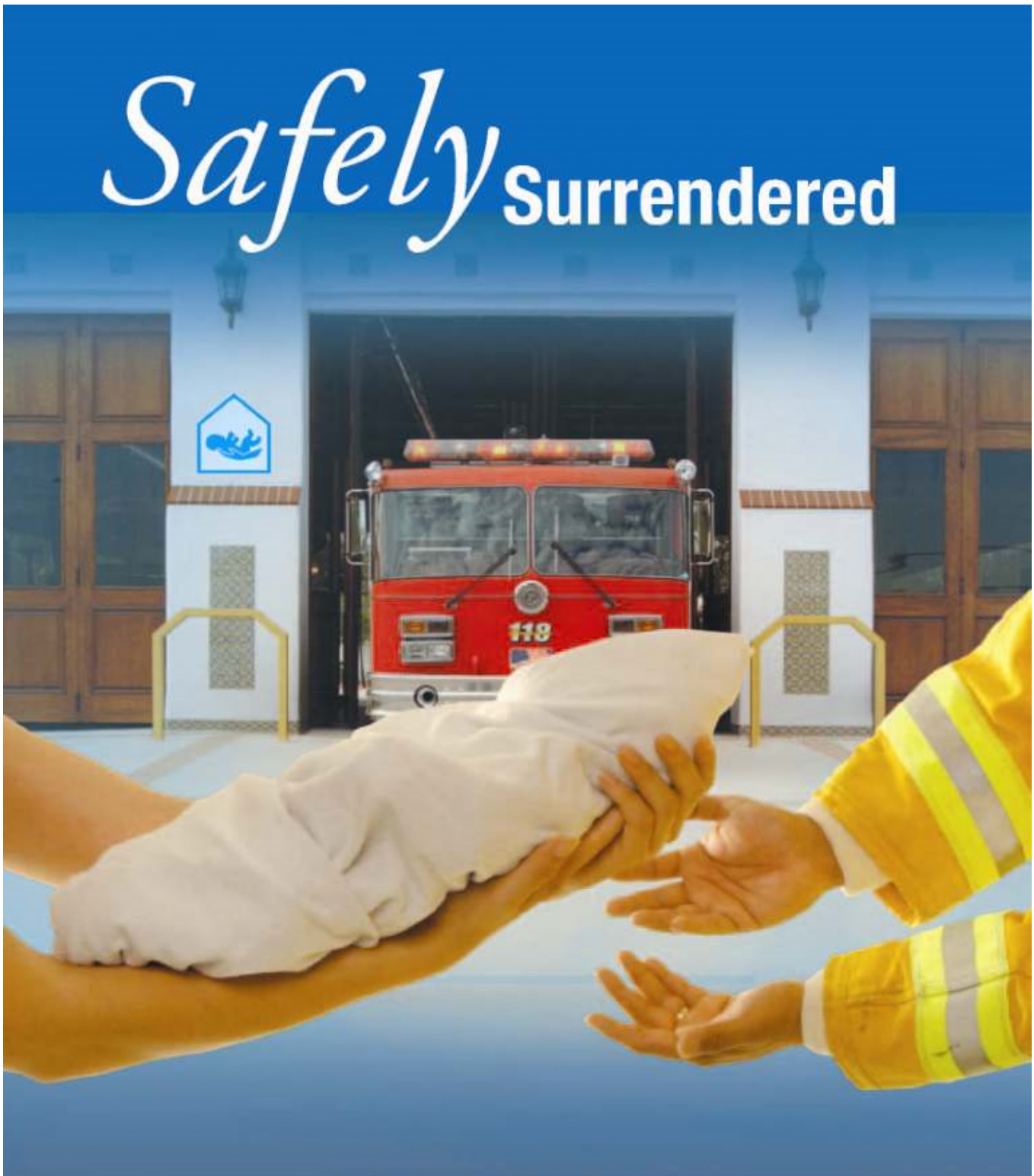
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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Safely Surrendered Baby Law

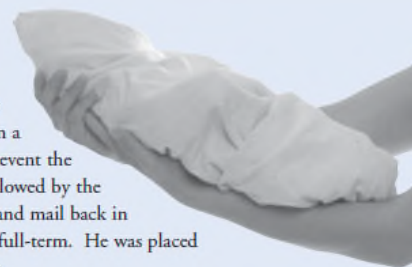
What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.



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.

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

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www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

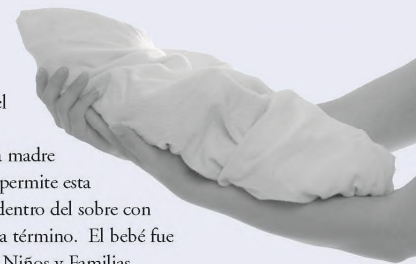
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1. **“ACA”** means the Patient Protection and Affordable Care, Public Law 111–148, comprehensive health care reform passed by Congress and then signed into law by the President on March 23, 2010;
2. **“Agents”** means third parties or organizations that contract with the Trading Partner to perform designated services in order to facilitate the electronic transfer of data. Examples of Agents include, claims clearinghouses, vendors, and billing services;
3. **“Board of Supervisors” (“Board”)** means the Board of Supervisors of the County of Los Angeles acting as governing body;
4. **“Cal MediConnect”** means the Centers for Medicare & Medicaid Services (CMS) and the State of California's three-year demonstration project to promote coordinated health care delivery to seniors and people with disabilities who are dually eligible for both of the State Medi-Cal program and the federal Medicare program;
5. **“CalWORKs”** means California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both federal and State funds;
6. **“Cash Flow Advance”** means County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor's rendering and billing of eligible services/activities;
7. **“CCR”** means the California Code of Regulations;
8. **“CDSS”** means California Department of Social Services;
9. **“CGF”** means County General Funds;
10. **“Confidential Information”** means the information relating to specific Individuals which is exchanged by and between DMH, the Trading Partner, and/or the Agents for various business purposes, but which is protected from disclosure to unauthorized persons or entities by The Privacy Act of 1974, The Administrative Simplification Provisions of the federal Health Insurance Portability and Accountability Act and regulations promulgated there under (“HIPAA”). The Insurance Information and Privacy Protections Act, or other applicable state and federal statutes and regulations, which shall hereinafter be collectively referred to as “Privacy Statutes and Regulations”;

11. **“Contract”** means this contract executed between County and Contractor. Included are all supplemental contracts amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work;
12. **“Contractor”** means the person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an contract with the County to perform or execute the work covered by this contract;
13. **“Contractor Project Manager”** means the person designated by the Contractor to administer the Contract operations under this Contract;
14. **“Cost Reimbursement”** or **“CR”** means the arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Contract, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services;
15. **“County”** means the Board of Supervisors of the County of Los Angeles acting as governing body.
16. **“County Contract Project Monitor”** means person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor;
17. **“County Project Manager”** means person designated by County’s Project Director to manage the operations under this contract;
18. **“County Project Director”** means person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County’s Project Manager;
19. **“County’s Claims Processing Information System”** means the current system employed by the Department of Mental Health to submit and process claims;
20. **“Countywide Maximum Allowances”** or **“CMA”** means County established maximum reimbursement rates for specialty mental health services provided by the Los Angeles County Department of Mental Health Legal Entity Contractors;
21. **“CPT”** means Physicians’ Current Procedural Terminology as referenced in the American Medical Association standard edition publication;
22. **“Covered Individuals”** means individual persons who are eligible for payment of certain services or prescriptions rendered or sold to them under the terms, conditions, limitations and exclusions of a health benefit program administered by DMH or by some other Payor;
23. **“Data”** means a formalized representation of specific facts or concepts suitable for

communication, interpretation, or processing by people or by automatic means;

24. **“Data Log”** means a complete written summary of Data and Data Transmissions exchanged between the Parties over the period of time this Agreement is in effect and, including, without limitation, sender and receiver information, the date and time of transmission and the general nature of the transmission;
25. **“Data Transmission”** means the automated transfer or exchange of data between Trading Partners or their agents, by means of their Systems which are compatible for that purpose, pursuant to the terms and conditions set forth in this Agreement;
26. **“Data Universal Numbering System”** or **“DUNS”** means a unique nine-digit identification number assigned by Dun & Bradstreet (D&B) to a Trading Partner or Agent for the purpose of identifying a business entity. The DUNS can be requested at: <http://fedgov.dnb.com/webform>;
27. **“Day(s)”** means calendar day(s) unless otherwise specified;
28. **“DCFS”** means County Department of Children and Family Services;
29. **“DHCS”** means California Department of Health Care Services;
30. **“Digital Key Certificate”** means software that resides on Trading Partner’s workstation or server assigned to the Trading Partner by DMH for the purpose of successfully executing Data Transmissions or otherwise carrying out the express terms of this Agreement;
31. **“Director”** means County’s Director of Mental Health or his authorized designee;
32. **“DMH”** means County’s Department of Mental Health;
33. **“DPSS”** means County’s Department of Public Social Services;
34. **“Electronic Data Interchange”** or **“EDI”** means the automated exchange of business data from application to application in an ANSI approved or other mutually agreed format;
35. **“Electronic Remittance Advice”** or **“ERA”** means a transaction containing information pertaining to the disposition of a specific claim field with DMH by Providers for payment of services rendered to an Individual;
36. **“EOB”** means **‘Explanation of Balance’** for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and **‘Explanation of Benefits’** for Medicare which is the Federal designated Fiscal Intermediary’s adjudicated Medicare claim data;
37. **“Envelope”** means a control structure in a mutually agreed format for the electronic interchange of one or more encoded Data Transmissions either sent or

received by the Parties to this Agreement;

38. **“EPSDT”** means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program;
39. **“FFP”** means Federal Financial Participation for Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
40. **“Fiscal Intermediary”** means County acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities;
41. **“Fiscal Year”** means the twelve (12) month period beginning July 1st and ending the following June 30th;
42. **“Funded Program”** means a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). The Funded Program Amount is the basis for the provisional payment to the Contractor per Paragraph E of the Financial Exhibit A of the LAC-DMH LE Contract. A Funded Program is made up of one or more Subprograms;
43. **“Gross Program Budget”** is the sum total of the Net Program Budget and all “Third Party Revenues” shown in the Financial Summary;
44. **“GROW”** means General Relief Opportunities for Work;
45. **“HITECH”** means The Health Information Technology for Economic and Clinical Health Act. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules;
46. **“HIPAA”** means Health Insurance and Portability Act. HIPAA Privacy Rule provides federal protections for personal health information held by covered entities (or a Business Associate of a “Covered Entity”) and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important purposes;
47. **“IMD”** means Institutions for Mental Disease and includes hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services;

48. **“Individual”** means an individual person(s) whose claims for payment of services may be eligible to be paid, under the terms of the applicable federal, state or local governmental program for which DMH processes or administers claims. It is acknowledged and agreed between the Parties that claim payments for purposes of this Agreement will be made directly to Providers on behalf of such Individuals;
49. **“Legal Entity”** means a provider of mental health services as is described in Title 9 CCR section 1840.100;
50. **“Lost” or “Indecipherable Transmission”** means a Data Transmission which is never received by or cannot be processed to completion by the receiving Party in the format or composition received because it is garbled or incomplete, regardless of how or why the message was rendered garbled or incomplete;
51. **“Master Agreement List”** means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County’s Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the RFSQ, and who have an executed Master Agreement;
52. **“Maximum Contract Amount”** is the sum total of all “Allocations” shown in the Financial Summary; except that the “Maximum Contract Amount” shall not include “Third Party Revenue” shown in the Financial Summary;
53. **“Medicaid Expansion under ACA in California”** means expansion of Medi-Cal eligibility to additional low-income adults;
54. **“Mental Health Services Act” (“MHSA”)** means the initiative originally adopted by the California electorate on November 2, 2004, and as subsequently amended, which creates a new permanent revenue source, administered by the State, for the transformation and expanded delivery of mental health services provided by State and County agencies and which requires the development of integrated plans for prevention, innovation, and system of care services;
55. **“MHRC”** means Mental Health Rehabilitation Centers certified by the DHCS;
56. **“Organizational Provider’s Manual”** is the Los Angeles County DMH Organizational Provider’s Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services;
57. **“PATH”** means Projects for Assistance in Transition from Homelessness Federal grant funds;
58. **“Payee National Provider Identifier” or “NPI”** means the National Provider Identifier that is specific to the Legal Entity, FFS Group, or FFS Organization. Solo practitioners will enter their individual NPI number in this field;
59. **“Payor”** means A business organization that provides benefit payments on

behalf of Covered Individuals eligible for payment for certain services to Covered Individuals;

60. **“PHF”** means a Psychiatric Health Facility. A Psychiatric Health Facility is a health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons; such care includes the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings;
61. **“PHI”** means Protected Health Information. PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations;
62. **“PII”** means Personally Identifiable Information. Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.);
63. **“Provider”** means hospitals, clinics or persons duly licensed or certified to provide mental health services to Covered Individuals of Los Angeles County;
64. **“Request for Services” (“RFS”)** is a second solicitation process to Contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed;
65. **“Request for Statement of Qualifications” (“RFSQ”)** means a solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;
66. **“SAMHSA”** means Substance Abuse and Mental Health Services Administration Federal block grant funds;
67. **“Secure Identification Cards”** means the cards assigned to the Trading Partner or Agent by DMH for allowing the Trading Partner to transfer files electronically to DMH;
68. **“Sensitive Position”** means, per Resolution of the Board of Supervisors of the County, any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of the County or perform those services pursuant to contract;

69. **“Service Exhibit” (SE)** means the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services;
70. **“SDMH”** means State Department of Mental Health; – Assembly Bill 102, signed by Governor Brown on June 28, 2011, directs the transfer of Medi-Cal related mental health services to DHCS therefor any reference to SDMH in Contract should mean DHCS; unless otherwise specifically stated to mean “SDMH”;
71. **“SFC”** means Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity;
72. **“SNF-STP”** mean Skilled Nursing Facility licensed by the DHCS, with an added Special Treatment Program certified by the California Department of Public Health;
73. **“Source Documents”** means documents containing Data which is or may be required as part of Data Transmission with respect to a claim for payment for mental health services rendered to an eligible Individual. Examples of Data contained within a specific Source Document include, without limitation, the following: Individual’s name and identification number, claim number, diagnosis code for the service rendered, dates of service, procedure code, applicable charges, the Provider’s name and/or provider number;
74. **“State”** means the State of California;
75. **“Statement of Qualifications” (“SOQ”)** means a contractor’s response to an RFSQ;
76. **“Statement of Work” (“SOW”)** means the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services;
77. **“Subcontract”** means a contract by the contractor to employ a subcontractor to provide services to fulfill this contract;
78. **“Subcontractor”** means any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials, to contractor in furtherance of contractor’s performance of this contract, at any tier, under oral or written contract;
79. **“Submitter ID Number”** means a unique number assigned by DMH to the Trading Partner or Agent for the purpose of identifying the Trading Partner for Data Transmissions;
80. **“Subprogram”** means a set of services for a specific purpose. The Subprogram Amounts are allocated and/or awarded based on Contractors’ areas of expertise and their ability to provide specific services and/or serve specific populations. The

Subprogram Amounts will be used to monitor the provision of mental health services within the Funded Program and will not be used at cost settlement;

81. **“System”** means the equipment and software necessary for a successful electronic Data Transmission;
82. **“Title IV”** means Title IV of the Social Security Act, 42 United States Code Section 601et seq.;
83. **“Title XIX”** means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;
84. **“Title XXI”** means Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.;
85. **“Trading Partner”** means a Provider who has entered into this Agreement with DMH in order to satisfy all or part of its obligations under a Legal Entity Agreement or Network Provider Agreement by means of EDI;
86. **“UMDAP”** means DHCS's Uniform Method of Determining Ability to Pay;
87. **“WIC”** means the California Welfare and Institutions Code; and
88. **“Work Order”** means a document, which includes a Statement of Work, requesting Bids for specific services from a pre-qualified pool of Contractors that have Master Agreements. An executed Work Order becomes part of the Master Agreement.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Legal Entity Contract Paragraph 9.11 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

I further certify as the official responsible for the administration of – Tri-City Mental Health Center (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) Antonette Navarro
Please print name

Signature of authorized official _____ Date _____

REQUIRED SUPPLEMENTAL DOCUMENTS

In accordance with the Contract, the Contractor must submit required supplemental documents within certain timelines, as instructed below, to DMH's Contracts Development and Administration Division at 550 S. Vermont Ave., 5th Floor, Los Angeles, CA 90020.

INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

For Renewed Contracts: All the documents listed below must be submitted ***at the time of execution of the Contract, but no later than ten (10) business days after the effective date of the Contract.*** Documents must be submitted in a one-subject binder in sequence as listed below. If Contractor does not submit the documents within the time period described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be addressed to the DMH lead Program Manager overseeing the Contract.

For Amended Contracts: With the exception of the Financial Statements, the documents listed below must be resubmitted ***if and when updates or revisions are made to such documents*** at any point during the term of the Contract. However, the following documents must be submitted ***annually*** during the term of the Contract, ***and further resubmitted at any point that updates or revisions are made to such documents:*** Financial Statements, Indemnification and Insurance, Contractor Acknowledgement and Confidentiality Agreements, Contractor's Compliance with Encryption Requirements, and the Confidentiality Oath. If Contractor does not submit any documents within the time periods described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be addressed to the DMH lead Program Manager overseeing the Contract.

1. Corporation Documents

- a. **List of Authorized Persons:** Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization;
- b. **Articles of Incorporation and Corporate Seal:** Articles of Incorporation with the imprint/copy of the Corporate Seal (if the organization is a corporation) affixed to the copy of the Articles of Incorporation. The Corporate Seal must read the same as the organization's name. If there is any difference between the Corporate Seal and the organization's name as used in the Service Delivery Plan, an explanation must be provided; and
- c. **By-Laws and Amendments to By-Laws**

2. **Organizational Chart** – Current/proposed organizational chart that shows all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.

3. **Financial Statements** – Current financial statements, as required by DMH’s Policy No. 813.04 (Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health). This DMH Policy can be accessed in its entirety at the following website: http://lacdmh.lacounty.gov/ContractorsPolicies/Documents/800/813_04.pdf
4. **Subcontracts List** – List of all subcontractors. Contractors must have *prior written approval* from DMH in order to enter a particular subcontract.

The documents listed below shall be made available ***within three (3) business days should DMH or its representative request the documents:***

5. **Rent and Lease Agreements** – Rent and lease agreements specifying all Terms and Conditions, including term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.
6. **Fully Executed Contracts** – Fully executed contracts (e.g., consultants, professional services, etc.).
7. **Equipment Leases** – Equipment leases for equipment, including automobiles, photocopiers, etc.
8. **Maintenance Agreements** – Maintenance agreements for equipment and other items.

PERFORMANCE STANDARDS AND OUTCOME MEASURES EXHIBIT

CONTRACTOR Tri-City Mental Health Center

Legal Entity Number:00066

Pursuant to Paragraph 8.15 COUNTY'S QUALITY ASSURANCE PLAN Contractor shall be subject to the following standards and outcomes that have been checked in the last column titled "Required Outcome" and which will be used by County as part of the determination of the effectiveness of services delivered by Contractor. Also, as stated in Paragraph 3.0, Contractor may be subjected to other specific performance outcomes that are required for Mental Health Service Act (MHSA) programs. MHSA performance outcomes are separately identified from this Attachment M and are instead provided in the respective MHSA service exhibits that are part of this Legal Entity Contract, if applicable.

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

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

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

² YSS s - Youth Services Survey for Youth.

³ YSS-F -Youth Services Survey for Families.



BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health

Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received

by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement,

Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected

Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.
- 4.3 Business Associate shall be responsible for the provision of an annual mandatory information security and privacy training, for all staff that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).

4.3.1 Business Associate shall monitor, track, document (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) and make available upon request by the federal, State and/or County government the annual information security and privacy training provided to Business Associate's workforce members, including clerical, administrative/management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County.

4.4 Business Associate shall ensure that all workforce members, including clerical, administrative, management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access sensitive content such as Protected Health Information. The statement must be renewed annually.

4.5 Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Business Associate's security and privacy policies and procedures, including termination of employment where appropriate.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 7. ACCESS TO PROTECTED HEALTH INFORMATION**
- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1 and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

10.3 Business Associate must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the requirements stated in this Exhibit, Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate must attest that it has implemented adequate controls to meet the expected baseline set forth in Exhibit Q, Information Security Contract/Agreement Requirements, at the

commencement and during the renewal of this agreement with the County. The completed Exhibit R, LACDMH Contractor /Business Associate's Compliance with Information Security Requirements questionnaire must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement. Business Associate must be prepared to provide supporting evidence upon request.

- 10.4 During the term of the agreement, Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Business Associate may be asked to re-submit the Exhibit R to document the change.
- 10.5 Business Associate must ensure that prior to their access, the workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County acknowledge and sign the County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources, Exhibit S to this agreement. Business Associate must maintain and make available upon request by the federal, State and/or County government.
- 10.6 Business Associate must ensure that prior to their access, the workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County acknowledge and sign the Confidentiality Oath (Non-LAC-DMH Workforce Members), Exhibit T to this agreement. Business Associate must maintain and make available upon request by the federal, State and/or County government.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the

Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to

Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's

performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other

services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

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COUNTY OF LOS ANGELES

By

_____	_____
(Authorized Signatory Name)	(Authorized Signatory Title)
_____	_____
(Authorized Signatory Signature)	(Date)

BUSINESS ASSOCIATE

By

<u>Antonette Navarro</u>	<u>Executive Director</u>
(Authorized Signatory Name)	(Authorized Signatory Title)
_____	_____
(Authorized Signatory Signature)	(Date)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Tri-City Mental Health Center

Company Name

1717 North Indian Hill Blvd., Suite B, Claremont, CA 91711

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

Antonette Navarro, Executive Director

Name and Title of Signer (please print)



**Los Angeles County Department of Mental Health
OWNERSHIP/CONTROLLING INTEREST DISCLOSURE**

Completion of this form is mandated by the Centers for Medicare and Medicaid Services, Department of Health and Human Services and applicable regulation as found at 42 CFR 455.101 and 42. CFR 455.104. Disclosure must be made at the time of enrollment or contracting with Los Angeles County Department of Mental Health, at the time of survey, or within 35 days of a written request from Los Angeles County Department of Mental Health. It is the provider's responsibility to ensure all information is accurate and to report any changes as required by law by completing a new Ownership/Controlling Interest Disclosure form. Please add additional disclosures on the back of form.

Part 1. Applicant/Vendor Information

Name of Entity (Legal name as it appears on tax identification form)		Provider # (if currently enrolled in CA Medicaid)		NPI Number	
Doing Business As		Street Address	City		State
Telephone Number		Fax Number		E-mail Address	
Zip Code					

Part 2. Ownership, indirect ownership, and managing employee interests

If Non-Profit Organization, Please check this Box

Does any person have an ownership or controlling interest of 5% or more in the entity?

NO (If No, please sign below) YES (If yes, please completed A, B, C, D and sign below)

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. Add additional disclosures on back of form.

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

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Add additional disclosures on back of form.

No Yes (If yes, please complete below)

Name	Add Name	Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Add additional disclosures on back of form.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Add additional disclosures on back of form.

No (if No, please sign below) Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

_____ Executive Director _____
 Signature of Provider/Authorized Representative/Agent Title Date
 (Stamped signatures NOT accepted)

_____ Antonette Navarro _____
 Print Name Telephone Number



ADDENDUM
Los Angeles County Department of Mental Health
OWNERSHIP/CONTROLLING INTEREST DISCLOSURE

ADDENDUM INFORMATION FOR ADDITIONAL OWNERSHIP/CONTROLLING DISCLOSURE

OWNERSHIP, INDIRECT OWNERSHIP, AND MANAGING EMPLOYEE INTEREST

PLEASE COMPLETE A, B, C, D AND SIGN BELOW

Continued from Page 1.

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more.

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

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Continued from Page 1.

No Yes (If yes, please complete below)

Name	Add Name	Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Continued from Page 1.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Continued from Page 1.

No (if No, please sign below) Yes (if yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

Signature of Provider/Authorized Representative/Agent
(Stamped signatures NOT accepted)

Executive Director

Date

Print Name

Telephone Number



INFORMATION SECURITY CONTRACT/AGREEMENT REQUIREMENTS

This Exhibit sets forth information security requirements and procedures to be established by Contractor/Business Associate before the effective date of the Contract/Agreement and maintained throughout the term of the Contract/Agreement. These requirements and procedures are a minimum standard and are in addition to the requirements of the Contract/Agreement and any other Arrangements between the parties. However, it is Contractor/Business Associate's sole obligation to: (i) implement appropriate measures to secure its systems and all Information (as defined by County Board of Supervisors Policy 6.104), 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 requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of the Contract/Agreement by Contractor/Business Associate, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract/Agreement, to immediately terminate the Contract/Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Contract/Agreement.

1. NON-EXCLUSIVE EQUITABLE REMEDY

Contractor/Business Associate acknowledges and agrees that due to the unique nature of County Non Public Information (NPI) there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to County, and therefore, that upon any such breach, 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 Section 5 (Confidentiality) shall constitute a material breach of this Contract/Agreement and be grounds for immediate termination of this Contract/Agreement in the exclusive discretion of the County.

2. INFORMATION SECURITY PROGRAM

Contractor/Business Associate shall establish and maintain a company-wide Information Security Program (Information Security Management System [ISMS]) designed to evaluate risks to the confidentiality, availability and integrity of the information in their possession.

Contractor/Business Associate's Information Security Program shall include the creation and maintenance of security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor/Business Associate 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/risks.

3. PROPERTY RIGHTS TO INFORMATION

All Information, as defined by County Board of Supervisors Policy 6.104 - Information Classification Policy, provided for the County or collected by Contractor/Business Associate on behalf of the County, is deemed property of the County and shall remain the property of County and County shall retain exclusive rights and ownership thereto.

The County Information shall not be used by Contractor/Business Associate for any purpose other than as required under this Contract/Agreement, nor shall such information or any part of such information be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor/Business Associate or commercially exploited or otherwise used by, or on behalf of, Contractor/Business Associate, its officers, directors, employees, or agents. Contractor/Business Associate may assert no lien on or right to withhold from County, any information it receives from, receives addressed to, or stores on behalf of, County.

Notwithstanding the foregoing, Contractor/Business Associate may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Contractor/Business Associate ; provided that no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to, County or a County, and such Information cannot be associated or matched with an identifiable profile or personally identifiable information. Contractor/Business Associate specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR/BUSINESS ASSOCIATE'S USE OF INFORMATION

Contractor/Business Associate may use the Information only as necessary to carry out its obligations under this Contract/Agreement, and for no other purpose other than observation and reporting to the County on County's usage of the Information and making recommendations for improved usage.

5. CONFIDENTIALITY

- a) **Non-public Information.** Contractor/Business Associate 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); (c) any non- public information as defined in the Gramm-Leach-Bliley Act or the California Financial Information Privacy Act, and (d) any Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential". To be deemed "Non-public Information" (NPI) as defined in Board of Supervisors Policy 6.104 – Information Classification Policy, trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b) **Nondisclosure of NPI.** NPI provided by the County either before or after Contract/Agreement award shall only be used for its intended purpose. Contractor/Business Associate and Subcontractors shall not utilize nor distribute County NPI in any form without the prior express written approval of the County.
- c) **Non-Disclosure Obligation.** While performing work under this Contract/Agreement, the Contractor/Business Associate and Subcontractors may encounter NPI such as personal information, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor/Business Associate shall not disclose or publish any information and material received or used in performance of this Contract/Agreement. This obligation is perpetual. The Contract/Agreement imposes no obligation upon the Contractor/Business Associate with respect to County NPI which the Contractor/Business Associate can establish that: a) was in the possession of, or was rightfully known by the Contractor/Business Associate without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract/Agreement; c) is obtained by the Contractor/Business Associate in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor/Business Associate without the participation of individuals who have had access to the County's or the third party's NPI. If the Contractor/Business Associate is required by law to disclose NPI the Contractor/Business Associate shall notify the County of such requirement prior to disclosure.
- d) **Personally Identifiable Information.** "Personally Identifiable Information" (PII) shall mean any information about an individual maintained by an organization or other entity, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

In connection with this Contract/Agreement and performance of the services, Contractor/Business Associate may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such PII and/or transfer it, all subject to the restrictions set forth in this Contract/Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

- e) **Treatment of County Non-public Information.** Without limiting any other warranty or obligations specified in this Contract/Agreement, and in particular the Confidentiality provisions of the Contract/Agreement, during the term of this Contract/Agreement and thereafter in perpetuity, Contractor/Business Associate will not gather, store, log, archive, use, or otherwise retain any County NPI in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any County NPI to any third-party, except as expressly required to perform its obligations under this Contract/Agreement or as Contractor/Business Associate may be expressly directed in advance in writing by County.

Contractor/Business Associate represents and warrants that Contractor/Business Associate will use and process County NPI only in compliance with (a) this Contract/Agreement, (b) County's then current information security and privacy policies, and (c) all applicable local, state, and federal laws and regulations.

- f) **Retention of County Non-public Information.** Contractor/Business Associate will not retain any County NPI for any period longer than necessary for Contractor/Business Associate to fulfill its obligations under this Contract/Agreement or required by Contractor/Business Associate's records retention policies and applicable law.
- g) **Return of County Non-public Information.** On County's written request or upon expiration or termination of this Contract/Agreement for any reason, Contractor/Business Associate will promptly return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's NPI; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract/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/Business Associate, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 5(a) of this Exhibit, and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 5(a) and (b) of this Exhibit have been delivered to County or destroyed, as requested by County.

On termination or expiration of this Contract/Agreement, County will return or destroy all Contractor/Business Associate's information marked as confidential (excluding items licensed to County hereunder or that provided to County by Contractor/Business Associate hereunder), at County's option.

6. CONTRACTOR/BUSINESS ASSOCIATE PERSONNEL

Within the limitations of law, Contractor/Business Associate shall screen and conduct background investigations on all Contractor/Business Associate personnel, Contractor/Business Associate s and third-parties as appropriate to their role, with actual or potential physical or logical access to County's NPI for potential security risks. Such background investigations, based on the individual's role and interaction with NPI, may include criminal and financial history and will be repeated on a regular basis.

Contractor/Business Associate shall require all employees and Contractor/Business Associate s to sign an appropriate written confidentiality/non- disclosure agreement.

All agreements with third-parties involving access to Contractor/Business Associate's systems and Information, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems.

Contractor/Business Associate shall supply each of its Contractor/Business Associate personnel with appropriate, ongoing training regarding information security procedures, risks, and threats.

Contractor/Business Associate shall have an established set of procedures to ensure Contractor/Business Associate personnel promptly report actual and/or suspected breaches of security.

7. STORAGE, TRANSMISSION AND DESTRUCTION OF COUNTY NON-PUBLIC INFORMATION

All County NPI shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor/Business Associate will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County's NPI in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

8. HARDWARE RETURN

Upon termination or expiration of the Contract/Agreement or at any time upon County's request, Contractor/Business Associate shall return all hardware, if any, provided by County to County.

The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County.

9. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor/Business Associate facilities that process County 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.

Contractor/Business Associate facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

10. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor/Business Associate 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-malware software and adequate back-up systems to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect information and computer media from theft and unauthorized access.

11. ACCESS CONTROL

Subject to and without limiting the requirements under Section 7 (Storage, Transmission and Destruction of Information), County's NPI: (i) may only be made available and accessible to those parties explicitly authorized under the Contract/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's Chief Information Security Officer in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier and protected using encryption technology designated by Contractor/Business Associate and approved by County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by Contractor/Business Associate at off-site facilities.

Contractor/Business Associate shall implement formal procedures to control access to County systems, services, and/or data, including, but not limited to, user account management procedures and the following controls:

- a) Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b) Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c) Applications will include access control to limit user access to information and application system functions; and
- d) All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor/Business Associate shall record, review and act upon all events in accordance with incident response policies set forth below.

In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor/Business Associate shall ensure all County NPI, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices as discussed in Section 7 (Storage, Transmission and Destruction of County Non-Public Information).

12. SECURITY INCIDENT

A "Security Incident" shall mean the successful unauthorized access, use, disclosure, or modification of County NPI or interference with system operations in an information system.

- a) Contractor/Business Associate will promptly notify, within three (3) business days after the detection, the County's Chief Information Security Officer by telephone and subsequently via written letter of any Security Incidents.

- b) The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. Contractor/Business Associate will provide a quarterly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County's Chief Information Security Officer on or before the first (1st) week of each calendar quarter (January, March, June and September). County or its third-party designee may, but is not obligated to, perform audits and security tests of Contractor/Business Associate'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 County NPI.
- c) Notwithstanding any other provisions in this Contract/Agreement, Contractor/Business Associate shall be liable for all damages, fines, corrective action and legally required notifications arising from a security incident that results in unauthorized access, modification, destruction or compromise of County Information caused by Contractor/Business Associate's weaknesses, negligence, errors, or lack of information security or privacy controls or provisions hereunder.

13. AUDIT

When not prohibited by regulation, Contractor/Business Associate will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor/Business Associate or a third party; and (2) corrective actions or modifications, if any, Contractor/Business Associate will implement in response to such audits.

During the term of this Contract/Agreement, County or a mutually agreed third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor/Business Associate's Information Security Management System (ISMS), data center, services and/or systems containing or processing County Information.

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 scope and 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 the results may be filtered to remove the specific information of other Contractor/Business Associate customers such as IP address, server names, etc.

Contractor/Business Associate 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/Business Associate agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

14. SPECIFIC SOFTWARE AS A SERVICE (SaaS) CONTRACTUAL TERMS AND CONDITIONS

- a) **License.** Subject to the terms and conditions set forth in this Contract/Agreement, including payment of the license fees by County to Contractor/Business Associate, Contractor/Business Associate hereby grants to County a non-exclusive, non-transferable worldwide license to use the service during the term of this Contract/Agreement to achieve the purposes stated herein, as well as any documentation and training materials.
- b) **Business Continuity.** In the event that Contractor/Business Associate's infrastructure or Information becomes lost, damaged or destroyed, Contractor/Business Associate shall immediately, and not longer than one (1) business day, implement the Contractor/Business Associate's Business Continuity Plan, in order to continue to provide the service. Contractor/Business Associate's obligation to reimburse the County's costs related to lost, damaged or destroyed Information shall be determined by the County.

The plan, at a minimum, shall include the services of a third-party recovery provider for which the County shall be the first in the order of recovery among Contractor/Business Associate's customers. The third-party recovery provider shall provide and assist Contractor/Business Associate in its operations, system management and technical support.

The Contractor/Business Associate shall include in its Business Continuity Plan a service offering, a distributed IT infrastructure and a mirrored critical system, Contractor/Business Associate will assist the County in providing such a system within one (1) Day of the County's notification.

In the event that the service is interrupted, the Information may be accessed and retrieved within two (2) hours at any point in time. Additionally, Contractor/Business Associate shall store a backup of all Information in an off-site "hardened" facility no less than daily, maintaining the security of Information, the security requirements of which are described herein.

- c) **Enhancements, Upgrades, Replacements and New Versions.** The Contractor/Business Associate agrees to Provide to the County, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements which the Contractor/Business Associate initiates or generates that are within the scope of the products licensed and that are made available at no charge to other Contractor/Business Associate customers.

During the term of this Contract/Agreement, the Contractor/Business Associate shall notify the County of the availability of newer versions of the software and within thirty (30) Days provide the County with this new version.

The Contractor/Business Associate shall provide any Updated Documentation in the form of new revision manuals or changed pages to current manuals consistent with the original Documentation supplied and reflecting the changes included in the new version of the software as they are made available. The Contractor/Business Associate shall also provide installation instructions, procedures and any installation program required by the Enhancement, Upgrade, Replacement or new versions.

During the Contract/Agreement term, Contractor/Business Associate shall not delete or disable a feature or functionality unless the Contractor/Business Associate provides sixty (60) Days advance notice and the County provides written consent to the deleted or disabled feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County.

- d) **Contractor/Business Associate's Use of Information.** Contractor/Business Associate may use the Information only as necessary to carry out its obligations under this Contract/Agreement, and for no other purpose other than the following:

- i) May observe and report back to the County on County's usage of the service and make recommendations for improved usage.

- e) **Disposition of Information; Back-up Information.** County retains the right to use the service to access and retrieve County content and data stored on Contractor/Business Associate's infrastructure at its sole discretion.

Contractor/Business Associate shall back up Information once in each 24-hour period.

- f) **Location of Information.** Contractor/Business Associate warrants and represents that it shall store and process County Information and content only in the continental United States and that at no time will County Information traverse the borders of the continental United States in an unencrypted manner.

- g) **Data Center Audit and Certification.** An SOC 3 audit certification shall be conducted annually and a copy of the results provided to the County both during and prior to the commencement of the Contract/Agreement. The results of the SOC 3 audit and Contractor/Business Associate's plan for addressing or resolving the audit findings shall be shared with the County within ten (10) business days of Contractor/Business Associate's receipt of the audit results. Contractor/Business Associate agrees to provide the County with the current SOC 3 audit certification upon the County's request.

At its own expense, the County shall have the right to confirm Contractor/Business Associate's infrastructure and security practices via an onsite inspection at least once a year. In lieu of an on-site audit and upon the County's request, Contractor/Business Associate shall complete an audit questionnaire regarding Contractor/Business Associate's information security program.

- h) **Services Provided by a Subcontractor.** Prior to the use of any Subcontractor for SaaS services under this Contract/Agreement, Contractor/Business Associate shall notify the County of the Subcontractor(s) that will be involved in providing any services to the County and obtain the County's written consent.

In the event that Contractor/Business Associate terminates its agreement with the Subcontractor, Contractor/Business Associate shall first allow the County to assume all of the rights and obligations of Contractor/Business Associate under the agreement and to transfer the agreement to the County, provided there shall be no changes in the services requirement. Contractor/Business Associate shall provide the County with advance written notice of its intent to terminate the Subcontractor agreement and at least thirty (30) Days to respond and indicate whether the County wishes to assume the rights and obligations under the Subcontractor agreement.

- i) **Information Import Requirements at Termination.** Within one (1) Day of notification of termination of this Contract/Agreement, the Contractor/Business Associate shall provide the County with a complete and secure copy of all County Information suitable for import into commercially available database software (e.g. MS-SQL), such as XML format, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. These files will be comprised of data contained in the Contractor/Business Associate's system. The structure of the relational database will be specific to the data and will not be representative of the proprietary Contractor/Business Associate database.
- j) **Termination Assistance Services.** During the ninety (90) Day period prior to, and or following the expiration or termination of this Contract/Agreement, in whole or in part, Contractor/Business Associate agrees to provide reasonable termination assistance services at no additional cost to the County, which may include:
 - i) Developing a plan for the orderly transition of the terminated or expired SaaS from Contractor/Business Associate to the successor;
 - ii) Providing reasonable training to County staff or the successor in the performance of the SaaS then being performed by Contractor/Business Associate;
 - iii) Using its best efforts to assist and make available to County any third-party services then being used by Contractor/Business Associate in connection with the SaaS; and
 - iv) Such other activities upon which the parties may agree.

15. CERTIFICATION

The County must receive within ten (10) business days of its request, a certification from Contractor/Business Associate (for itself and any Subcontractors) that certifies and validates compliance with the minimum standard set forth above. In addition, Contractor/Business Associate shall maintain a copy of any validation/attestation reports that its product(s) generate, and such reports shall be subject to audit in accordance with the agreement. Failure on the part of the Contractor/Business Associate to comply with any of the provisions of this Exhibit, Information Security Contract/Agreement Requirements shall constitute a material breach of this arrangement upon which the County may terminate or suspend this agreement.

16. REPORTING REQUIREMENTS FOR SIGNIFICANT CHANGES

During the term of this contract/ agreement, Contractor/Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Contractor/Business Associate may be asked to re-submit the Exhibit R to document the change.

17. COMPLIANCE

Contractor/Business Associate shall provide information about its information security practices by completing Exhibit R "LACDMH Contractor/Business Associate's Compliance with Information Security Requirements" questionnaire. By submitting, Contractor/Business Associate certifies that it will be in compliance with Los Angeles County Board of Supervisors Policies, and the expected minimum standard set forth above at the commencement of this agreement with the County and during the term of any arrangement that may be awarded pursuant to this agreement. The completed forms must be returned to DMH Information Security Officer (DISO) within ten (10) business days and approved to certify compliance.

	YES	NO	N/A		YES	NO
9 Will all endpoints accessing and/or storing County data be physically secured? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
10 Will all security incidents involving County data be promptly reported? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
11 Will all users' access be formally authorized, and users provided with unique logon IDs & complex passwords for accessing County data? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
12 Will all users' activities be monitored to ensure they are accessing the minimum information necessary to perform their assignments? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
13 Will users' access be modified once their role no longer justifies such access or access promptly suspended upon discharge/termination? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
14 Will all endpoints accessing and/or storing County data be regularly patched and updated for known vulnerabilities? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
15 Will all endpoints accessing and/or storing County data be rendered unreadable and/or unrecoverable, prior to disposition? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
16 Will Business Associate / Contractor inspect and conduct annual risk assessments on its systems involving County data to identify and mitigate weaknesses and vulnerabilities? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
17 Does the entity have policies and procedures to ensure continuity and availability of critical business processes during emergencies or disasters and ability to restore/recover data from ransomware attacks? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
18 Will Business Associate / Contractor return or destroy non-public County data upon expiration or termination of their contract? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Antonette Navarro
Authorized Signatory Name (Print)

Executive Director
Authorized Signatory Official Title

Authorized Signatory Signature

Date



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

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

ANNUAL

As a County of Los Angeles (County) Workforce Member, and as outlined in Board of Supervisors Policy [6.101](#) "Use of County Information Assets", I understand and agree:

- That I occupy a position of trust, as such I will use County Information Assets in accordance with countywide and Departmental policies, standards, and procedures including, but not limited to, Board of Supervisors Policy [9.015](#) "County Policy of Equity" (CPOE) and Board of Supervisors Policy [9.040](#) "Investigations Of Possible Criminal Activity Within County Government".
- That I am responsible for the security of information and systems to which I have access or to which I may otherwise obtain access even if such access is inadvertent or unintended. I shall maintain the confidentiality of County Information Assets (as defined in Board of Supervisors Policy [6.100](#) – Information Security Policy).
- That County Information Assets must not be used for:
 - Any unlawful purpose;
 - Any purpose detrimental to the County or its interests;
 - Personal financial gain;
 - In any way that undermines or interferes with access to or use of County Information Asset for official County purposes;
 - In any way that hinders productivity, efficiency, customer service, or interferes with other County Workforce Members performance of his/her official job duties.
- That records, files, databases, and systems contain restricted, confidential or internal use information (i.e. non-public information) as well as Public information. I may access, read or handle Non-public information to the extent required to perform my assigned duties. Although I may have access to Non-public information, I agree to not access such information unless it is necessary for the performance of my assigned duties.
- Not to divulge, publish, share, expose or otherwise make known to unauthorized persons, organization or the public any County Non-public Information. I understand that:
 - I may divulge Non-public Information to authorized County staff and managers as necessary to perform my job duties;
 - I may divulge Non-public Information to others only if specifically authorized to do so by federal, state, or local statute, regulation or court order, and with the knowledge of my supervisor or manager;
 - I may not discuss Non-public Information outside of the workplace or outside of my usual work area;
 - To consult my supervisor or manager on any questions I may have concerning whether particular information may be disclosed.
- To report any actual breach of Information Security or a situation that could potentially result in a breach, misuse or crime relating to County Information Assets whether this is on my part or on the part of another person following proper County and Departmental procedures. I understand that I am expected to assist in protecting evidence of crimes

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relating to Information Assets and will follow the instructions of, and cooperate, with management and any investigative response team.

- I have no expectation of privacy concerning my activities related to the use of, or access to, County Information Assets, including anything I create, store, send, or receive using County Information Assets. My actions may be monitored, logged, stored, made public, and are subject to investigation, audit and review without notice or consent.
- Not possess a County Information Asset without authorization. Although I may be granted authorization to possess and use a County Information Asset for the performance of my duties, I will never be granted any ownership or property rights to County Information Assets. All Information Assets and Information is the property of the County. I must surrender County Information Assets upon request. Any Information Asset retained without authorization will be considered stolen and prosecuted as such.
- Not intentionally, or through negligence, damage or interfere with the operation of County Information Assets.
- To neither, prevent authorized access, nor enable unauthorized access to County Information Assets.
- To not make computer networks or systems available to others unless I have received specific authorization from the Information Owner.
 - Not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, ID cards/tokens, biometric logons, and smartcards) with any other person or entity. Nor will I keep or maintain any unsecured record of my password(s) to access County Information Assets, whether on paper, in an electronic file.
 - I am accountable for all activities undertaken through my authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, ID cards/tokens, biometric logons, and smartcards).
- To not intentionally introduce any malicious software (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County Information Asset or any non-County Information Systems or networks.
- To not subvert or bypass any security measure or system which has been implemented to control or restrict access to County Information Assets and any restricted work areas and facilities.
 - Disable, modify, or delete computer security software (e.g., antivirus, antispyware, firewall, and/or host intrusion prevention software) on County Information Assets. I shall immediately report any indication that a County Information Asset is compromised by malware following proper County and Departmental procedures.
- To not access, create, or distribute (e.g., via email, Instant Messaging or any other means) any offensive materials (e.g., text or images which are defamatory, sexually explicit, racial, harmful, or insensitive) on County Information Assets, unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I will report any offensive materials observed or received by me on County Information Assets following proper County and Departmental procedures.
- 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 countywide and Departmental policies and procedures. I understand

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that County Internet services may be filtered and that my use of resources provided on the Internet may expose me 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 material.

- That County electronic communications (e.g., email, instant messages, etc.) created, sent, and/or stored using County electronic communications services are the property of the County. I will use proper business etiquette when communicating using County electronic communications services.
- Only use County Information Assets to create, exchange, publish, distribute, or disclose in public forums and social media (e.g., blog postings, bulletin boards, chat rooms, Twitter, Instagram, Facebook, MySpace, and other social media services) in accordance with countywide and Departmental policies, standards, and procedures.
- Not store County Non-public Information on any Internet storage site except in accordance with countywide and Departmental policies, standards, and procedures.
- Not copy or otherwise use any copyrighted or other proprietary County Information Assets (e.g., licensed software, documentation, and data), except as permitted by the applicable license agreement and approved by County Department management. Nor will I use County Information Assets to infringe on copyrighted material.
- That noncompliance may result in disciplinary action (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.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

_____ Business Associate / Contractor Workforce Member's Name	_____ Business Associate / Contractor Workforce Member's Signature
_____ Business Associate / Contractor Workforce Member's ID Number	_____ Date
_____ Antonette Navarro Business Associate / Contractor Manager's Name	_____ Business Associate / Contractor Manager's Signature
_____ Executive Director Business Associate / Contractor Manager's Title	_____ Date

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COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
CHIEF INFORMATION OFFICE BUREAU
CONFIDENTIALITY OATH
Non-LACDMH Workforce Members

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

ANNUAL

The intent of this Confidentiality Form is to ensure that all, Business Associates, Contractors, Consultants, Interns, Volunteers, Locum Tenens, Non-Governmental Agencies (NGA), Fee-For-Service Hospitals (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>

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

I understand that County Departments, Contractors, Consultants, Interns, Volunteers, Locum Tenens, Non-Governmental Agencies (NGA), Fee-For-Service Hospitals (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are prohibited from sharing their unique logon I.D. and password with anyone.

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 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 W&I Code (Section 14100.2) is prohibited.

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 W&I 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.
3. 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 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: Antonette Navarro / _____ / _____
Print Signature Date

Provider Name: Tri-City Mental Health Center / Provider #: _____ / Phone #: () _____

Address: 1717 N. Indian Hill Blvd. Suite B / Claremont / 91711 / 3
City Zip Code Service Area

The signed copy of this agreement must be maintained by Business Associate / Contractor



LOS ANGELES COUNTY
**DEPARTMENT OF
 MENTAL HEALTH**
 hope. recovery. wellbeing.

CHIEF INFORMATION OFFICE BUREAU

**ELECTRONIC DATA TRANSMISSION
 TRADING PARTNER AGREEMENT (TPA)**

This Trading Partner Agreement ('Agreement') is made and entered by and between the Legal Entity or Network Provider named _____ ("Trading Partner"), whose legal entity or Network Provider number is _____ and the County of Los Angeles – Department of Mental Health ("DMH").

WHEREAS, DMH and Trading Partner exchange information and data electronically in connection with certain healthcare transactions; and

WHEREAS, DMH and Trading Partner will be readily equipped at their own expense with the Systems and trained personnel necessary to engage in the successful exchange of electronic information and data; and

WHEREAS, in the electronic transmission of information and data, the confidentiality and security of the data which is exchanged between the Parties is of the highest priority to both Parties; and

WHEREAS, it is anticipated by DMH that the Trading Partner may use, in the performance of this Agreement, various third parties as the Trading Partner's Agents in the electronic exchange of information;

NOW THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

1. TERM AND TERMINATION

1.1. Term of Agreement

This Agreement will be effective on the day the Trading Partner Agreement is approved by the Department of Mental Health, and shall continue in full force until terminated by either party.

1.2. Voluntary Termination

Either Party may terminate this Agreement for its own convenience on thirty (30) days advance written notice to the other Party.

1.3. Termination for Cause

Either party may terminate this Agreement upon ten (10) working days advance written notice to the other Party upon the default by the other Party of any material obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within 30 days after receipt of written notice with reasonable specificity of such default (or such additional cure period as the non-defaulting Party may authorize). However, in the event of a breach by the

Trading Partner of the terms in Section 3.3 (Express Warranties Regarding Agents) or any Section of Exhibit T (INFORMATION SECURITY AND PRIVACY REQUIREMENTS), or in the event a change of ownership of the Trading Partner or its Agents as defined in Section 5.5 (Change in Ownership of Trading Partner or its Agents) takes place, DMH shall have the unilateral right to terminate this Agreement immediately without prior notice to the Trading Partner. However, in its right to exercise immediate termination, DMH shall provide the Trading Partner with written notice the day the termination occurs.

2. OBLIGATIONS OF THE PARTIES

2.1. Mutual Obligations

In addition to the obligations of the respective Parties which are set forth elsewhere in this Agreement, the mutual obligations of DMH, the Trading Partner and/or the Trading Partner's Agents collectively referred to as "the Parties" shall include, but not be limited to, the following:

(a) Accuracy of EDI Transmission

The Parties shall take reasonable care to ensure that Data and Data Transmissions are timely, complete, accurate and secure, and shall take reasonable precautions to prevent unauthorized access to the System of the other Party, the Data Transmission itself or the contents of an Envelope which is transmitted either to or from either Party pursuant to this Agreement.

(b) Re-transmission of Indecipherable Transmissions

Where there is evidence that a Data Transmission is Lost or Indecipherable Transmission, the sending Party shall make best efforts to trace and re-transmit the original Data Transmission in a manner which allows it to be processed by the receiving Party as soon as practicable.

(c) Cost of Equipment

Each Party shall, at its own expense, obtain and maintain its own System and shall update its System as recommended by the manufacturer/owner/licensor of said System. Furthermore, each Party shall pay its own costs for any and all charges related to Data Transmission under this Agreement and specifically including, without limitation, charges for System equipment, software and services, charges for maintaining an electronic mailbox, connect time, terminals, connections, telephones, modems, and any applicable minimum use charges. Each Party shall also be responsible for any and all expenses it incurs for translating, formatting, or sending and receiving communications over the electronic network to the electronic mailbox, if any, of the other Party.

(d) Back-up Files

Each Party shall maintain adequate back-up files and/or electronic tapes or other means sufficient to re-create a Data Transmission in the event that such re-creation becomes necessary for any purpose at any time. Such back-up files and/or tapes shall be subject to the terms of this Agreement to the same extent as the original Data Transmission.

(e) Format of Transmissions

Except as otherwise provided herein, each Party shall send and receive all Data Transmissions in the ANSI approved format, or such other format as DMH shall designate in writing to the Trading Partner.

(f) Testing

Each Party shall, prior to the initial Data Transmission and throughout the term of this Agreement, test and cooperate with the other Party in the testing of the Systems of both Parties as DMH considers reasonably necessary to ensure the accuracy, timeliness, completeness and confidentiality of each Data Transmission.

2.2. Trading Partner Obligations

In addition to the requirements of Section 3.1 and Exhibit U and this section (2.2), the Trading Partner shall also be specifically obligated as follows:

- (a) To refrain from copying, reverse engineering, disclosing, publishing, distributing or altering any Data, Data Transmissions or the contents of an Envelope, except as necessary to comply with the terms of this Agreement, or use the same for any purpose other than that for which the Trading Partner was specifically given access and authorization by DMH;
- (b) To refrain from obtaining by any means to any Data, Data Transmission, Envelope or DMH's System for any purpose other than that which the Trading Partner has received express authorization to receive access. Furthermore, in the event that the Trading Partner receives Data or Data Transmissions, which are clearly not intended for the receipt of the Trading Partner, the Trading Partner shall immediately notify DMH and make arrangements to return the Data or Data Transmission or re-transmit the Data or Data Transmission to DMH. After such re-transmission, the Trading Partner shall immediately delete the Data contained in such Data Transmission from its System.
- (c) To install necessary security precautions to ensure the security of the System or records relating to the System of both DMH and the Trading Partner when the System is not in active use by the Trading Partner.
- (d) To protect and maintain at all times the confidentiality of Secure Identification Cards issued by DMH to the Trading Partner or Agent.
- (e) To provide special protection for security and other purposes where appropriate, by means of authentication, encryption, the use of passwords or by other mutually agreed means, to those specific Data Transmissions which the Parties agree should be so protected shall use at least the same level of protection for any subsequent transmission of the original Data Transmission.
- (f) Prior to or upon execution of this Agreement, to provide DMH in writing with all of the information requested in the Trading Partner Information section of the Trading Partner Agreement (TPA) online application. While this Agreement is in effect, the Trading Partner shall notify DMH in writing within five (5) business days of any material changes in the information originally provided by the Trading Partner in the TPA online application.
- (e) To minimize Data Transmission loss, Trading Partners must notify DMH when System changes are planned by the Trading Partner at least thirty (30) days prior to the change taking place.

2.3. DMH Obligations

In addition to the obligations of DMH which are set forth herein, DMH shall also be specifically obligated as follows:

(a) Availability of Data

DMH shall subject to the terms of this Agreement, make available to the Trading Partner by electronic means those types of Data and Data Transmissions to which the Trading Partner is entitled to receive by mutual agreement of the Parties or as provided by law.

(b) Notices Regarding Formats

DMH shall provide Trading Partners a written listing of acceptable electronic data transmission formats (e.g., PDF, XLS, Doc). Should the need arise for DMH to make changes to these transmission formats, the trading Partner will receive no less than 14 days written notice.

3. AGENTS

3.1. Responsibility for Agents

If the Trading Partner uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Trading Partner shall be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Trading Partner's own acts, failures, or missions.

3.2. Notices Regarding Agents

Prior to the commencement of the Agent's services in the performance of this Agreement, the Trading Partner shall designate, in the TPA online application, its specific Agents who are authorized to send and/or receive Data Transmissions in the performance of this Agreement on behalf of the Trading Partner. Except as provided otherwise in the Agreement, the Trading Partner shall notify DMH of any material changes in the information contained in the TPA online application, no less than 14 days prior to the effective date of such changes. The information within the TPA application, when fully executed shall be incorporated into this Agreement by reference and shall be effective on the date of its execution, unless specified otherwise. The Trading Partner's designation of its Agent for purposes of this Agreement is expressly subject to the approval of DMH, which approval shall not be unreasonably withheld.

3.3. Express Warranties Regarding Agents

The Trading Partner expressly warrants that the Agent will make no changes in the Data content of any and all Data Transmissions or the contents of an Envelope, and further that such Agent will take all appropriate measures to maintain the timeliness, accuracy, confidentiality and completeness of each 'Data Transmission. Furthermore, the Trading Partner expressly warrants that its Agents will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

3.4. Indemnification Regarding Agents

The Trading Partner shall indemnify, defend and hold harmless DMH from any and all claims, actions, damages, liabilities, costs and expenses, specifically including, without limitation, reasonable attorney's fees and costs resulting from the acts or omissions of the Trading Partner, its Agents, employees, subcontractors in the performance of this Agreement; provided however, that DMH shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of the Trading Partner. DMH for its part shall provide the Trading Partner with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist the Trading Partner in establishing a defense to such action. These indemnities shall survive termination of this Agreement and DMH reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

4. RECORDS RETENTION AND AUDIT

4.1 Records Retention

The Trading Partner shall maintain, for a period of no less than seven (7) years from the date of its receipt complete, (except for children for whom records should be retained until 18 years of age) or until the audit is settled, accurate and unaltered copies of any and all Source Documents from all Data Transmissions.

4.2 Electronic Transmission and Audit Logs

Both Parties shall establish and maintain Logs which shall record any and all Data Transmissions taking place between the Parties during the term of this Agreement. Each Party will take necessary and reasonable steps to ensure that all Logs constitutes a current, accurate, complete and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Log may be timely retrieved and presented in readable form.

5. MISCELLANEOUS

5.1 Amendments

This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto.

5.2 Dispute Resolution

With the exception of disputes which are the subject of immediate termination as set forth in this Agreement, the Parties hereby agree that, in the event of a dispute or alleged breach of the terms of this Agreement between the Parties, they will work together in good faith first, to resolve the matter internally and within a reasonable period of time by escalating it as reasonably necessary to higher levels of management of each of the respective Parties, and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation, with the exception of disputes involving either fraud or breaches of the requirements of Exhibit T (INFORMATION SECURITY AND PRIVACY REQUIREMENTS), in which case either Party shall be free to seek available remedies in any appropriate forum at any time.

5.3 Mutual Compliance with Applicable Laws and Regulations

The Parties hereby mutually agree that they will, in the performance of the terms of this Agreement, comply in all respects with any and all applicable local, state and federal ordinances, statutes, regulations, or orders of courts of competent jurisdiction.

5.4 Force Majeure

Each Party shall be excused from performance for any period of time during this Agreement to the extent that it is prevented from performing any obligation of service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such Party. Such acts include without limitation, strikes, lockouts, riots, acts of war, fire, communication line failures, power failures, earthquakes, floods or natural disasters. Delays in performance due to the occurrence of such events shall automatically extend such dates for a period equal to the duration of such events. However, such automatic extension shall have no effect on the exercise of either Party's right of voluntary termination as set forth in Section 1.1 (Term of Agreement).

5.5 Change of Ownership of Trading Partner

The Trading Partner shall notify DMH no less than ten days in advance of any transfer of ownership interest in the Trading Partner's business or any transfer of ownership in the business of the Trading Partner's Agent. Furthermore, notwithstanding the providing of notice regarding changes in the ownership of the Trading Partner as required by this section, no such changes in ownership or other information provided by the Trading Partner will alter in any way the obligations of the Parties under the terms of this Agreement without prior written agreement of DMH.

5.6 Notices

Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to the Trading Partner or the Trading Partner's authorized representative.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

CHIEF INFORMATION OFFICE BUREAU

ELECTRONIC TRADING PARTNER AGREEMENT

By execution hereof by duly authorized representatives of both Parties, the Parties hereby acknowledge, agree to and shall be bound by all the terms, provisions and conditions of the Trading Partner Agreement.

Agreed To:

Trading Partner Name (Legal Entity / Network Provider)
(Type or Print)

Authorized Personnel
(Type or Print)

Authorized Signature

Title
(Type or Print)

Date

Agreed To:

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
695 S. VERMONT AVE., LOS ANGELES CA 90005

Please complete form, print, scan and attach to TPA request for processing.