



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

44 July 12, 2022


CELIA ZAVALA
EXECUTIVE OFFICER

July 12, 2022

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

Dear Supervisors:

**APPROVAL TO EXECUTE NEW MASTER AGREEMENTS
FOR THE PROVISION OF EATING DISORDERS
AND ELECTROCONVULSIVE THERAPY SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval for the Department of Mental Health to execute Master Agreements with multiple qualified entities through a Request for Statement of Qualifications process to provide Eating Disorders and/or Electroconvulsive Therapy services on an as-needed basis to clients.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute Master Agreements (MA) substantially similar to Attachment I, with two new providers listed in Attachment II, for the provision of as-needed Eating Disorders (ED) services, effective July 1, 2022 through June 30, 2029, with an option to extend thereafter for two additional one-year terms through June 30, 2031. There is no Maximum Contract Amount associated with the MAs, as they will be used on an as-needed basis and reimbursed based on rates established by the Department of Mental Health (DMH) for each service type. The total budget amount allocated for the new MAs is \$5,000,000 for each fiscal year, fully funded by 2011 Realignment Behavioral Health Subaccount – Managed Care.

2. Delegate authority to the Director, or designee, to execute additional MAs, substantially similar to Attachment I with additional qualified entities for the provision of as-needed ED and/or Electroconvulsive Therapy (ECT) services that submit an application, during the ensuing nine-year period, provided that the agency meets all the requirements outlined in the Request for Statement of

Qualifications (RFSQ) and sufficient funds are available. The additional MAs will become effective upon execution by the Director, or designee, and will expire no later than June 30, 2031. DMH will provide an advance written notification to the Board and the Chief Executive Office (CEO) of such MAs execution.

3. Delegate authority to the Director, or designee, to modify the RFSQ, including adding, deleting, and/or modifying related services, and rates, if applicable within each category based on the needs and requirements as identified by DMH.

4. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the MAs in Recommendations 1 and 2 to revise the language, if applicable; add, delete, modify, or replace the Statements of Work (SOW) and make corresponding service adjustments as necessary; and/or reflect federal, State, and County regulatory and/or policy changes, provided that: 1) sufficient funds are available; and 2) amendments are subject to the prior review and approval as to form by County Counsel, with written notification to your Board and the CEO.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of Recommendation 1 will allow DMH to execute new agreements with the two qualified entities that met the minimum mandatory qualifications of DMH's RFSQ to ensure that on an as-needed basis, ED services are available to clients.

Board approval of Recommendation 2 will allow DMH to execute additional agreements with entities that meet the minimum mandatory qualifications of the RFSQ for the delivery of as-needed ED and/or ECT services.

Board approval of Recommendation 3 will allow DMH to modify the RFSQ by adding and/or deleting SOWs, and rates, if applicable, based on the needs of DMH.

Board approval of Recommendations 5 and 6 will allow DMH to: 1) amend the agreements expeditiously, as needed, without interruption to services; and 2) terminate the agreements in accordance with termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal I (Make Investments that Transform Lives), via Strategy I.1 – Increase Our Focus on Prevention Initiatives, and via Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions.

FISCAL IMPACT/FINANCING

For FY 2022-23, the total budget amount allocated for the new MAs is \$5,000,000 fully funded with 2011 Realignment Behavioral Health Subaccount – Managed Care. Funding for these agreements will be requested in DMH's 2022-23 Supplemental Budget.

There is no Maximum Contract Amount associated with the MAs and they will be used on an as-needed basis for ED and/or ECT services for clients referred and authorized by DMH.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the local Mental Health Plan (MHP), DMH is responsible for the provision of specialty mental health services (SMHS) to Medi-Cal beneficiaries in the County. Medi-Cal beneficiaries that require psychiatric inpatient hospital services as set forth in California Code of Regulations (CCR) Title 9, § 1820.205 are entitled to receive specialized treatments (i.e., ED treatment and/or ECT services). Currently, such treatments are not available through County hospitals or County contractor facilities and this Board letter will allow DMH to offer these specialized treatment(s) to eligible clients.

The ED treatment will be available to children, adolescents, and adults who demonstrate a severe mental illness related to eating disorders that cannot be managed in a lower level of care. This is demonstrated by a client's failure to improve in response to recurring psychiatric and medical hospitalizations. Upon DMH's approval and referral, the qualified entity will have capacity to deliver ED services in the following levels of care: 1) Acute Inpatient Care Services; 2) Residential Treatment Program; 3) Partial Hospitalization Program; and 4) Intensive Outpatient Program.

Outpatient ECT services will be available to clients ages 12 and up (DMH Policy 200.06 Electroconvulsive Therapy) who have already exhausted the use of other treatments (i.e., pharmacotherapy) and there is also an urgent need for a fast-acting efficacious treatment. Specifically, ECT involves a planned induction of a seizure through electrical means for therapeutic purposes (CCR Title 9, § 836(a)). Upon DMH's authorization, ECT services will be delivered by a qualified entity on an as-needed basis, and to clients referred by DMH only.

With Board approval, DMH will be able to expeditiously execute new MAs with contractors that have demonstrated the experience to provide ED and/or ECT services as identified in DMH's RFSQ. These new MAs will also allow DMH to serve and expand services to particularly medically vulnerable and specialized populations.

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

Attachment I is the MA for ED and ECT services, which has been approved as to form by County Counsel.

Attachment II lists the two entities who will receive the new MA to provide ED services. Both entities meet the requirements outlined in the MA RFSQ.

CONTRACTING PROCESS

On February 11, 2021, DMH announced the contracting opportunity and posted the RFSQ for ED services to the County's "Doing Business with Us" and DMH's Contracting Opportunities websites. On March 14, 2022, DMH released an Addendum to add ECT services to the RFSQ.

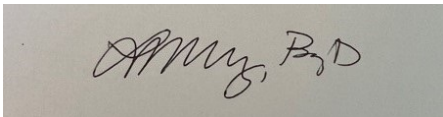
On March 26, 2021, the initial application submission deadline, DMH received two ED services MA applications for these services. DMH is recommending that your Board approve the execution of these two new agreements, listed in Attachment II, as these entities have met the requirements of DMH's RFSQ.

In accordance with the solicitation process, DMH will continuously accept new applications throughout the duration of the RFSQ term. Qualified entities that meet the minimum mandatory qualifications of the SOQ will be evaluated based on the scope of services in the two specialized areas: ED and/or ECT services. Subsequently, application responses will be used to qualify entities and to enter into a MA. These MAs will be effective upon execution and will expire no later than June 30, 2031.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to establish a pool of qualified entities and enable DMH to expeditiously execute ED and/or ECT contracts for the provision of these specialized services to County residents potentially leading to fewer clients requiring emergency services.

Respectfully submitted,



LISA H. WONG, Psy.D.

Acting Director

LHW:SK:RLRPS:atm

Enclosures

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



SAMPLE MASTER AGREEMENT

**BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH**

AND

CONTRACTOR NAME

FOR

**EATING DISORDERS AND
ELECTROCONVULSIVE THERAPY SERVICES**

Contract Number

Vendor Number

Contractor Headquarters' Address

Contractor Headquarters' Supervisorial District _____

Contractor Headquarters' Service Area(s) _____

**EATING DISORDERS AND ELECTROCONVULSIVE THERAPY SERVICES
SAMPLE MASTER AGREEMENT PROVISIONS
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- B Contractor's Administration
- C Contractor's EEO Certification
- D Jury Service Ordinance
- E Safely Surrendered Baby Law
- F Statement of Work – Eating Disorders Services
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- G COVID-19 Vaccination Certification of Compliance and Acknowledgment of Confidentiality Agreement(s)

UNIQUE EXHIBITS

- H Charitable Contributions Certification
- I Ownership/Controlling Interest Disclosure
- J Attestation Regarding Federally Funded Programs
- K Information Security and Privacy Requirements
- L - M Intentionally Omitted
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**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
AND
CONTRACTOR NAME
FOR**

EATING DISORDERS and ELECTROCONVULSIVE THERAPY SERVICES

This Master Agreement and Exhibits made and entered into this XX day, of MONTH, 2022 by and between the County of Los Angeles, Department of Mental Health hereinafter referred to as County and CONTRACTOR NAME, hereinafter referred to as Contractor, to provide Eating Disorders (ED) and/or Electroconvulsive Therapy (ECT) Services.

RECITALS

WHEREAS, the COUNTY has a need for, and desires to engage the services on an as-needed basis, of an individual or firm with special expertise and experience to provide ED and/or ECT services based on Contractor's Statement of Qualification (SOQ); and

WHEREAS, Contractor is specifically trained and possesses the skills, experience, education and competency for the provision ED and/or ECT services based on Contractor's SOQ; and

WHEREAS, the County desires to provide to those persons in Los Angeles County who qualify therefore, certain mental health services, including ED and/or ECT services; and

WHEREAS, County's Department of Mental Health (DMH) solicits SOQs from prospective providers of mental health services in order to establish a non-exclusive list of pre-qualified contractors that have met the minimum qualifications listed in the RFSQ and who have demonstrated relevant experience and staff capable to provide certain services contemplated and authorized by the DMH under the Agreement; and

WHEREAS, the County may contract with private businesses for ED and/or ECT Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing ED and/or ECT Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Mental Health or designee to execute and administer this Master Agreement.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Master Agreement. 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 Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 Exhibit A County's Administration
- 1.2 Exhibit B Contractor's Administration
- 1.3 Exhibit C Contractor's EEO Certification
- 1.4 Exhibit D Jury Service Ordinance
- 1.5 Exhibit E Safely Surrendered Baby Law
- 1.6 Exhibit F Statement of Work
- 1.7 Exhibit G COVID-19 Vaccination Certification of Compliance and Acknowledgment of Confidentiality Agreement(s)

Unique Exhibits:

- 1.8 Exhibit H Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004
- 1.9 Exhibit I Ownership/Controlling Interest Disclosure
- 1.10 Exhibit J Attestation Regarding Federally Funded Programs
- 1.11 Exhibit K Information Security and Privacy Requirements

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Paragraph 8.1, Amendments, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. 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.

- 2.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 **County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.4 **County Project Director:** Person designated by Director with authority to approve all individual requested as-needed services.
- 2.5 **County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 **Director:** Director of Department of Mental Health.
- 2.8 **Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.9 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, the Master Agreement.
- 2.10 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ), has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Mental Health.

- 2.11 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Contractors to provide services through Master Agreements.
- 2.12 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.13 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by DMH for a specific Master Agreement.

3.0 WORK

In order to be eligible to provide ED and/or ECT services, Contractor has demonstrated experience and training in its specialized field and has submitted to the County a SOQ in response to County's RFSQ for the provision of such services, and Contractor has met the minimum mandatory qualifications listed in the RFSQ and has been selected for recommendation for placement on an ED and/or ECT Master Agreement eligibility list as being qualified to deliver ED and/or ECT services based on Contractor's SOQ.

Execution of this Master Agreement and placement on the ED Master Agreement list does not guarantee that Contractor will be selected to provide mental health services claimable as ED and/or ECT services. A provider must be selected to provide ED and/or ECT services to provide mental health services claimable as ED and/or ECT services, on an as-needed basis.

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** The attached SOW describes in detail the particular work required. Payment for all work shall be on a fixed priced per deliverable basis, subject to the Maximum Contract Amount/Total Maximum Amount specified on each individual type of service.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the expiration date, and/or that exceeds the Total Maximum Amount as specified as originally written or modified in accordance with Paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4** Contractor must be available to meet the County's start date of service. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular service as determined in the sole discretion of County's Project Director.

- 3.5** In the event Contractor defaults three times under this Paragraph 3.5 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42, Termination for Default.
- 3.6** The execution of this Master Agreement for as-needed ED and/or ECT services does not guarantee Contractor any certain amount of funding. Contractor shall not be entitled to any payment of ED and/or ECT funds by County under this Master Agreement, except pursuant to a validly executed and satisfactorily performed services completed in accordance with County issued ED and/or ECT Master Agreement that includes the specific and detailed SOW.

4.0 TERM OF MASTER AGREEMENT

- 4.1** This ED and/or ECT services Master Agreement is effective upon the date of its execution by the Director of the Department of Mental Health or designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2029 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2** The County shall have the sole option to extend the Master Agreement term for up to two additional one-year periods, through June 30, 2031, for a maximum total Master Agreement term of nine years as authorized by the Los Angeles County Board of Supervisors. Each such optional extension period may be exercised at the sole discretion of the Director or designee as authorized by the Board of Supervisors.

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 Master Agreement term extension option.

5.0 CONTRACT SUM

- 5.1** Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed as-needed services. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder (“maximum annual expenditures”) may not exceed amounts allocated to the Department of Mental Health by the County Board of Supervisors. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

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

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

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

5.4 Invoices and Payments

Upon LACDMH's request for as-needed services, LACDMH will include a SOW, which shall describe in detail the funding allocation for the as-needed ED and/or ECT services. The only compensation made for such services will be through satisfactory work performed in accordance with the SOW. Payment for all work will be described in the SOW, which may include the actual cost, established rates, or fixed price per deliverable basis, and/or subject to the Total Maximum Amount/Maximum Contract Amount.

5.4.1 Local Small Business Enterprises – Prompt Payment Program

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

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

- 5.5.1 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).
- 5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and contractor 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.
- 5.5.3 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.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with LACDMH, shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit A. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department of Mental Health and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for the individual requested as-needed services.

6.3 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Director(s) on a regular basis with respect to all services.

7.2 Contractor's Authorized Officials

7.2.1 Contractor's Authorized Officials are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Officials.

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge. The photo identification badge issued by Contractor to Contractor's staff shall be worn and visible at all times while performing services under this Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement 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 Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

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

- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G-1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 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 Master Agreement during the term of this Master Agreement. 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 orders, an Amendment to the Master Agreement shall be prepared by LACDMH and executed by the Contractor and by Director.

8.1.2 The LACDMH Director, or designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared by LACDMH and executed by the Contractor and by Director.

8.1.3 Addition of Skilled Categories/Technical Specializations

An Amendment to the Master Agreement shall be prepared by LACDMH and executed by the Contractor and by Director to add or delete Skilled Categories or Technical Specializations.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.4.1 Within 30 business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.

8.4.6 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.

8.4.7 Copies of all written responses shall be sent to the County's Project Manager within 5 business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

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

8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections

2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.7 Compliance with County's Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined

by the County; or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement 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 Master Agreement.

8.10 Consideration of Hiring GAIN-GROW Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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.

- 8.10.2 In the event that both laid-off County employees, as described in Paragraph 8.9, and GAIN/GROW participants, as described in this Paragraph 8.10, are available for hiring, County employees shall be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness

or capacity to perform a Master Agreement 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.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the proposed decision prior to its presentation to the Board of Supervisors.
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.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or

terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

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

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

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

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement 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).

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board

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

8.15 Damage to County Facilities, Buildings or Grounds

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

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

8.16 Employment Eligibility Verification

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

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

8.17 Counterparts and Electronic Signatures and Representations

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.18 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and any applicable State laws 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 and any applicable State laws, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

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

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

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

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

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

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 – Confidentiality.

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

- 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 Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master

Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Attention: Solicitations Team
County of Los Angeles — Department of Mental Health
Contracts Development and Administration Division
510 S. Vermont Avenue 20th Floor
Los Angeles, CA 90020

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

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability

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

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

8.24.1 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: \$3 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

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

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Unique Insurance Coverage

- 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.

- Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less

than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

- **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the contractor with limits of not less than \$10 million.

- **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.

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at his/her option, in addition to, or in lieu of, other remedies provided

herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Intentionally Omitted

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or

be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager is not able to resolve the dispute, the LACDMH Director, or designee, shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement 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 A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director of Mental Health or designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally

induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement, as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. The County shall not in any way be liable or responsible for the disclosure of any such records if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 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 an SOQ, 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.

8.36 Publicity

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using

the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 shall apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement 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 Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify 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 Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

Attention: Solicitations Team
County of Los Angeles — Department of Mental Health
Contracts Development and Administration Division
510 S. Vermont Avenue 20th Floor
Los Angeles, CA 90020

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

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

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

8.42 Termination for Default

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy; acts of the County in either its sovereign or contractual capacity; acts of federal or State governments in their sovereign capacities; fires; floods; epidemics, quarantine restrictions, strikes; freight embargoes; and, unusually severe weather. But in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is

caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

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

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

(800) 544-6861.

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

8.44 Termination for Insolvency

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Intentionally Omitted

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement

will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time Off For Voting

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

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

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

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

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

8.54 Compliance with Fair Chance Employment Practices

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

8.55 Compliance with the County Policy of Equity

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

8.56 Prohibition from Participation in Future Solicitation(s)

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

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

8.56.2 The policy states that "The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any

firm or any subsidiary of a firm [collectively "firm"] from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s): https://library.municode.com/ca/la_county_bos/codes/board_policy.

Neither a Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer that assisted in the development of the solicitation document(s) shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/ Proposer under this Contract. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Contract of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/ Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Contract.

The policy is not applicable to a Proposer, Contractor, or its subsidiary or Subcontractor that has participated in a County released Request for Information process.”

8.57 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor’s sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, “Contractor Personnel”), must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners (“County workforce members”), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, “In-Person Services”).
2. Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the

final dose of any COVID-19 vaccine authorized by the World Health Organization (“WHO”).

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered (“Vaccination Record Card”); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response (“QR”) code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel’s testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
 - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for

Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and county workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable contracting County Department.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Certification of Compliance) is a required part of any agreement with the County.

9.0 UNIQUE TERMS AND CONDITIONS

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

9.1.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

9.1.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA but will independently

seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

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

9.1.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, 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 Intentionally Omitted

9.3 Ownership of Materials, Software and Copyright

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.

9.3.2 During the term of this Master Agreement and for five years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by

Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Master Agreement.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

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 H, 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 Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Social Enterprise (SE) Preference Program

- 9.6.1 This Master Agreement 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.
- 9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

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

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement 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 10% of the amount of the Master Agreement; 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 Master Agreement award.

9.7 Data Destruction

If Contractor maintains, processes, or stores County of Los Angeles' ("County") data and/or information, implied or expressed, it is the Contractor's 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 10 business days, a

signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within 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.

9.8 Intentionally Omitted

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

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

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

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal Government, directly or

indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal Government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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) has the discretion not to exclude.

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

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by Federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its Sub-Contractors 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.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit J as part of its obligation under this paragraph.

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

9.11 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 H, 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)

9.12 Restrictions On Lobbying

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

9.13 Disclosures

9.13.1 Disclosure of 5% or more Ownership Interest: Pursuant to Code of Federal Regulations (CFR) Paragraph 455.104, Contractor shall submit the disclosures below to County regarding ownership and control. Contractor shall provide the certification set forth in Exhibit I (Ownership/Controlling Interest Disclosure) as part of its obligation under this Paragraph 9.13. Contractor must submit updated disclosures (Exhibit I) to County before entering into this Master Agreement, and within 35 days after any change in the Contractor's ownership or upon request by the County. Contractor shall send all the disclosures to those persons and addresses which are set forth in Paragraph 8.33 (NOTICES).

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

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

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

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

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

9.14 Certification Of Drug-Free Work Place

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

9.15 Technology Requirements

9.15.1 Contractor shall acquire, manage, and maintain Contractor's own information technology, infrastructure, platforms, systems and/or services in order to meet all requirements specified by County for interoperability.

9.15.2 Contractor shall ensure that each individual using electronic methods to sign electronic health records in the performance of work specified under this Contract completes an Electronic Signature Agreement annually. The Electronic Signature Agreement shall be substantially similar to the sample available at:

https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_N_GARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf

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

9.15.2.2 Contractor shall submit to County an 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 Electronic Signature Certification to be used by Contractor is found at:

https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_N_GARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf

9.16 Contractor Protection of Electronic County Information

9.16.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. County Policy 5.200 “Contractor Protection of Electronic County Information” provides specific details and can be accessed at the following link: https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRELCOIN. The policy was adopted to protect personal information (PI); protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County contractors. Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.

9.16.2 Contractor shall sign Exhibit K (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 “Contractor Protection of Electronic County Information” and acknowledge that it is the responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/contract-exhibits> for Information Security documents annually and/or upon notification by DMH of updated Information Security documents. Contractor must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the security and privacy standards set forth in, Exhibit Q, Information Security and Privacy Requirements for Contracts and submit required Exhibit R DMH Contractor’s Compliance with Information Security Requirements Exhibit annually. Security and privacy requirements shall apply to all County PI, PHI and MI electronically stored or transmitted by contractors and subcontractors, irrespective of storage and/or transmission methodology.

9.16.3 Contractor must ensure that prior to access, its workforce members, including subcontractors that create, receive, maintain, or transmit Protected Health Information, acknowledge and sign, Exhibit S, Confidentiality Oath (Non-DMH Workforce Members). In addition, Contractor shall submit Electronic Data Transmission Trading Partner Exhibit (TPE) annually. Contractor must access the following link: <https://dmh.lacounty.gov/contract-exhibits> for Information Security documents **annually and/or upon notification by DMH of updated Information Security document as stated in Exhibit K (Attestation Regarding Information Security Requirements)**. Contractor must maintain and make available upon request.

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IN WITNESS WHEREOF, Contractor has executed this Master Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Master Agreement 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.
Director of Mental Health

CONTRACTOR

By _____
Name _____
Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Emily D. Issa
Deputy County Counsel

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY MASTER AGREEMENT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

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 address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

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)

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

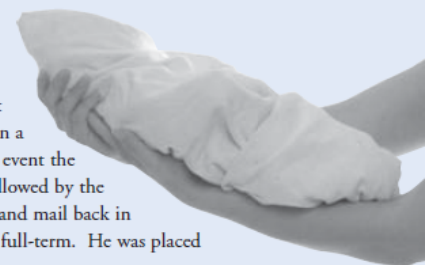
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



EATING DISORDERS SERVICES
STATEMENT OF WORK

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Los Angeles County (LAC or County) Department of Mental Health (DMH or Department), as the Local Mental Health Plan (LMHP), is required to provide, or arrange and pay for, all medically necessary covered Specialty Mental Health Services (SMHS), including eating disorders, to Medi-Cal Beneficiaries (hereafter, clients). Covered SMHS include psychiatric hospital services as defined in Title 9 section 1810.238 of the California Code of Regulations. The County provides services to clients requiring specialized treatment not immediately available through County hospitals or through facilities operated by or under contract to the LMHP. Such specialized treatment is provided to clients that demonstrate severe illness related to eating disorders (ED) that cannot be managed in a lower level of care, as demonstrated by a failure to improve in response to multiple psychiatric and medical hospitalizations, and intensive outpatient services in coordination with a Medi-Cal client’s mental health and medical providers.

Contractor shall treat clients that require psychiatric inpatient hospital services and meet applicable criteria set forth in Title 9 section 1820.205 as identified and referred by LACDMH. LACDMH will authorize a client's admission to the psychiatric facility operated by Contractor as identified in the Master Agreement.

ED services shall be provided by Contractor solely on an as-needed basis, and only to those referred by LACDMH. There is no guaranteed number of referrals. There is no guaranteed funding associated with this Master Agreement (MA). Reimbursement will only be made for clients referred by LACDMH with accompanying clinical documentation of care services submitted and invoices that substantiate the referral and services delivered. Please see this Statement of Work (SOW) Exhibit F, Attachment III and Attachment IV for further details.

SOW Exhibit F (Attachment I) Technical Exhibits, describes and defines the array of SMHS to be provided, as well as the admission criteria, intensity of service and the continued stay criteria for the four levels of service directed towards children, adolescents and adults, as shown below:

- 1.1 Eating Disorders Acute Inpatient Care Services;
- 1.2 Eating Disorders Specialized Follow-up Residential Treatment Center;
- 1.3 Eating Disorders Partial Hospitalization Program; and
- 1.4 Eating Disorders Intensive Outpatient Program (IOP).

2.0 SPECIFIC WORK REQUIREMENTS

Eating Disorders services range from acute inpatient programs (in which general medical care is readily available), residential programs, partial hospitalization programs and intensive outpatient care (in which the client receives general medical treatment,

nutrition counseling, and/or individual, group, and family psychotherapy). For complete descriptions of the admission criteria, intensity of service and continued stay criteria for each level of service please refer to this Exhibit F (Attachment I) SOW Technical Exhibits.

2.1 Referrals of ED clients

LACDMH will make all referrals to the Contractor for the provision of ED services. Referrals will be made on an as needed basis and only when LACDMH deems them medically necessary. Referrals from LACDMH shall reflect the needs of the Department, client acuity, and placement in the least restrictive, and most geographically advantageous environment. **NOTE: Self-referrals or referrals from other entities to ED contractors will not be accepted nor reimbursed.**

2.2 Acute Inpatient Care

At the minimum, Contractor will deliver the following Acute Inpatient Care services, housed within an acute psychiatric hospital:

- 2.2.1 Multidisciplinary assessment and treatment planning that addresses the client's nutritional, psychological, social, medical and substance abuse needs;
- 2.2.2 Medical and lab tests, including all relevant follow up;
- 2.2.3 Treatment by a physician seven days per week, including management of psychiatric medication;
- 2.2.4 Skilled nursing services provided by a Registered Nurse (RN) or Licensed Vocational Nurse (LVN) are available 24 hours per day;
- 2.2.5 A nutritional plan with identified target weight range and plan to achieve a gain of 1 to 2 pounds per week;
- 2.2.6 Care coordination with other clinicians providing treatment to the client; and
- 2.2.7 Discharge planning includes linkage to aftercare services and the development of an outpatient treatment plan.

2.3 Residential Treatment Program

The Residential Treatment program provides a comprehensive and specialized treatment services facility which furnishes a non-institutional, therapeutic community in which clients are supported in their efforts to develop, maintain and restore interpersonal and independent living skills and community support systems. These services include an all-inclusive structured treatment and rehabilitation program for clients with eating disorders diagnoses who require residential level of care, either following acute inpatient care or as an alternative to inpatient admission.

Contractor will provide intensive, structured specialized eating disorders services for seven days per week, including the following:

- 2.3.1 Evaluation by a physician or equivalent professional within 72 hours of admission and at least on a weekly basis;
- 2.3.2 Within 72 hours of admission, physical exam and lab tests are done, if not completed prior to admission;
- 2.3.3 24-hour skilled nursing services available on site to manage medical problems;
- 2.3.4 Within seven days of admission, an individualized treatment plan shall be completed and address nutritional, psychological, social, medical and substance abuse needs.

Contractor will ensure treatment planning shall be consistent with the client's language, cognitive, speech and hearing abilities. The majority of treatment will be provided within the community setting. Treatment will include the following sessions, at least once per day, lasting 60 to 90 minutes:

- 2.3.5 Community milieu group therapy;
- 2.3.6 Group psychotherapy;
- 2.3.7 Activity group therapy; and
- 2.3.8 A weekly individual therapy session with a licensed provider.

Contractor will ensure a patient's family supports are identified and contacted as follows:

- 2.3.9 There should be at minimum, weekly family participation for adult clients, and at least twice weekly family participation for children and adolescents clients;
- 2.3.10 Care Coordination with other clinicians providing treatment; and
- 2.3.11 Discharge planning, including linkage to aftercare services, and development of an outpatient treatment plan.

2.4 Partial Hospitalization Program

The Partial Hospitalization Program (PHP) offers a structured multi-disciplinary treatment program, as an alternative to acute inpatient and residential levels of care to allow clients to continue their recovery and to avoid placement in a more restrictive setting.

PHP Program elements include the following:

- 2.4.1 Multidisciplinary treatment provided at least six (6) hours per day, five (5) days per week;
- 2.4.2 Treatment is individualized and not determined by the programmatic period;
- 2.4.3 Evaluation by physician upon admission with weekly visits or, if transferring from another intensive level of care those evaluations are obtained; and
- 2.4.4 Evaluation of substance use.

Treatment recommendations from these evaluations are integrated into the treatment plan. The treatment plan includes:

- 2.4.5 Targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors;
- 2.4.6 Nutritional assessment completed upon admission, with specific dietary intake and target weight goals;
- 2.4.7 Weekly measurement of weight, charting of calorie intake and percentage of dietary intake goals;
- 2.4.8 Community supports are identified;
- 2.4.9 Weekly family therapy for children and adolescents, with family members involved in groups and educational programs;
- 2.4.10 Care Coordination with other clinicians; and
- 2.4.11 Discharge planning, including linkage to aftercare services, and the development of an outpatient treatment plan.

2.5 Intensive Outpatient Program

Contractor will provide the Intensive Outpatient Program (IOP) within a community setting which consists of services provided by licensed clinicians for a minimum of three hours per day and three days per week, as follows:

- 2.5.1 Upon patient's admission, evaluation by a physician is completed along with weekly sessions;
- 2.5.2 Evaluation of substance use;
- 2.5.3 The treatment plan includes targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors;
- 2.5.4 The nutritional assessment includes specific dietary intake and target weight goals;
- 2.5.5 Weekly measurement of weight, charting of calorie intake/percentage of dietary intake goals;
- 2.5.6 Weekly family therapy for children and adolescents, with family members participating in the group sessions; and
- 2.5.7 Care Coordination with other clinicians, and discharge planning which also includes linkage to aftercare services.

3.0 **QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan (The Plan) to maintain the County a consistently high level of service throughout the term of the Master Agreement. The Plan shall be submitted to LACDMH via email at [ED ECT Auths@dmh.lacounty.gov](mailto:ED_ECT_Auths@dmh.lacounty.gov). The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all safety, health, and services inspections conducted by the Contractor:
 - 3.2.1 Any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to LACDMH via email at [ED ECT Auths@dmh.lacounty.gov](mailto:ED_ECT_Auths@dmh.lacounty.gov) upon request.

4.0 QUALITY ASSURANCE PLAN

LACDMH will evaluate the Contractor’s performance under the Master Agreement and any Work Order executed pursuant to the Master Agreement using the quality assurance procedures as defined in the Master Agreement, Paragraph 8.14, and County’s Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting.

4.2 Contract Discrepancy Report - Refer to SOW Exhibit F (Attachment II)

4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by LACDMH and the Contractor.

4.2.2 LACDMH will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to LACDMH within 60 workdays, acknowledging the reported discrepancies or presenting contrary evidence.

4.2.3 Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to the County Contract Project Monitor within 60 workdays.

4.3 County Observations

In addition to Departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor’s performance.

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

LACDMH will administer the Master Agreement pursuant to, Paragraph 6.0, Administration of Contract - LACDMH. Specific duties will include:

- 5.1.1 Monitoring the Contractor’s performance in the daily operation of the Master Agreement.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Master Agreement, Subparagraph 8.1 (Amendments).

5.2 Intentionally Omitted

CONTRACTOR

5.3 Project Manager

- 5.3.1 Contractor shall provide a Project Manager that shall have full authority to act for Contractor on all administrative matters related to the Master Agreement.
- 5.3.2 Project Manager shall act as a central point of contact with LACDMH.
- 5.3.3 Project Manager shall have a minimum of one year of experience managing programs for Acute Inpatient, Specialized Follow-up Residential Treatment Center, Partial Hospitalization, or Intensive Outpatient ED services for children, adolescents and adults with an ED Diagnosis.

5.4 Personnel

- 5.4.1 Contractor shall assign sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 5.4.2 Contractor shall be required to background check their employees as set forth in the Contract, Subparagraph 7.5 (Background and Security Investigations).

5.5 Identification Badges

- 5.5.1 Contractor shall ensure their employees are appropriately identified as set forth in the Contract, Subparagraph 7.4 (Contractor’s Staff Identification).

5.6 Materials and Equipment

- 5.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

5.7 Training

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

5.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA), Department of Health Care Services (DHCS), Department of Public Health (DPH), Community Care Licensing (CCL), and Centers for of Disease Control and Prevention (CDC) standards as applicable to their license and certification. Contractor shall supply appropriate personal protective equipment to employees.

5.8 Contractor’s Administrative Office

Contractor shall maintain an administrative office with a telephone in the company’s name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries, which may be received about the Contractor’s performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. **The Contractor shall answer calls received by the answering service within forty-eight (48) hours of receipt of the call.**

6.0 INTENTIONALLY OMITTED

7.0 INTENTIONALLY OMITTED

8.0 INTENTIONALLY OMITTED

9.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

9.1 For certain contracts, there may be a need to have the ability to add/delete facilities, specific tasks, and/or revise the work hours related to these additions/deletions. As such, the requirements would be described in this section.

9.2 All changes must be made in accordance with the Master Agreement, Subparagraph 8.1(Amendments).

10.0 INTENTIONALLY OMITTED

11.0 INTENTIONALLY OMITTED

12.0 DEFINITIONS

A list of definitions is in SOW Exhibit F (Attachment V).

13.0 GREEN INITIATIVES

- 13.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 13.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to Master Agreement commencement.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements delineating required services that will be monitored by the LACDMH during the term of this Master Agreement are listed with each of the SOW Technical Exhibit Attachments I through IV and serve as an important monitoring tool for the County.

All listings of services used as Performance Requirements are intended to be completely consistent with the Master Agreement and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and this SOW. In any case of apparent inconsistency between services as stated in the Contract and this SOW, the meaning apparent in the Master Agreement and this SOW will prevail.

SOW Exhibit F-1

Statement of Work Technical Exhibits

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PART 1 - EATING DISORDERS ACUTE INPATIENT CARE SERVICES

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PART 3 - EATING DISORDERS PARTIAL HOSPITALIZATION PROGRAM (PHP)

PART 4 - EATING DISORDERS INTENSIVE OUTPATIENT PROGRAM (IOP)

PART 1 - EATING DISORDERS ACUTE INPATIENT CARE SERVICES

- A. Admission Criteria
- B. Intensity of Service
- C. Continued Stay Criteria
- D. Licensure Requirements

A. ADMISSION CRITERIA (<i>Co-morbid disorders may influence Level of Care</i>)
SEVERITY OF ILLNESS (SI)
<p>Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms. All services must meet the definition of medical necessity in the Medi-Cal Beneficiary's plan document.</p> <p><i>Must have one of 1-3 and both 4 and 5 to qualify:</i></p> <ol style="list-style-type: none">1. Medical Complications attributable to the eating disorder, which typically include the following:<ol style="list-style-type: none">a. Vital Sign abnormalities: For adults, pulse rate <40, orthostatic pulse change >20, blood pressure <90/60, orthostatic bp change >10-20, temp <96-97 F. For children/adolescents, pulse rate <50 daytime, 45 nighttime, orthostatic pulse change >20, blood pressure <80/50, orthostatic bp change >10-20 and temp <96-97 F.b. Electrolyte abnormalities, including hypokalemia or hypophosphatemia.c. Cardiac compromise, including dysrhythmias or prolonged QTc.d. Organ damage requiring treatment, including renal, hepatic, GI or cardiovascular.e. Acute dehydration as shown by physical and lab findings requiring medical rehydration.2. For Anorexia Nervosa, Body Mass Index (BMI) <15 or < 75% of individually estimated ideal body weight range, or, rapid weight loss combined with active refusal to eat on a trajectory showing that this BMI or weight will occur within a few days. For Bulimia Nervosa or Eating Disorder NOS medical abnormalities (see SI 1) must be demonstrated and can be safely treated in a psychiatric unit and do not require intensity of a medical unit.3. Severe eating disorder comorbid with psychiatric symptoms that would in themselves require inpatient treatment, such as suicidal ideation with intent or a feasible plan or other conditions that would meet Inpatient Psychiatric Severity of Illness criteria (if other Eating Disorder Inpatient criteria not met, Inpatient Psychiatric service should be used).4. Worsening symptoms and behaviors despite current treatment in a structured outpatient ED service (IOP or PHP, or 2-3 times a week OP treatment involving an ED BH clinician, nutritionist and a qualified physician where intensive services not geographically available) with the likelihood that Inpatient treatment will result in improvement– this criterion not necessary if the Medi-Cal Beneficiary is actively resistant to treatment, actively uncooperative and/or has severely impaired insight and does not recognize any need for treatment.5. Supervision required during and after all meals and in the evening to prevent restricting or excessive exercising/purging behaviors; for children/adolescents, family not able to supervise due to severe conflict or treatment resistance.

B. INTENSITY OF SERVICE (IS) Daily rate: \$1,500.00

Must have all of the following services provided to the Medi-Cal Beneficiary

1. Multidisciplinary assessment with a treatment plan which addresses nutritional, psychological, social, medical, and substance abuse needs.
2. Relevant medical tests including lab tests (electrolytes, chemistry, CBC, thyroid) and ECG done on admission and follow up tests done if any abnormality requiring intervention.
3. Documentation of treatment by a qualified physician seven (7) days a week, including management of psychiatric medication if indicated, or documentation as to why not used if indicated.
4. Individual therapy by a licensed provider at least once per week, family therapy by a licensed provider at least once per week for adults and twice per week for children/adolescents (unless contraindicated, with documentation for the reason).
5. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medi-Cal Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
6. Nutritional plan with target weight range and refeeding plan to achieve gain of 1-2 pounds per week (if low body weight is reason for admission).
7. 24-hour skilled nursing (by either an RN or LVN/LPN).
8. Discharge plan with recommended aftercare including coordination with outpatient treatment team or development of an outpatient treatment plan if not already present.

C. CONTINUED STAY CRITERIA (CS)

Must continue to meet "SI/IS" Criteria and have 1 or 2 and 3-5 to qualify:

1. Progress in treatment is documented including: weight gain, increasing adherence with meal plan, medical stabilization, stabilization of acute psychiatric symptoms, cooperation with discharge planning; for treatment of low body weight with medical instability complicated by need for involuntary treatment, very poor insight and motivation or active treatment resistance and poor family/social support, level of weight gain may need to surpass admission criteria and reach a level that is consistent with medical and physical indications of malnutrition having stabilized and weight/BMI in low normal range.
2. Lack of progress or persistent symptoms/behaviors have resulted in changes to the treatment plan to address treatment resistance that has a likelihood of achieving progress.
3. The Medi-Cal Beneficiary is cooperative and responsive to treatment or treatment team has taken steps to treat involuntarily including petition for medical conservatorship, medication hearing or involuntary hospitalization.
4. For children/adolescents or dependent adults, family is actively involved in treatment and responsive to treatment recommendations.
5. For Medi-Cal Beneficiary's with chronic, persistent Eating Disorders where normal weight range or absence of binge/purge or non-purge bulimic symptoms has not been present for over one (1) year, the Medi-Cal Beneficiary is not at a level of control and stability consistent with their usual/baseline condition.

D. LICENSURE REQUIREMENTS

The Acute Inpatient Care Services program must possess either:

1. Acute Psychiatric Hospital license issued by the State of California Department of Public Health; or
2. General Acute Care Hospital license issued by the State of California Department of Public Health.
3. Other License issued by the State Department of Health Care Services must be approved by DMH.

**PART 2 - EATING DISORDERS SPECIALIZED FOLLOW-UP RESIDENTIAL
TREATMENT CENTER (RTC)**

- A. Admission Criteria
- B. Intensity of Service
- C. Continued Stay Criteria
- D. Licensure Requirements

A. ADMISSION CRITERIA (Co-morbid disorders may influence Level of Care)
SEVERITY OF ILLNESS (SI)
<p>Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms. All services must meet the definition of medical necessity in the Medi-Cal Beneficiary's plan document.</p> <p><i>Must have all of the following to qualify:</i></p> <ol style="list-style-type: none">1. If Anorexia Nervosa and weight restoration is goal, BMI between 15-18 or weight between 75%-85% of estimated ideal weight range and no signs or symptoms of acute medical instability that would require daily physician evaluation.2. Comorbid psychiatric disorders are controlled or stable enough for the primary focus of treatment to be the eating disorder.3. For Anorexia Nervosa, continued restricting and purging is leading to weight loss that is likely to lead to medical instability and need for inpatient treatment despite receiving structured outpatient ED treatment (IOP or PHP, or 2-3 times a week OP treatment involving an ED BH clinician, nutritionist and a qualified physician where intensive services not geographically available) with the likelihood that residential treatment will result in improvement; for Bulimia Nervosa, continued purging or excessive exercising is likely to cause medical instability or dehydration that would need inpatient treatment despite receiving the same level of outpatient treatment described above; or for either condition, the Medi-Cal Beneficiary has had multiple inpatient admissions within the past six (6) months with a failure to stabilize with outpatient aftercare.4. Significant functional disruption from usual/baseline status in at least two domains (school/work, family, activities, ADL's) related to the eating disorder.5. Based on past treatment history, usual level of functioning and comorbid psychiatric disorders, there is a reasonable expectation that the Medi-Cal Beneficiary will benefit from this level of care.6. Living environment and support are characterized by either significant deficits or significant conflict or problems that would undermine goals of treatment such that treatment at a lower level of care is unlikely to be successful, and this can potentially be improved with treatment.

B. INTENSITY OF SERVICE (IS) Daily Rate: \$1,275.00

Must have all of the following services provided to the Medi-Cal Beneficiary:

1. Evaluation by a qualified physician or equivalent professional within 72 hours of admission and at least once weekly visits documented.
2. Physical exam and lab tests done within 72 hours if not done prior to admission, and 24 hour on site nursing and medical availability to manage medical problems if risk for medical instability identified as a reason for admission to this level of care.
3. Programming provided will be consistent with the Medi-Cal Beneficiary language, cognitive, speech and/or hearing abilities.
4. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medi-Cal Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
5. Within seven (7) days, an individualized problem focused treatment plan completed, including nutritional, psychological, social, medical and substance abuse needs to be developed based on a complex biopsychosocial evaluation, and this needs to be reviewed at least once a week for progress.
6. Treatment would include the following at least once per day and each lasting 60-90 minutes: community/milieu group therapy, group psychotherapy and activity group therapy plus at least once weekly individual therapy with a properly licensed provider.
7. Family supports identified and contacted within 72 hours and family/primary support person participation at least weekly for adults, twice weekly for children and adolescents, unless contraindicated.
8. Discharge planning initiated within one (1) week of admission including identification of community/family resources, connection or re-establishment of connection to an outpatient treatment team and coordination with that team.
9. The treatment is individualized and not determined by a programmatic timeframe. It is expected that Medi-Cal Beneficiary's will be prepared to receive the majority of their treatment in a community setting.

C. CONTINUED STAY CRITERIA (CS)

Must continue to meet "SI/IS" Criteria and have the following to qualify:

1. If low bodyweight a reason for admission, target weight for safe treatment on an outpatient basis listed and weight gain of 1-2 pounds per week documented.
2. Progress toward treatment goals is documented as shown by motivation on the part of the Medi-Cal Beneficiary and family, adherence to treatment recommendations including weight gain and acceptance of recommended dietary caloric intake if low body weight was a reason for admission and control of binging and purging or non-purging bulimic symptoms, but treatment goals that would allow continued treatment at a lower level of care have not been achieved; if progress not achieved than the treatment plan has been adjusted in a manner that is likely to achieve progress toward meeting treatment goals or treatment goals have been adjusted.

D. LICENSURE REQUIREMENTS

The Specialized Follow-Up Residential Treatment Center program must possess:

1. Congregate Living Health Facility license issued by the State of California Department of Public Health.
2. Other License issued by the State Department of Health Care Services must be approved by DMH.

PART 3 - EATING DISORDERS PARTIAL HOSPITALIZATION PROGRAM (PHP)

- A. Admission Criteria
- B. Intensity of Service
- C. Continued Stay Criteria
- D. Licensure Requirements

A. ADMISSION CRITERIA *(Co-morbid disorders may influence Level of Care)*

SEVERITY OF ILLNESS (SI)

Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms. All services must meet the definition of medical necessity in the Medi-Cal Beneficiary's plan document.

Must have all of the following to qualify:

1. Eating disorder behaviors and body weight are at levels where acute medical intervention is not needed, but without at least six (6) hour daily structured treatment at least five (5) days a week the Medi-Cal Beneficiary is likely to regress to needing a higher level of care.
2. Motivation, self-care skills and recognition of a need for treatment are sufficient for the Medi-Cal Beneficiary to reduce eating disorder behaviors and/or gain weight with outpatient treatment, but has not achieved progress with IOP or outpatient treatment at a twice weekly frequency.
3. If anorexic, restricting and if anorexic or bulimic, bingeing and purging or non-purging behaviors are present for at least three (3) hours every day and are causing significant functional impairment in at least two domains (work/school, family relations, activities).
4. The Medi-Cal Beneficiary has adequate support in their living environment and has access to this level of care.
5. Comorbid psychiatric conditions are stable enough for outpatient treatment and appropriate treatment is being provided to maintain this stability and is not the primary focus of treatment.

B. INTENSITY OF SERVICE (IS) Daily Rate: \$825.00

Must have all of the following services provided to the Medi-Cal Beneficiary:

1. Multidisciplinary treatment provided at least six (6) hours daily/ five (5) days a week.
2. A nutritional assessment is done on admission and if low body weight is a reason for admission then specific dietary intake and target weight goals are identified, with once weekly measurement of weight and daily charting of calorie intake/percentage of dietary intake goals.
3. A treatment plan includes targets of cognitive behavioral skills for controlling restricting for Medi-Cal Beneficiary's with anorexia, which may include supervised meals, and controlling bingeing, purging and non-purging behaviors for Medi-Cal Beneficiary's with anorexia and bulimia, and progress in gaining and utilizing skills is documented.
4. Evaluation by a qualified physician done upon admission and at least weekly visits are documented.
5. Medical and substance use evaluations are either done on admission or if transferring from another intensive level of care, those evaluations are obtained and recommended interventions incorporated into the treatment plan and appropriate interventions are documented as needed.
6. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medi-Cal Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
7. Community supports and resources are identified and the treatment plan includes developing or increasing their use.
8. Family therapy is provided at least once per week for children/adolescents and dependent adults and involvement of family members in groups and educational programs is documented (unless contraindicated).
9. Discharge planning including either development of a new outpatient treatment team or coordination with the existing team.
10. The Medi-Cal Beneficiary resides in a community setting while receiving partial hospitalization services and is not in a 24-hour residential treatment setting. Hours outside of the program are not supervised by any program staff members.
11. The treatment is individualized and not determined by a programmatic timeframe. It is expected that Medi-Cal Beneficiary's will be prepared to receive the majority of their treatment in a community setting.

C. CONTINUED STAY CRITERIA (CS)

Must continue to meet "SI/IS" Criteria and have the following to qualify:

1. Progress is documented but treatment goals have not been reached and continued progress and benefit from treatment is likely as shown by the Medi-Cal Beneficiary's and family's participation, attendance and evidence of motivation and acceptance of treatment recommendations, and if progress is not being achieved then the treatment plan is being adjusted in such a manner as to likely achieve progress or treatment goals are adjusted that are likely to be achieved.

D. LICENSURE REQUIREMENTS

The Partial Hospitalization Program must possess either:

1. Acute Psychiatric Hospital license issued by the State of California Department of Public Health; or
2. General Acute Care Hospital license issued by the State of California Department of Public Health.
3. Other License issued by the State Department of Health Services must be approved by DMH.

PART 4 - EATING DISORDERS INTENSIVE OUTPATIENT PROGRAM (IOP)

- A. Admission Criteria
- B. Intensity of Service
- C. Continued Stay Criteria
- D. Licensure Requirements

A. ADMISSION CRITERIA *(Co-morbid disorders may influence Level of Care)*

SEVERITY OF ILLNESS (SI)

Clinical Findings: Current DSM or ICD-10 Eating Disorder Diagnosis that is consistent with symptoms.

Must have all of the following to qualify:

1. Eating disorder behaviors and body weight are at levels where acute medical intervention is not needed, but without three (3) hour daily structured treatment at least three (3) days a week the Medi-Cal Beneficiary is likely to regress or return to needing a higher level of care.
2. Motivation, self-care skills and recognition of a need for treatment are sufficient for the Medi-Cal Beneficiary to reduce eating disorder behaviors and/or gain weight with outpatient treatment, but has not achieved progress with outpatient treatment up to twice weekly.
3. The Medi-Cal Beneficiary has adequate support in their living environment and has access to this level of care.
4. Comorbid psychiatric conditions are stable enough for outpatient treatment and appropriate treatment is being provided to maintain this stability and is not the primary focus of treatment.

B. INTENSITY OF SERVICE (IS) Daily Rate: \$540.00

Must have all of the following services provided to the Medi-Cal Beneficiary:

1. Services are provided by appropriately licensed clinicians for a minimum of three (3) hours/ three (3) days per week.
2. A nutritional assessment is done on admission and if low body weight is a reason for admission then specific dietary intake and target weight goals are identified, with once weekly measurement of weight and daily charting of calorie intake/percentage of dietary intake goals.
3. A treatment plan includes targets of cognitive behavioral skills for controlling restricting for Medi-Cal Beneficiary's with anorexia, which may include supervised meals, and controlling bingeing, purging and non-purging behaviors for Medi-Cal Beneficiary's with anorexia and bulimia, and progress in gaining and utilizing skills is documented.
4. Medical, psychiatric and substance use evaluations are either done on admission or if transferring from another intensive level of care, those evaluations are obtained and recommended interventions incorporated into the treatment plan and appropriate interventions are documented as needed.
5. Coordination of care with other clinicians, such as the outpatient psychiatrist, therapist, and the Medical Beneficiary's PCP, providing treatment to the Medi-Cal Beneficiary, and where indicated, clinicians providing treatment to other family members, is documented.
6. Community supports and resources are identified and the treatment plan includes developing or increasing their use.
7. Family therapy is provided at least once per week for children/adolescents and dependent adults and involvement of family members in groups and educational programs is documented (unless contraindicated).
8. Discharge planning including either development of a new outpatient treatment team or coordination with the existing team.
9. The treatment is individualized and not determined by a programmatic timeframe. It is expected that Medi-Cal Beneficiary will be prepared to receive the majority of their treatment in a community setting.
10. The Medi-Cal Beneficiary resides in a community setting while receiving partial hospitalization services and is not in a 24-hour residential treatment setting.

C. CONTINUED STAY CRITERIA (CS)

Must continue to meet "SI/IS" Criteria and have the following to qualify:

Benefit from treatment is likely as shown by the Medi-Cal Beneficiary's and family's participation, attendance and evidence of motivation and acceptance of treatment recommendations, and if progress is not being achieved then the treatment plan is being modified in such a manner as to likely achieve progress.

D. LICENSURE REQUIREMENTS

The Intensive Outpatient Program must possess either:

1. Acute Psychiatric Hospital license issued by the State of California Department of Public Health; or
2. General Acute Care Hospital license issued by the State of California Department of Public Health.
3. Other License issued by the State Department of Health Care Services must be approved by DMH.

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:
County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Eating Disorders Services Master Agreement Billing Procedures

This Master Agreement is subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may affect the provisions or funding of this Master Agreement. This Master Agreement is also be subject to any additional restrictions, limitations, or conditions imposed by the federal government, which may affect the provisions or funding for this Master Agreement.

The Department will pay Contractor for eligible services provided under this Master Agreement and in accordance with the terms and conditions of these billing procedures.

- 1.0** As an express condition precedent to Contractor's eligibility for reimbursement under this Master Agreement, Contractor shall:
 - 1.1 Follow all LACDMH Provider Manual, <https://dmh.lacounty.gov/qa/qama/>, Provider Alert procedures and other instructions from the Department.
 - 1.2 Obtain pre-authorization from the Department for client admission to eating disorders services on a weekly or, as needed, basis.
 - 1.3 Submitting correct and complete documentation within timeline required in the Provider Manual.
 - 1.4 Follow all Integrated Behavioral Health Information System (IBHIS) Provider Connect User Manual and Provider Alert procedures. This shall include but are not limited to searching through IBHIS Provider Connect for existing unique client, creating admission episode and diagnosis, creating new unique client profile and other new requirements. Contractor's IBHIS admission entries will be returned to the contractor to have the IBHIS Provider Connect errors fixed via Heat Ticket. IBHIS Provider Connect errors shall include but are not limited to duplicate client creation, wrong admit date, wrong discharge date, wrong number of days requested, wrong Date of birth, wrong Client Index Number (CIN) number, wrong gender and others.
- 2.0** Invoices: Contractor shall submit claims on the Exhibit F, Attachment 4, Invoice Form, for reimbursement by the 15th day of the following month after the month of service. A copy of the Invoice is attached for reference. The Contractor shall subtract any Share Of Cost received from the Contractor's reimbursement amount.
- 3.0** Recovery of Overpayments: When an audit or review performed by County, State and/or federal governments or by any other authorized agency discloses that Contractor has been overpaid under any Work Order executed pursuant to this Master Agreement, the overpayment shall be due by Contractor to County.
 - 3.1 For federal audit exceptions, federal audit appeal processes shall be followed. County recovery of federal overpayment shall be made in accordance with all applicable federal laws, regulations, manuals, guidelines, and directives.
 - 3.2 For State, County and other authorized agency audit and/or review exceptions,

County shall recover the payment from Contractor within 60 days of the date of the applicable audit report or other determination of overpayment. If State recovers the overpayment from County before the end of such 60 days, then County shall immediately recover the overpayment from Contractor. Within 10 days after written notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify County as to which of the following two payment options Contractor requests be used as the method by which the overpayment shall be recovered by County. Any overpayment shall be: (1) paid in one cash payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to exceed 60 days. If Contractor does not so notify County within 10 days or if Contractor fails to make payment of any overpayment to County as required, then the total amount of the overpayment, as determined by the Director of Mental Health (Director), or his designee, shall be immediately due and payable. The Contractor shall respond to the County's request within 30 days of the letter that includes information on the amount and date paid to the indigent client.

- 4.0** Contractor Appeal Procedures: Contractor shall appeal the processing or payment of any of its claims for Eating Disorder Services or the denial of any request for reimbursement of Eating Disorder.
- 5.0** County Audit Settlements: If, at any time during the term of this Master Agreement or at any time after the expiration or termination of this Master Agreement, authorized representatives of County conduct an audit or review regarding the Eating Disorders Services provided hereunder and if such audit or review finds that the dollar liability of County and/or federal governments for such services is less than the payments made by County to Contractor, then the difference shall be due by Contractor to County. Within 30 days after written notification by County to Contractor of any such difference due by Contractor to County, Contractor shall pay County by one cash payment.
 - 5.1** Interest Charges on Delinquent Payments: If Contractor, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under any Work Order Executed pursuant to this Master Agreement within 60 days after the due date, as determined by Director, then Director, in Director's sole discretion and after written notice to Contractor, shall assess interest charges as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first (61st) day after the due date. The interest charges shall be paid by Contractor to County by cash payment upon demand.
- 6.0** Limitation of County's Obligation Due to Non-Appropriation of Funds: Notwithstanding any other provision of this Master Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Master Agreement in County's Budget for each such fiscal year.
- 7.0** Suspension of Payments: Payments to Contractor under this Master Agreement shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Master Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days' notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension.

Thereafter, contractor shall, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

8.0 County's Obligation for Current and Future Fiscal Years: Notwithstanding any other provision of this Master Agreement, this Master Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

9.0 County's Claims Processing Information System:

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

9.2 Notwithstanding any other provision of this Master Agreement, only those services preauthorized by DMH shall be counted as reimbursable services. Contractor shall ensure that all data reported in the County's Claims Processing Information System is accurate and complete. Contractor has responsibility to review all provider reports and to report any discrepancies to County's Claims Processing Information System representatives. Admission data must be entered by Contractor into the County's Claims Processing Information System within 24 hours of the time of admission.

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

9.4 There may be good reasons that prevent Contractor from entering into the County's Claims Processing Information System all data and information documenting days of service before the close of a particular month. If, after the close of the monthly County's Claims Processing Information System reporting period, Contractor desires to enter any data and information documenting services for a particular month, then Contractor shall submit a request in writing setting forth the good cause reasons which prevented Contractor from timely entering such particular data and information into County's Claims Processing and Information System. Director or the Director's designee may, at their sole discretion, approve in writing Contractor's request to enter the data and information into the County's Claims Processing Information System. Notwithstanding any other provision of this Master Agreement, the only services

which shall be considered legitimate and reimbursable shall be those services as entered by Contractor into the County's Claims Processing Information System.

- 9.5 Contractor shall train its staff in the operation, procedures, policies, and all related use, of County's Claim Processing Information System as required by County. County shall train Contractor's designated trainer in the operation, procedures, policies, and all related use of the County's Claims Processing Information System.

COUNTY OF LOS ANGELES
 DEPARTMENT OF MENTAL HEALTH
Eating Disorder Invoice

Exhibit F-4

Provider Name: _____
 Claim Month/Year: _____ 2021 _____

**MAKE CHECK PAYABLE TO:
 ADDRESS:**

MONTH/YEAR OF CHARGE:

No.	CLIENT'S NAME	MIS #	Social Security #	Date Admitted	Svc From	Svc Thru	Level of Care	Days Pre Authorized	Reimbursement Rate	Gross Claim	Less: Share of Cost	Net Claim
							Acute		\$ 1,500.00	\$ -	0.00	\$ -
							Residential		\$ 1,275.00	\$ -		\$ -
							PHP		\$ 825.00	\$ -		\$ -
							IOP		\$ 540.00	\$ -		\$ -
									\$ -	\$ -		\$ -
									\$ -	\$ -		\$ -
	Total							0		-	0.00	-

I hereby certify that the clients listed above were cared for in the above named facility for the periods stated.

Name of the Contractor Staff: _____ Phone Number: _____

Signature: _____ Date: _____
 Administrator/Operator Facility

I hereby certify that, to the best of my knowledge, the above statement is correct in accordance with the law.

Name and Title: _____ (Print or Type Name) _____ Approval Signature
 _____ (Print or Type Title) _____ Facility Name/Provider # _____ Date

DMH Approval	
_____ Signature	_____ Date
_____ Name	_____ Title

Note: PHP (Partial Hospitalization Program)
 IOP (Intensive Outpatient Program)

GLOSSARY OF TERMS AND ACRONYMS

Acute Inpatient Care: Multidisciplinary assessment and Treatment (Tx) plan addressing nutritional, psychological, social, medical and substance abuse needs. Medical and lab tests, including follow up. Treatment by physician 7 days a week, including management of psychiatric medication. Twenty-four (24) hour skilled nursing services provided by RN or LVN. Nutritional plan with identified target weight range and plan to achieve gain of 1 to 2 pounds weekly. Care coordination with other clinicians providing treatment to beneficiary. Discharge planning includes linkage to aftercare services and development of an outpatient treatment plan.

Co-occurring disorders: Substance use disorder, or other physical or developmental disorders as described in the American for Disabilities Act (ADA) in conjunction with a mental health diagnosis.

Contract Providers: Community based providers with LACDMH contracts for the delivery of mental health services and supports. Contract providers offer services throughout the county, and for all ages.

Cultural Competency: The practice of continuous self-assessment and community awareness by service providers to ensure specific needs regarding linguistic, socioeconomic, educational, spiritual and ethnic experiences of consumers and their families/support systems relative to their care.

DMH: Department of Mental Health, County of Los Angeles.

Family members: Includes any person who is in a familial or close personal relationship with someone who has behavioral health issues; including but not limited to: parents, siblings, relatives, other caregivers, and others.

HIPAA: The Health Insurance Portability and Accountability Act (HIPAA) was enacted by the U.S. Congress in 1996. Title II of HIPAA defines numerous offenses relating to health care, and sets civil and criminal penalties for violations thereof. It also creates several programs to control fraud and abuse within the health care system. The most significant provisions of Title II are its Administrative Simplification rules. Title II requires the Department of Health and Human Services (HHS) to draft rules aimed at increasing the efficiency of the health care system by creating standards for the use and dissemination of health care information.

Inpatient Settings: A locked setting, such as Hospitals and Institutes for Mental Disease (IMD), wherein mental health services are provided.

Intensive Outpatient Program (IOP): Service provided by appropriately licensed clinicians for a minimum of 3 hours, 3 days per week. Evaluation by physician is completed upon admission along with weekly visits. Substance use evaluation. TX plan includes targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors. Nutritional assessment, with specific dietary intake and target weight goals. Weekly measurement of weight, charting of calorie intake/percentage of dietary intake goals. Weekly Family Therapy for children/adolescents, family members involved in groups. Care Coordination with other clinicians. Discharge (D/C) plan includes linkage to aftercare services.

Legal Entity: The legal organizational structure under California law.

Partial Hospitalization Program (PHP): Includes multidisciplinary treatment provided at least 6 hours a day, five days a week. Treatment is individualized and not determined by programmatic period. Evaluation by physician upon admission with weekly visits or if transferring from another intensive level of care those evaluations are obtained. Substance use evaluation. Treatment recommendations from these evaluations are integrated into the TX plan. TX plan includes targets of cognitive behavioral skills for controlling food restricting and controlling bingeing, purging and non-purging behaviors. Nutritional assessment completed upon admission, with specific dietary intake and target weight goals. Weekly measurement of weight, charting of calorie intake/percentage of dietary intake goals. Community supports identified as a part of TX plan. Weekly Family therapy for children/adolescents, family members involved in groups and educational programs. Care Coordination with other clinicians. D/C plan includes linkage to aftercare services, development of outpatient TX plan.

Protected Health Information (PHI): Any information about health status, provision of health care, or payment for health care that can be linked to a specific individual. This is interpreted rather broadly and includes any part of a patient's medical record, or payment history.

Public Mental Health System: When used in this document, the phrase *public mental health system* is defined as the County of Los Angeles, Department of Mental Health and its contracted service providers.

Recovery Model: A goal of mental health care in which consumer care is individualized, self-directed and strength based.

Residential Treatment Center (RTC): Includes evaluation by physician or equivalent professional within 72 hours of admission and at least once weekly. Physical exam and lab tests done within 72 hours if not done prior to admission. 24-hour skilled nursing services available on site to manage medical problems. Within 7 days an individualized TX plan completed, including nutritional, psychological, social, medical and substance abuse needs. TX plan consistent with Medi-Cal Beneficiary's language, cognitive, speech and hearing abilities. The majority of treatment provided in a community setting. Treatment includes the following at least once per day each session lasting 60 to 90 minutes: community milieu group therapy; group psychotherapy; activity group therapy; and once weekly individual therapy with a licensed provider. Family supports identified and contacted with weekly participation for adults and twice weekly for children and adolescents. Care Coordination with other clinicians providing treatment. Discharge planning includes linkage to aftercare services, development of an outpatient TX plan.

Resilience: The ability to overcome, cope and/or adjust to significant challenges that present in life.

RFS: Request for Services (RFS) is a solicitation based on proposed solutions in response to a defined need of the County. After evaluation of submitted Proposals, Contracts are recommended for award to the Proposer/Proposers who submits the Proposal deemed to be in the overall best interest of the County, (generally the highest-ranking Proposer). An RFS is used when the county wants to add an additional service to an already existing program or contract agency.

Statement of Work (SOW): Written description of services desired by County for a specific work order.

Threshold Language: The California Department of Mental Health tracks how many people are served in each county in the area of mental health. If a county has 3,000 Medi-Cal consumers that speak a certain language, then that language becomes a “threshold language,” and the county is required to provide services and written materials in that language. Los Angeles County has 13 threshold languages; most counties in California have 1-3 languages. These languages are Armenian, Cambodian/Khmer, Cantonese, English, Farsi, Korean, Mandarin, other- Chinese, Russian, Spanish, Tagalog, Arabic and Vietnamese.

Underserved/Inappropriately Served: Individual diagnosed with a serious mental illness and/or a serious emotional disturbance, however, services are either unavailable or insufficient to address the mental health needs.

Unserved: Individual seeking, but unable to access, mental health services due to the lack of bilingual/bicultural services or other factors both institutional, personal or community referenced.

ELECTROCONVULSIVE THERAPY SERVICES
STATEMENT OF WORK

**Electroconvulsive Therapy (ECT) Services
Statement of Work (SOW)**

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STATEMENT OF WORK (SOW)

INTRODUCTION

The Los Angeles County (LAC or County) Department of Mental Health (DMH or Department), as the Local Mental Health Plan (LMHP), is required to provide, or arrange and pay for, all medically necessary covered Specialty Mental Health Services (SMHS), including Electroconvulsive Therapy (ECT), to Medi-Cal beneficiaries and uninsured clients. ECT is a planned induction of a seizure through electrical means for therapeutic purposes (Title 9 California Code of Regulations (9 CCR § 836 (a))).

1.0 SCOPE OF WORK

Contractor shall provide outpatient ECT services on an as-needed basis, and only to those clients referred and pre-authorized by LACDMH. There is no guaranteed number of referrals.

- 1.1 LACDMH will assess whether clients meet the criteria for ECT to address their included diagnosis. If other less invasive treatments have been ineffective, LACDMH will pre-authorize outpatient ECT services and coordinate treatment with the Managed Care Plan (MCP) for shared clients.
- 1.2 LACDMH is responsible for payment of outpatient ECT psychiatric professional services only. Reimbursement for outpatient ECT psychiatric professional services will only be made for clients referred by LACDMH.
- 1.3 Contractor shall invoice LACDMH only for the outpatient ECT psychiatric professional services. Any other related services (facility fees, anesthesia, etc.) shall be billed directly to the MCP.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 All changes must be made in accordance with Paragraph 8.1, Amendments, of the Master Agreement.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) and maintain a consistently high level of service throughout the term of the Master Agreement. The Plan shall be submitted to LACDMH. The Plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all safety, health and services inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
 - 3.2.1 Record(s) shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

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

4.1 Meetings

Contractor shall attend any meetings that may be scheduled by LACDMH.

4.2 Contract Discrepancy Report (SOW Exhibit F-2)

- 4.2.1 Verbal notification of a Contract discrepancy will be made to Contractor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by LACDMH and the Contractor.
- 4.2.2 LACDMH will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to LACDMH within five workdays, acknowledging the reported discrepancies or presenting contrary evidence.
- 4.2.3 Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to LACDMH within a period mutually agreed upon by LACDMH and the Contractor.

4.3 County Observations

In addition to Departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

A list of definitions can be found in SOW Exhibit F-1-5.

6.0 RESPONSIBILITIES

LACDMH's and the Contractor's responsibilities are as follows:

LACDMH

6.1 Personnel

LACDMH will administer the Master Agreement pursuant to Paragraph 6.0, Administration of Contract - LACDMH. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance of as-needed ECT services.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.1 Amendments.

6.1.4 LACDMH shall send pre-authorization approval for ECT services to the facility via secured email and/or facsimile (fax).

6.2 Intentionally Omitted

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a Project Manager that shall have full authority to act for Contractor on all administrative matters related to the Master Agreement.

6.3.2 Project Manager shall act as a central point of contact with LACDMH.

6.3.3 Project Manager shall have a minimum of one year of experience managing programs for outpatient ECT services.

6.4 Personnel

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

6.4.2 Contractor shall be required to background check their employees as set forth in the Master Agreement, Paragraph 7.5 – Background and Security Investigations.

6.4.3 Prior to commencing work under this SOW and if/when revisions occur, Contractor shall submit to LACDMH its ECT policy and procedures manual.

6.4.4 Contractor is responsible for designating required tasks to the appropriately qualified staff. These responsibilities must be clearly defined in the Contractor's ECT policy and procedure manual.

6.4.5 Contractor shall ensure that the ECT psychiatrist is credentialed and privileged by the facility to perform ECT. Contractor shall provide LACDMH a credentialed and privileged list of ECT psychiatrists upon request.

6.5 Identification Badges

6.5.1 Contractor shall ensure its employees are appropriately identified as set forth in the Master Agreement, Paragraph 7.4 – Contractor's Staff Identification.

6.6 Materials and Equipment

6.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employee(s).

6.7 Training

- 6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

7.0 INTENTIONALLY OMITTED

8.0 INTENTIONALLY OMITTED

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK REQUIREMENTS

Contractor shall provide outpatient ECT services to clients referred by LACDMH, on an as-needed basis.

- 10.1 Referrals – LACDMH will pre-authorize all referrals. Self-referrals or referrals from other entities will not be reimbursed by LACDMH.
- 10.2 Contractor shall provide outpatient ECT Services upon referral and receipt of the following from LACDMH:
1. Signed Informed Consent Form from the client;
 2. The Pre-Treatment Review Committee Statement form; and
 3. Patient's medical records to include treatment history.

10.3. Post-Treatment Review Committees

- 10.3.1 The LACDMH Director, or designee, shall establish a Post ECT Treatment Review Committee (Committee) consisting of providers within the Contractor facility providing ECT (9 CCR § 847 (b)).
- 10.3.2 The Committee shall consist of three psychiatrists and/or neurologists knowledgeable about the treatment and its effect who will verify the appropriateness and need for such treatment (9 CCR § 847 (a), (b)).
- 10.3.3 The Committee shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing (WIC § 5326.55).
- 10.3.4 The Committee shall review all ECT services given in the Contractor's facility on a quarterly basis (9 CCR § 847 (a)).
- 10.3.5 Records submitted to the Committee shall be de-identified, except where disclosure is otherwise authorized by WIC § 5328, et seq. (9 CCR § 847 (b)).

10.3.7 Records compiled by the Committee shall be subject to review in the same manner as are the records of other hospital utilization and audit committees and to other regulations (WIC § 5326.91).

10.3.8 Committee members shall enjoy the same immunities as other persons serving on utilization, peer review, and audit committees of health care facilities (WIC § 5326.91).

10.3.9 Refusal by any facility or physician to submit ECT cases for review shall be reported by the review committee to LACDMH's Director or designee who may take any or all of the actions specified in (9 CCR § 847 (c)).

10.4 Treatment and Duration of ECT

10.4.1 ECT shall be considered excessive if more than 15 treatments are given to a patient within a 30-day period, or a total of more than 30 treatments are given to a patient within a one-year period (9 CCR § 849 (a)).

10.4.2 If, in the judgment of the ECT attending physician, additional ECT that exceed the limits established above are indicated, prior approval must be obtained from LACDMH via email at ED_ECT_Auths@dmh.lacounty.gov (9 CCR § 849 (b)).

10.4.3 Requests for approval shall include the following:

10.4.3.1 Documentation of the diagnosis;

10.4.3.2 The clinical findings leading to the recommendation for the additional treatments;

10.4.3.3 The consideration of other reasonable treatment modalities and the opinion that additional treatments pose less risk than other potentially effective alternative available for the particular patient at the present time; and

10.4.3.4 The maximum number of additional treatments shall be specified.

10.4.4 LACDMH shall act upon any such request within seven days of its receipt and shall document the maximum number of approved additional treatments. All applicable informed consent procedures shall also be followed (9 CCR § 849 (b)).

10.5 Monthly Reporting Requirements

10.5.1 Contractor shall report to LACDMH on the Monthly Report Administered Convulsive Treatments Form (Attachment 3) on a monthly basis for outpatient ECT services performed during the prior month (9 CCR § 838 (b)). The Monthly Report must be on the form established by LACDMH.

10.5.2 When more than one seizure is induced in a single treatment section, each seizure shall be considered a separate treatment for record-keeping and reporting purposes (9 CCR § 836 (a)).

10.5.3 All deaths occurring during the administration of ECT must immediately be reported to the LAC Department of Medical Examiner-Coroner and LACDMH.

10.5.4 If an autopsy is performed, a report of the coroner's findings must accompany the monthly report. If autopsy findings are unavailable, this fact and the reason for this fact must be documented in the monthly report.

11.0 GREEN INITIATIVES

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

11.2 Contractor shall notify LACDMH of Contractor's new green initiatives upon request.

12.0 PERFORMANCE REQUIREMENTS

The Performance Requirements that will be monitored by LACDMH during the term of this Master Agreement are delineated in this SOW and all SOW Exhibits F-1-2 through F-1-6.

All listings of services used as Performance Requirements are intended to be completely consistent with the Master Agreement and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and this SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and this SOW, the meaning apparent in this SOW and all Technical Exhibits will prevail.

Electroconvulsive Therapy Services Master Agreement Billing Procedures

Any funding for Electroconvulsive Therapy (ECT) Services provided through this Master Agreement (MA) are subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may affect the provisions or funding of ECT Services. Any funding for ECT Services provided through this MA are also subject to any additional restrictions, limitations, or conditions imposed by the federal government, which may affect the provisions or funding for ECT Services.

The Department of Mental Health (DMH) will pay Contractor for eligible ECT Services provided under this MA and in accordance with the terms and conditions of these billing procedures.

1.0 In order to receive reimbursement, Contractor shall:

- 1.1 Follow all LACDMH Provider Alerts, procedures, and other instructions from DMH.
- 1.2 Obtain pre-authorization referral from DMH for clients receiving ECT services on an as needed basis.
- 1.3 Submitting correct and complete documentation within timeline required in the LACDMH policies and procedures #200.06.

2.0 Invoices: Contractor shall submit Psychiatrist Services claims for the prior month on Exhibit F-1-4A, Invoice Summary Form and Exhibit F-1-4B Invoice Detail, for reimbursement by the 15th day of the following month after the month of service. The Invoice Summary and Detail forms are attached for reference. The Contractor shall subtract any share of cost received from the Contractor's reimbursement amount. The Invoice Summary indicates the units, rates, share of cost, and net payment. The Invoice Detail indicates the name(s) of client(s), name of psychiatrist, date of service, unit session, rate, share of cost, net payment, etc. Ensure that the forms are completed and signed before submitting to the designated DMH email address. Only psychiatrist services will be reimbursed.

3.0 Recovery of Overpayments: If at any time during the term of this MA, or at any time after the expiration or termination of this MA, an audit or review performed by County, State and/or federal governments or by any other authorized agency discloses that Contractor, in the provision of ECT services, has been overpaid under this MA, the overpayment shall be due by Contractor to County. County will provide Contractor with written notice regarding overpayment, amount due to County and timeframe to pay to County.

3.1 Interest Charges on Delinquent Payments: If Contractor, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under this Master Agreement within a pre-established due date, as determined by Director, then Director, in Director's sole discretion and after written notice to Contractor, may assess interest charges as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on a date as determined by DMH.

4.0 Contractor Appeal Procedures: Contractor may appeal the processing or payment of any of its claims for ECT Services, or the denial of any request for reimbursement of ECT Services.

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

6.0 County's Claims Processing Information System:

- 6.1 Contractor shall participate in the County's Claims Processing Information System (CPIS) as required by Director or designee. Contractor shall report to County all program, beneficiary, staff, and other data and information about Contractor's services, within the specified time periods as required by County Chief Information Office's Training Manuals, Bulletins, Reference Guide, Hospital Provider Manual, Provider Alerts and Updates, and any other County requirements, in no event, no later than 40 calendar days after the close of each fiscal year in which the services were provided.
- 6.2 Notwithstanding any other provision of this MA, only those services preauthorized by DMH shall be counted as reimbursable services. Contractor shall ensure that all data reported in the County's CPIS is accurate and complete. Contractor shall review all provider reports and report any discrepancies to County's CPIS representatives. Admission data must be entered by Contractor into the County's CPIS within 24 hours of the time of admission.
- 6.3 After the close of the monthly County's CPIS reporting period, no data or information relating to services for that month may be added without the written approval of Director or designee.
- 6.4 There may be good reasons that prevent Contractor from entering into the County's CPIS all data and information documenting days of service before the close of a particular month. If, after the close of the monthly CPIS reporting period, Contractor desires to enter any data and information documenting services for a particular month, then Contractor shall submit a request in writing setting forth the good cause reasons which prevented Contractor from timely entering such particular data and information into County's CPIS. Director or designee may, at their sole discretion, approve in writing Contractor's request to enter the data and information into the County's CPIS. Notwithstanding any other provision of this MA, the only services which shall be considered legitimate and reimbursable shall be those services as entered by Contractor into the County's CPIS.
- 6.5 Contractor shall train its staff in the operation, procedures, policies, and all related use, of County's CPIS as required by County. County shall train Contractor's designated trainer in the operation, procedures, policies, and all related use of the County's CPIS.

**INVOICE SUMMARY
PAYMENT REQUEST**

PROVIDER NAME	_____			CLAIM PERIOD	_____
PROVIDER #	_____				
SERVICE TYPE	ECT - Psychiatrist Services Only				
	TOTAL UNIT OF SERVICE	GROSS COST	SHARE OF COST	NET BILLING	
AMOUNT CLAIMED		\$0.00		\$0.00	
ADJUSTMENTS:					
TOTAL CLAIMED	0	\$0.00	\$0.00	\$0.00	

I hereby certify that the clients listed above were cared for in the above named facility for the period stated.

Signature: _____ +
Administrator/Operator
Facilty
Date

I hereby certify that to the best of my knowledge, the above statement is correct in accordance with the law.

Name and Title: _____
Administrator
Approval Signature
Date

FOR INTENSIVE CARE DIVISION (ICD) ADMINISTRATION USE ONLY:

				DATE	_____
ICD ADMINISTRATION APPROVAL SIGNATURE	_____				
	TOTAL UNIT OF SERVICE	GROSS COST	SHARE OF COST	NET BILLING	
APPROVED CLAIM AMOUNT	0	\$0.00	\$0.00	\$0.00	
COMMENTS:	_____				

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

Provider Name _____

Service: Electroconvulsive Treatment (ECT) - Psychiatrist Services Only

(Only Psychiatrist Cost is reimbursable)

MONTH/YEAR OF CHARGE:

Month	Year

CLIENT'S NAME	CIN#	Social Security #	Svc Date	Psychiatrist Name	NPI #	Unit Session	Daily Rate	Total	SOC	Net Claim
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GLOSSARY OF TERMS AND ACRONYMS

Beneficiary: “Patient” or “client” are individuals that are recipients of the services in this contract. These terms may be used interchangeably.

Contractor: Contracted providers with LACDMH for the delivery of ECT mental health services for all ages. The Contractor will bill LACDMH for psychiatrist services and bill Managed Care Plan for the facility cost and the anesthesiologist services.

Cultural Competency: The practice of continuous self-assessment and community awareness by service providers to ensure specific needs regarding linguistic, socioeconomic, educational, spiritual and ethnic experiences of consumers and their families/support systems relative to their care.

Electroconvulsive Therapy (ECT): planned induction of a seizure through electrical means for therapeutic purposes.

Family members: Includes any person who is in a familial or close personal relationship with someone who has behavioral health issues, including but not limited to: parents; siblings; relatives; other caregivers; and others.

Health Insurance Portability and Accountability Act (HIPAA): enacted by the U.S. Congress in 1996. Title II of HIPAA defines numerous offenses relating to health care, and sets civil and criminal penalties for violations thereof. It also creates several programs to control fraud and abuse within the health care system. The most significant provisions of Title II are its Administrative Simplification rules. Title II requires the Department of Health and Human Services (HHS) to draft rules aimed at increasing the efficiency of the health care system by creating standards for the use and dissemination of health care information.

Intensive Care Division (ICD): This is the Division in Los Angeles County Department of Mental Health that has responsibility for contracting related to higher levels of care for Specialty Mental Health Services. This Division will review, authorize, and assist with linking the patient to a contracted ECT provider within the Los Angeles County Department of Mental Health Network.

Local Mental Health Plan (LMHP): Provider of Specialty Mental Health Services (SMHS) to Medi-Cal beneficiaries. The LMHPs are required to provide or arrange for the provision of SMHS to beneficiaries in their counties that meet medical necessity criteria, consistent with the beneficiaries’ mental health treatment needs and goals. In Los Angeles County, the LMHP is the Department of Mental Health.

Managed Care Plan (MCP): Established networks of organized systems of care, which emphasize primary and preventive health care (e.g., LA Care or HealthNet).

Monthly Report Administered Convulsive Treatments Form: Form established by LACDMH for the Contractor to report on a monthly basis ECT services performed during the prior month. (9 CCR § 838 (b)).

Post-Treatment Review Committee: The Contract Hospital shall establish this committee, which consists of three psychiatrists and/or neurologists knowledgeable about the treatment and its effect to verify the appropriateness and need for such treatment (9 CCR § 847 (a),(b)).

Pre-Authorized: Mental Health services that requires pre-authorization from Los Angeles County Department of Mental Health.

Protected Health Information (PHI): Any information about health status, provision of health care, or payment for health care that can be linked to a specific individual. This is interpreted rather broadly and includes any part of a patient's medical record, or payment history.

Public Mental Health System: When used in this document, the phrase *public mental health system* is defined as the Los Angeles County Department of Mental Health and its contracted service providers.

Referrals: LACDMH's official recommendation of Beneficiaries for ECT services that have been preauthorized by LACDMH.

Statement of Work (SOW): Written description of services desired by County for specific services.

Threshold Language: The California Department of Mental Health tracks how many people are served in each county in the area of mental health. If a county has 3,000 Medi-Cal consumers that speak a certain language, then that language becomes a "threshold language," and the county is required to provide services and written materials in that language. Los Angeles County has 13 threshold languages; most counties in California have 1-3 languages. These languages are Armenian, Cambodian/Khmer, Cantonese, English, Farsi, Korean, Mandarin, other- Chinese, Russian, Spanish, Tagalog, Arabic and Vietnamese.

Underserved/Inappropriately Served: Individual diagnosed with a serious mental illness and/or a serious emotional disturbance, however services are either unavailable or insufficient to address the mental health needs.

Unserved: Individual seeking, but unable to access, mental health services due to the lack of bilingual/bicultural services or other factors both institutional, personal or community referenced.

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH



Policy Title: Reporting Electroconvulsive Therapy (ECT) to State Authorities

Policy Number: 300.02

Policy Category:

Distribution Level: 1 & 2

Office Responsible for Review of this Policy: Office of Clinical Operations/Intensive Care Division, Central Authorization Unit

I. PURPOSE

Electroconvulsive Treatment (ECT) is a planned induction of a seizure through electrical means for therapeutic purposes ((9 CCR § 836 (a)).

II. OVERVIEW

This procedure identifies ECT requirements specific for the following categories: voluntary patients, patients under guardianship or conservatorship, involuntary patients, and minors.

This procedure does not describe additional requirements specific to persons eligible for regional center services who may require ECT for mental disorder. For more information on specific requirements to this group, see 17 CCR § 50801 et seq.

III. DEFINITIONS

Director: Director for Los Angeles County Department of Mental Health (LACDMH), the Mental Health Plan for Los Angeles County.

ECT Treating Physician: Physician that provides ECT treatment to patient.

Electroconvulsive Treatment: A planned induction of a seizure through electrical means for therapeutic purposes ((9 CCR § 836(a)).

ICD Consulting Physician: Physician selected from Mental Health Plan to authorize ECT treatment in collaboration with the pre-treatment committee.

Outpatient Consulting Physician: Physician from mental health outpatient clinic referring patient for ECT services.

Outpatient Treating Physician: Physician providing primary mental health services to patient in the outpatient clinic.

Transcranial Magnetic Stimulation (TMS): A noninvasive procedure that uses magnetic fields to stimulate nerve cells in the brain to improve symptoms of depression. TMS is typically used when other depression treatments (medications and psychotherapy) haven't

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH



Policy Title: Reporting Electroconvulsive Therapy (ECT) to State Authorities

Policy Number: 300.02

been effective. This treatment for depression involves delivering repetitive magnetic pulses, TMS doesn't require sedation with anesthesia.

Written Informed Consent: A person knowingly and intelligently, without duress or coercion, clearly and explicitly manifests consent to the proposed treatment to the treating physician and in writing on the standard consent form prescribed in Welfare and Institutions Code (WIC) § 5326.4 and 5326.5(a).

IV. PROCEDURE

Pre-Authorization Requirements:

Inpatient ECT shall not require authorization by the Local Mental Health Plan. However, all patients shall meet Title 9 medical necessity criteria for acute inpatient psychiatric treatment at admission (9 CCR § 1820.205). Inpatient providers are to maintain their own ECT consulting psychiatrists list and provide their own consultants for ECT utilizing their Credentialing and Privileging guidelines.

Outpatient ECT shall require prior authorization. It may be approved under the following circumstances:

- The patient has begun ECT on an inpatient basis and requires continuing treatments, but no longer meets criteria for inpatient care.
- The patient is receiving outpatient services and requires ECT treatment but does not meet criteria for an inpatient admission.
- The patient has sufficient community support for safe outpatient ECT. Support may be provided by the patient's personal resources (such as family and friends) or may be arranged by the outpatient treating psychiatrist or treatment team, such as home health services, if available.

Assessment of Capacity and Informed Consent: Written, informed consent shall be a requirement of ECT. A person shall be deemed to have the capacity to consent or to refuse to consent to ECT if it is determined that such a person has actually understood and can knowingly and intelligently act upon the information specified in 9 CCR § 840 (a).

Understanding of the potential benefits and risks of the proposed treatment is the primary factor in determining such capacity to consent or refuse to consent (9 CCR § 840 (a)).

A person shall not be deemed to lack capacity to consent or refuse consent solely by virtue of any psychiatric or medical diagnosis (9 CCR § 840 (b)).

Only the client may give that consent, unless a Superior Court determines that the client

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lacks capacity, in which case the Superior Court will appoint a responsible relative, conservator or guardian to consider the consent. Consent shall be for a specified maximum number of treatments over a specified maximum period of time not to exceed 30 days. Additional treatments in number or time not to exceed 30 days, shall require a renewed written informed consent (WIC §§ 5236.7 (d), 5326.75 (a)).

Consent shall be revocable by the patient at any time before or between treatments. Such withdrawal of consent may be either oral or written and shall be given effect immediately (WIC §§ 5326.7 (d), 5326.75 (a)).

The outpatient treating physician is required to obtain written informed consent from each patient through use of the standard State Department of Health Care Services Electroconvulsive Treatment Informed Consent Form (DHCS 1800 - Attachment 1).

While the conservator is among those to whom proposed convulsive treatment to a conservatee must be fully explained, the conservator lacks authority to consent to that treatment in the absence of a Superior Court determination that the client is incapable of giving consent. At any time during the course of ECT treatment of a person who has been deemed incompetent, that person shall have the right to claim regained competency. Should he/she do so, the person's competency must be reevaluated, involving the client's attorney, the attending psychiatrist, and the Superior Court as delineated in WIC § 5326.7. For involuntary clients, state regulations require that a review committee of the clients' record by a committee of two physicians, at least one of whom shall have personally examined the client. Involuntary ECT requires both physicians on the review committee to be in agreement with the treating psychiatrist.

Twenty-four hours must pass after the explanation by the psychiatrist of potential risks and benefits of ECT before the consent form may be signed by the client. Written informed consent may be withdrawn by the client (or consenting party) verbally or in writing at any time prior to or between treatments.

Pre-Treatment Review Committee:

When the patient gives written informed consent for ECT after a minimum delay of 24 hours, the treating physician will contact the Mental Health Plan.

The outpatient treating physician is required to complete the Electroconvulsive Treatment, Pre-treatment Review Committee Statement (300.02-Attachment 2) following consultation with outpatient facility staff which may be a DMH Supervising Psychiatrist or any outpatient clinic psychiatrist regarding the need for ECT treatment for patient and submit

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it to LACDMH (WIC § 53267 (b)). The two outpatient psychiatrists must be in agreement regarding ECT service.

The statement will indicate that the treating psychiatrist has reviewed the treatment record of the patient which included the psychiatric history and examination and indicating the reason for the choice of ECT, that all reasonable treatment modalities have been carefully considered, that ECT is definitely indicated, and that ECT is the least drastic alternative available for the patient at the time.

The determination for the need for ECT shall be based on community standard guidelines (usually moderate to severe primary affective disorder):

When not responsive to less intensive forms of treatment (e.g. Transcranial Magnetic Stimulation (TMS)), when the patient is unable to tolerate other forms of treatment, or when the patient's psychiatric illness is so severe that relief of symptoms is medically urgent and documents this in the patient's medical record.

The decision to administer ECT is based on an evaluation of the risks and benefits for the individual patient and involves a combination of factors, including psychiatric diagnosis, type and severity of symptoms, prior treatment history and response, identification of possible alternative treatment options, and consumer preference.

ECT may be considered as a treatment for patients exhibiting syndromes (such as: severe major depression, acute mania, mood disorders with psychotic features, schizophrenia and catatonia) and have shown insufficient improvement with prescribed treatment(s), which usually includes pharmacotherapy. In addition to lack of substantial clinical response, other reasons to use ECT include intolerance to side effects of medication or other treatments, deterioration in condition, or appearance of suicidality or pronounced lethargy. In the context of referral for ECT, patients who have not responded to psychotherapy alone should not be considered as having a treatment resistant mental illness – regardless of diagnosis.

The pre-treatment review committee will include one physician appointed by the outpatient treatment clinic or facility and one shall be appointed by the Director (WIC § 5326.7(b)). The physician selected from the list of board-certified or board-eligible psychiatrists or neurologists is considered "appointed" by the Director. It is the responsibility of each hospital to maintain a list of board-certified or board-eligible psychiatrists or neurologists approved by the Director to provide second opinions regarding suitability of ECT in involuntary situations.

Candidate names for this list must be submitted to the Director along with Curriculum Vitae. Once approved on behalf of the Director, the names will remain active so long as that physician remains a member in entirely good standing, without practice restrictions, at

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the applicable hospital. Additional names may be added from time to time by submitting them to the Director. An email receipt of approval will be considered sufficient evidence that approval has been obtained on behalf of the Director.

A review of the patient's treatment record is conducted by a committee of two physicians, at least one of whom shall have personally examined the patient. Both shall be either board-certified or board-eligible psychiatrist or board-certified or board-eligible neurologist (WIC § 5326.7(b)).

Persons who serve on review committees shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing (WIC § 5326.55).

It shall be the responsibility of the local mental health Director to promulgate a list of physicians eligible to serve as local mental health director appointees to pre-treatment review committees. The facility shall select one physician from the list. The physician selected from this list is considered "appointed by the local mental health Director" (LACDMH).

The review committee must unanimously agree with the treating physician's determinations described in Section 4.3.1 (WIC § 5326.7(b)). Such agreement shall be documented in the patient's treatment record and on the Pre-Treatment Review Committee Statement (Attachment 2) signed by both physicians (WIC § 5326.7(b)).

In addition to making decisions about voluntary ECT, the review committee may review cases related to involuntary treatment.

Once the required documentation has been received by the pre-treatment committee, and case discussion has been completed, a determination will be made regarding treatment authorization for the patient. The required documentation includes:

- Medical Record
- Electroconvulsive Treatment, Pre-Treatment Review Committee Statement (300.02 - Attachment 2)
- Standard State Department of Health Care Services Electroconvulsive Treatment Informed Consent Form (DHCS 1800 - Attachment 1)

The determination will be communicated to the outpatient treating psychiatrist by secure email or by phone message.

The Intensive Care Division (ICD) will assist with linking the patient to a contracted ECT provider within the Los Angeles County Department of Mental Health Network.

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V. SPECIFIC REQUIREMENTS FOR VOLUNTARY PATIENTS and PERSONS WITH CAPACITY

ECT may be provided to a voluntary patient when all of the following conditions are met:

- The attending or treating physician enters adequate documentation in the patient's treatment record of the reasons for the procedure, that all reasonable treatment modalities have been carefully considered, that the treatment is definitely indicated, and is the least drastic alternative available for the patient at the time (WIC § 5236.75 (a)).
Such statements in the treatment record shall be signed by the attending and treating physician or physicians (WIC § 5236.75 (a)).
- The attending physician believes the patient has the capacity to give written informed consent.

VI. REQUIREMENTS FOR PERSONS UNDER GUARDIANSHIP OR CONSERVATORSHIP OR THOSE WHO LACK CAPACITY

ECT may be provided to a patient with guardians or conservators and persons detained under WIC §§ 5150, 5250, 5260, 5270.10 or 5300, when all of the following conditions are met:

- The attending physician enters adequate documentation in the patient's treatment record of the reasons for the procedure, that all reasonable treatment modalities have been carefully considered, that treatment is definitely indicated, and is the least drastic alternative available for this patient at this time (WIC § 5326.7 (a)).
Statements in the treatment record shall be signed by the attending and treating physician or physicians (WIC § 5326.7 (a)).
- A review of the patient treatment record shall be conducted by members of the pre-treatment review committee, two physicians, at least one of whom shall have personally examined the patient. One physician shall be appointed by the facility and one shall be appointed by the local mental health Director. Both shall be either board-certified or board-eligible psychiatrist or board-certified or board-eligible neurologist (WIC § 5326.7 (b)).

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- A responsible relative of the person's choosing and the person's guardian or conservator, if there is one, should be given an oral explanation of the consent by the attending physician (WIC § 5326.7 (c)).

In this context, responsible relatives include the spouse, parent, adult child or adult brother or sister of the person (WIC § 5326.7 (d)).

Should the person desire not to inform a relative or should such a chosen relative be unavailable, this requirement is dispensed with (WIC § 5326.7 (c)).

If the attending physician believes the patient does not have the capacity to give a written informed consent, then a petition shall be filed in Superior Court (Department 95) to determine the patient's capacity to give written informed consent (WIC § 5326.7 (f)).

When WIC § 5326.7 (e) requires a person's attorney to make a determination as to the person's capacity or incapacity to give written informed consent, the attorney shall make an independent judgment of capacity (9 CCR § 840 (c)).

If the attorney believes the patient does not have the capacity to give written informed consent, then a petition shall be filed in Superior Court (Department 95) to determine the patient's capacity to give written informed consent (WIC § 5326.7 (f)).

- If the court determines that the patient does not have the capacity to give written informed consent, the treatment may be performed upon gaining the written informed consent from the responsible relative or guardian or conservator of the patient (WIC § 5326.7 (g)).
- At any time during the course of treatment of a person who has been deemed incompetent, that person shall have the right to claim regained competency. Should the person do so, the person's competency must be reevaluated (WIC § 5326.7 (h)).

VII. REQUIREMENTS FOR MINORS FROM 12 TO 15 YEARS OF AGE

Under no circumstances shall convulsive treatment be performed on a minor under 12 years of age (WIC § 5326.8). Persons 12 through 15 years of age may be administered ECT if all requirements specific to involuntary patients and patients under guardianship or conservatorship have been met, and the following conditions are met:

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- It is an emergency situation and ECT is deemed a lifesaving treatment (WIC § 5326.8 (a)).
- This fact and the need for and appropriateness of the treatment are unanimously certified by a review board of three board-eligible or board-certified child psychiatrists appointed by the local mental health Director.

The treating physician or the facility must contact the LACDMH Intensive Care Division for information on assembling the pre-treatment review board.

Persons who serve on review committees shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing (WIC § 5236.55).

Review board agreement shall be documented in the patient's treatment record and signed by all three physicians (WIC § 5326.7 (b)).

- If substituted consent is authorized by the court, and the minor is not emancipated, the custodial parent or parents or the individual or agency with legal custody, shall be considered the guardian for the purposes of granting or withholding substituted consent (9 CCR § 845(c)).
- ECT is otherwise performed in full compliance with the regulations promulgated by the Director of the State Department of Health Care Services (WIC § 5326.8 (c)).
- The treatment is thoroughly documented and reported immediately to the Director of the State Department of Health Care Services (WIC § 5326.7 (d)).

VIII. REQUIREMENTS FOR MINORS 16 AND 17 YEARS OF AGE

Persons aged 16 or 17 who are voluntary patients may themselves grant or withhold consent for ECT to the same extent as adults who are voluntary patients (9 CCR § 845 (d)).

The oral explanation may not be given without the minor's consent. (Health and Safety Code § 123115(a)).

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Persons aged 16 or 17 who are detained under WIC §§ 5250, 5260, 5270.15, 5300 or 5585.50 are subject to (9 CCR § 845 (B)).

The oral explanation described may not be given without the minor's consent (Health and Safety Code § 1231 51 (a)).

If substituted consent is authorized by the court and the minor is not emancipated, the custodial parent or parents or the individual or agency with legal custody shall be considered the guardian for the purposes of granting or withholding substituted consent (9 CCR § 845 (c)).

Persons aged 16 or 17 who have conservators or court appointed guardians are subject to guidelines for persons under guardianship or conservatorship (9 CCR § 845 (b)).

The oral explanation described in section for person under guardianship or conservatorship may not be given without the minor's consent, (Health and Safety Code § 1231 15 (a)).

IX. POST-TREATMENT REVIEW COMMITTEES

Any facility in which ECT is performed whether on a voluntary or an involuntary patient, shall designate a qualified committee of three psychiatrists and/or neurologists knowledgeable about the treatment and its effect to verify the appropriateness and need for such treatment (9 CCR § 847 (a)).

Persons who serve on review committees shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing (WIC § 5326.55).

The committee shall review all convulsive treatments given in that facility on a quarterly basis (9 CCR § 847 (a)).

If treatments are initiated in a facility and then continued outside that facility, the physician who continues treatments shall report the total number of treatments to the facility. Any such treatments shall be reviewed by the facility's review committee (9 CCR § 847 (a)).

For ECT not included under the previous section (including outpatient programs), the local mental health Director shall approve the establishment of a post ECT treatment review committee by the entity providing ECT (9 CCR § 847 (b)).

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This committee shall consist of three psychiatrists and/or neurologists, and shall meet on a quarterly basis to verify the appropriateness and need for such treatment (9 CCR § 847 (b)).

Persons who serve on review committees shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing (WIC § 5326.55).

Records submitted to these committees shall be de-identified, except where disclosure is otherwise authorized by WIC § 5328 et seq. (9 CCR § 847 (b)).

Records of these committees will be subject to review in the same manner as are the records of other hospital utilization and audit committees and to other regulations as are promulgated (WIC § 5326.91).

Persons serving on review committees described in previous section will enjoy the same immunities as other persons serving on utilization, peer review, and audit committees of health care facilities (WIC § 5326.91).

Refusal by any facility or physician to submit ECT cases for review, shall be reported by the review committees to the Director of State Department of Health Care Services who may take any or all of the actions specified in Section 4.10.2.2 (9 CCR § 847 (c)).

X. TREATMENT AND DURATION OF ECT

ECT shall be considered excessive if more than 15 treatments are given to a patient within a 30-day period, or a total of more than 30 treatments are given to a patient within a one-year period (9 CCR § 849 (a)).

If, in the judgment of the attending physician, more than the above limits are indicated, prior approval must first be obtained from the review committee of the facility whichever is appropriate (9 CCR § 847 (b)). Requests for approval shall include the following:

- Documentation of the diagnosis;
- The clinical findings leading to the recommendation for the additional treatments;
- The consideration of other reasonable treatment modalities and the opinion that additional treatments pose less risk than other potentially effective alternatives available for the particular patient at the present time; and
- The maximum number of additional treatments shall be specified.

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The review committee shall act upon any such request within seven days of its receipt and shall document the maximum number of approved additional treatments. All applicable informed consent procedures shall also be followed (9 CCR § 847 (b)).

XI. STATE REPORTING REQUIREMENTS

Quarterly, any such facility that has performed ECT during the prior quarter, or that considers ECT a part of the facility's program, shall report to the local mental health Director. These reports shall be made regardless of whether or not any of these treatment methods were used during the quarter (9 CCR § 838 (b)).

The local mental health Director shall transmit reports received to the Director of the State Department of Health Care Services, or to the office designated by the Director, by the last day of the month following the end of the quarter (9 CCR § 838.8).

Likewise, any physician who considers ECT a service that he/she provides, and whose use of ECT is not included in any facility's report, must submit a quarterly report to the local mental health Director even if such treatment was not administered during that particular quarter (9 CCR § 838 (b)).

The local mental health Director shall transmit copies of all quarterly reports received to the Director of the State Department of Health Care Services, or to the office designated by the Director, by the last day of the month following the end of the quarter (9 CCR § 838.3).

When more than one seizure is induced in a single treatment section, each seizure shall be considered a separate treatment for records-keeping and reporting purposes (9 CCR § 836 (a)).

Quarterly, the Director of Health Care Services shall forward to the Medical Board of California any records or information received from the quarterly ECT reports indicating violation of the law and the regulations that have been adopted thereto (WIC § 5326.15(c)).

XII. LOCAL REPORTING REQUIREMENTS

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All ECTs performed in Los Angeles County must be reported on the Monthly Report Administered Convulsive Treatments Form (Attachment 3) on a monthly basis to the Director of the local Department of Mental Health (DMH).

Monthly reports must be submitted on forms promulgated by the Director of DMH.

All deaths occurring during the administration of ECT must be immediately reported to the Los Angeles County Department of Medical Examiner-Coroner.

If an autopsy is performed, a report of the coroner's findings should accompany the monthly report.

If autopsy findings are unavailable, this fact and the reason for this fact must be documented in the monthly report.

XIII. VIOLATION OF STATUTORY REQUIREMENTS

Any alleged or suspected violation of an individual's statutory rights related to ECT shall be investigated by the local Director of mental health or designee. Violations of requirements shall also be investigated by the Director of the State Department of Health Care Services or designee (WIC § 5326.9 (a)).

If it is determined by the local Director of Mental Health or the Director of the State Department of Health Care Services that a right has been violated, a formal notice of violation shall be issued (WIC § 5326.9 (a)).

Upon issuing a notice of violation, either the local Director of Mental Health or the Director of Health Care Services may take any or all of the following actions:

- Assign a specified time period during which the violation shall be corrected (WIC § 5326.9 (b) (1)).

Refer the matter to the Medical Board of California or other professional licensing agency (WIC § 5326.9 (b) (2)).

Revoke a facility's designation and authorization under WIC § 5404 to evaluate and treat persons detained involuntarily (WIC § 5326.9 (b) (3)).

Refer any violation of law to a local district attorney or the Attorney General for prosecution in any court with jurisdiction (WIC § 5326.9 (b) (4)).

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- A facility, clinic, or physician who fails to submit the reports by the 15th of the month following completion of the quarter, shall be notified by the local Mental Health Director of the legal obligation to submit these reports (9 CCR § 838.2).

Failure to comply within 15 days after such notification shall be reported to the Director of the State Department of Health Care Services who may take any or all of the actions specified in Section 4102.2 (9 CCR § 838.2).

XIV. AUTHORITIES

[California Welfare and Institutions Code Sections 5150 to 5404](#)

[California Health and Safety Code Section 123115 \(a\)](#)

[California Code of Regulations Title 9 Sections 835 to 849](#)

[California Code of Regulations Title 17 Sections 50801 et seq.](#)

XV. ATTACHMENTS

1. [Informed Consent Form for Electroconvulsive Treatment \(DHCS 1800\) \(English and Spanish Versions\)](#)
2. [Electroconvulsive Treatment Pre-Treatment Review Committee Statement](#)
3. [Monthly Report of Administered Convulsive Treatments](#)

XVI. RESPONSIBLE PARTY

Los Angeles County Department of Mental Health (LACDMH)
Intensive Care Division (ICD)
Medical Director

XVII. SIGNATURE, TITLE, and DATE OF APPROVAL

Name/Title

Date

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____, (the “Contractor”), certify that on County Contract _____ [ENTER CONTRACT NUMBER AND NAME]:

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR: _____ Contract No.: _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR _____ Contract No.: _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)



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

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

Part 1. Applicant/Vendor Information

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

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

If Non-Profit Organization, Please check this Box
 Does any person have an ownership or controlling interest of 5% or more in the entity?
 NO (If No, please sign below) YES (If yes, please completed A, B, C, D and sign below)

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. Add additional disclosures on back of form.

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

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Add additional disclosures on back of form.

No Yes (If yes, please complete below)

Name	Add Name	Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Add additional disclosures on back of form.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Add additional disclosures on back of form.

No (if No, please sign below) Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	% Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

Signature of Provider/Authorized Representative/Agent (Stamped signatures NOT accepted)	Title	Date
Print Name	Telephone Number	



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

ADDENDUM INFORMATION FOR ADDITIONAL OWNERSHIP/CONTROLLING DISCLOSURE OWNERSHIP, INDIRECT OWNERSHIP, AND MANAGING EMPLOYEE INTEREST

PLEASE COMPLETE A, B, C, D AND SIGN BELOW
Continued from Page 1.

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more.

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

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Continued from Page 1.

No Yes (If yes, please complete below)

Name	Add Name	Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Continued from Page 1.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Continued from Page 1.

No (if No, please sign below) Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	% Interest

Provider Statement

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

Signature of Provider/Authorized Representative/Agent (Stamped signatures NOT accepted)	Title	Date
Print Name	Telephone Number	

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Sample Contract Paragraph 9.10 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official (Official Name) _____
Please print name

Signature of authorized official _____ Date _____

ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

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

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

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

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

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

Name of authorized official (Official Name) _____
Printed name

Signature of authorized official _____ Date _____

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
MASTER AGREEMENT - EATING DISORDER SERVICES
ATTACHMENT II

	CONTRACTOR	HEADQUARTER ADDRESS	HEADQUARTERS' SUPERVISORY DISTRICT	SUPERVISORY DISTRICT FOR SERVICE DELIVERY
1	Reasons at BHC Alhambra Hospital, Inc.	4619 N. Rosemead Blvd., Rosemead, CA 91770	1	All
2	Bright Heart Health, Inc.	2960 Camino Diablo, STE 105, Walnut Creek, CA 94597	Out of County	All