



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

Connie D. Draxler, M.P.A.
Acting Chief Deputy Director

May 07, 2024

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

47 MAY 7, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

**APPROVAL TO EXECUTE INDIVIDUAL AND GROUP PROVIDER OUTPATIENT SPECIALTY
MENTAL HEALTH SERVICES CONTRACTS FOR FISCAL YEARS 2024-25 THROUGH 2028-29
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute Individual and Group Provider Outpatient Specialty Mental Health Services Contracts for Fiscal Years 2024-25 through 2028-29.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute Individual and Group Provider Outpatient Specialty Mental Health Services contracts, substantially similar to Attachment I (contract), with 154 providers, as listed in Attachment II, for a term effective July 1, 2024 through June 30, 2029, with the option to extend for one additional fiscal year, for the provision of outpatient specialty mental health services. The total funding is \$69,149,932, funded by State and County General Funds. The individual and group provider contracts do not have a total contract amount and are reimbursed based on rates.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute future contracts, substantially similar to Attachment I with other qualified individual or group providers through June 30, 2029, who have been credentialed by the Department of Mental Health (DMH) acting as the Mental Health Plan (MHP), provided that: a) sufficient funds are available; and b) DMH notifies your Board and Chief Executive Office (CEO) in writing of such new contracts.
3. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments

to the contracts in Recommendations 1 and 2: to extend the term for one additional fiscal year as needed, revise the boilerplate language; modify or replace the existing Statement of Work (SOW); increase the rates as required to remain in compliance with State requirements; modify/approve waivers for certain liability insurance requirements on a case-by-case basis; and/or reflect federal, State, and County regulatory and/or policy changes provided that: a) sufficient funds are available; and b) the amendments are subject to the prior review and approval as to form by County Counsel, and the CEO Risk Management Division, as appropriate, with written notification to the Board and CEO.

4. Delegate authority to the Director, or designee, to terminate the contracts described in Recommendations 1 and 2, in accordance with the termination provisions, including Termination for Convenience. The Director, or designee, will provide written notification to your Board and CEO of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval is required to execute contracts with 154 credentialed individual and group providers currently providing outpatient specialty mental health services to eligible Medi-Cal members whose contracts are expiring on June 30, 2024.

The execution of these contracts will ensure compliance with the agreement between the California Department of Health Care Services (DHCS) and DMH, whereby DMH will perform the role as the MHP to provide outpatient specialty mental health services to all eligible Medi-Cal members in Los Angeles County within the scope of services defined in the contract between DMH and DHCS.

Board approval of Recommendation 1 will allow DMH to execute contracts with 154 Individual and Group providers, for a term effective July 1, 2024 through June 30, 2029.

Board approval of Recommendation 2 will allow DMH to execute future contracts with other qualified individual and group providers that meet the credentialing requirements through June 30, 2029.

Board approval of Recommendation 3 will allow DMH to execute future amendments to the contracts, including modification or approve waivers for certain liability insurance requirements on a case-by-case basis, extend the term for one additional fiscal year, revise the boilerplate, modify or replace the existing SOW, and increase rates.

Board approval of Recommendation 4 will allow DMH to terminate the contract in accordance with the contract's termination provisions, including Termination for Convenience. The Director, or designee, will notify your Board and CEO, in writing, of such termination action.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's North Star 1, Make Investments that Transform Lives – Healthy Individuals and Families.

FISCAL IMPACT/FINANCING

For Fiscal Years (FYs) 2024-25 through 2028-29, the total cost is \$69,149,932, funded by State and

County General Funds. Sufficient appropriation is included in DMH's FY 2024-25 Recommended Budget. Funding for future fiscal years will be requested through DMH's annual budget request process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Welfare and Institutions Code Section 14712 directs the State to implement and administer Managed Mental Health Care for eligible Medi-Cal residents of the State of California. Section 14712 requires a contractual agreement between the State and the County for the County to operate as the MHP responsible for the delivery of outpatient specialty mental health services to the County's eligible Medi-Cal member population. Through the MHP Agreement, DMH agrees to operate as the MHP for Los Angeles County.

On October 18, 2022, your Board authorized DMH to enter into an agreement with the DHCS, for the period of July 1, 2022 through June 30, 2027, whereby DMH will act as the MHP to provide outpatient specialty mental health services to all Medi-Cal members in Los Angeles County within the scope of services defined in said agreement.

State regulations require that the County maintain a network of providers that is sufficient in number, includes a mix of mental health clinical discipline types, and geographic distribution to meet the outpatient specialty mental health needs of the eligible members that will be served by the MHP. Therefore, DMH must contract with psychiatrists, psychologists, Licensed Clinical Social Workers, and Licensed Marriage Family Therapists who provide outpatient specialty mental health services to eligible Medi-Cal members. Additionally, contracts are required between DMH and Registered Nurses who either have a master's degree in psychiatric/mental health nursing and are board-certified as a clinical nurse specialist or have a master's degree in nursing, master's degree in a related field or a graduate degree in nursing and are certified as a nurse practitioner that provides outpatient specialty mental health services to eligible Medi-Cal members. The individual and group providers provide services to members within the community, including their offices, residential treatment facilities, skilled nurse facilities, and group home settings. All providers must be credentialed and will be offered contracts, and upon signing the contracts, they will be enrolled in the MHP Provider Network.

The individual and group providers are reimbursed by the MHP under the rules and guidelines established by the California Advancing and Innovating Medi-Cal payment reform effective July 1, 2023. The rates, along with appropriate monitoring, will ensure quality of service rendered by these individual and group providers delivering outpatient specialty mental health services. The rates are based on the service duration unit, and the discipline of the provider rendering the service in Los Angeles County.

Execution of these individual and group providers contracts will ensure compliance with the MHP agreement with California DHCS and will also allow DMH to continue its provision of outpatient specialty mental health services through its network of qualified individual and group providers.


Attachment I is the Individual and Group Provider Outpatient Specialty Mental Health Services contract that has been approved as to form by County Counsel.

Attachment II lists all the credentialed individual and group providers with which DMH intends to enter into a contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to continue to provide outpatient specialty mental health services to eligible Medi-Cal members throughout Los Angeles County.

Respectfully submitted,

Handwritten signature of Lisa H. Wong, Psy.D. in cursive script.

LISA H. WONG, Psy.D.

Director

LHW:CDD:KN:SK:DO:atm

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel



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

CONTRACTOR

**DEPARTMENT OF MENTAL HEALTH
INDIVIDUAL AND GROUP PROVIDER OUTPATIENT SPECIALTY MENTAL
HEALTH SERVICES CONTRACT**

Contract Number

Provider Number

Contractor Headquarters Address

Vendor Number

Contractor Headquarters' Supervisorial District _____

Contractor Headquarters' Service Area _____

Mental Health Supervisorial District(s) _____

Mental Health Service Area(s) _____

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	3
2.1 Definitions/Headings:	3
3.0 WORK	3
3.1 Requirements of the Contractor	3
3.2 Non-Claimable Services.....	3
3.3 Description of Services/Activities	4
3.4 Maintenance Standards for Service Delivery Sites	5
3.5 Nondiscrimination in Services	5
3.6 Patients'/Clients' Rights.....	6
3.7 Reporting of Patient/Client Abuse and Related Personnel Requirements.....	7
3.8 Staffing.....	8
3.9 Staff Training and Supervision	9
3.10 Program Supervision, Monitoring and Review	10
3.11 Reports.....	11
4.0 TERM OF CONTRACT	12
4.1 Term.....	12
5.0 FINANCIAL PROVISIONS	12
5.1 Reimbursement:.....	12
5.2 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	13
6.0 ADMINISTRATION OF CONTRACT - COUNTY	13
6.1 County's Department of Mental Health Administration	13
6.2 Director of Mental Health.....	13
6.3 Contract Project Manager	14
6.4 Contract Project Monitor.....	14
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	14
7.1 Contractor's Administration	15
7.2 Contractor's Project Manager.....	15
7.3 Approval of Contractor's Staff	15

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
7.4 Contractor’s Staff Identification	15
7.5 Background and Security Investigations	16
7.6 Confidentiality.....	16
8.0 STANDARD TERMS AND CONDITIONS	18
8.1 Amendments.....	18
8.2 Assignment and Delegation/Mergers or Acquisitions	18
8.3 Authorization Warranty.....	19
8.4 Budget Reductions.....	19
8.5 Complaints	20
8.6 Compliance with Applicable Laws	21
8.7 Compliance with Civil Rights Laws.....	22
8.8 Compliance with the County’s Jury Service Program.....	22
8.9 Conflict of Interest	24
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	25
8.11 Consideration of Hiring GAIN /START Participants.....	25
8.12 Contractor Responsibility and Debarment.....	25
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law	28
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	28
8.15 County’s Quality Assurance Plan	29
8.16 Damage to County Facilities, Buildings or Grounds.....	32
8.17 Employment Eligibility Verification.....	32
8.18 Counterparts and Electronic Signatures and Representations.....	33
8.19 Fair Labor Standards	33
8.20 Force Majeure	33
8.21 Governing Law, Jurisdiction, and Venue.....	34
8.22 Independent Contractor Status	34
8.23 Indemnification	35
8.24 General Provisions for all Insurance Coverage.....	35

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.25 Insurance Coverage.....	40
8.26 Liquidated Damages	42
8.27 Most Favored Public Entity.....	44
8.28 Nondiscrimination and Affirmative Action.....	44
8.29 Non-Exclusivity.....	46
8.30 Notice of Delays	46
8.31 Notice of Disputes	46
8.32 Notice to Employees Regarding the Federal Earned Income Credit.....	46
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	46
8.34 Notices	47
8.35 Prohibition Against Inducement or Persuasion.....	47
8.36 Public Records Act.....	47
8.37 Publicity.....	48
8.38 Record Retention and Inspection-Audit Settlement.....	49
8.39 Recycled Bond Paper	55
8.40 Subcontracting	55
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	56
8.42 Termination for Convenience	56
8.43 Termination for Default.....	57
8.44 Termination for Improper Consideration.....	58
8.45 Termination for Insolvency	59
8.46 Termination for Non-Adherence of County Lobbyist Ordinance	60
8.47 Termination for Non-Appropriation of Funds	60
8.48 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	60
8.49 Time Off for Voting	61
8.50 Validity.....	61
8.51 Waiver	61
8.52 Warranty Against Contingent Fees	61

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.53 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	62
8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking	62
8.55 Compliance with Fair Chance Employment Hiring Practices.....	62
8.56 Compliance with the County Policy of Equity	63
8.57 Prohibition from Participation in Future Solicitation(s).....	63
8.58 Injury and Illness Prevention Program	63
9.0 UNIQUE TERMS AND CONDITIONS	63
9.1 Third Party Beneficiaries	63
9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)	64
9.3 Contractor Protection of Electronic County Information	68
9.4 Technology Requirements	69
9.5 Contractor’s Charitable Activities Compliance.....	69
9.6 Data Destruction	70
9.7 INTENTIONALLY OMITTED	71
9.8 INTENTIONALLY OMITTED	71
9.9 INTENTIONALLY OMITTED	71
9.10 Air or Water Pollution Requirements:.....	71
9.11 Contractor’s Exclusion From Participation in a Federally Funded Program	71
9.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions (45 C.F.R. Part 76).....	73
9.13 Restrictions On Lobbying	74
9.14 Disclosures.....	74
9.15 Certification of Drug-Free Work Place.....	74
9.16 Purchases.....	74
10.0 Survival.....	77

TABLE OF CONTENTS

PARAGRAPH

PAGE

Contract Exhibits:

A	Statement of Work
B	Payment Provisions
C	Intentionally Omitted
D	County's Administration
E	Contractor's Administration
F	F-1, F-2, F-3 Acknowledgment of Confidentiality Agreement(s)
G	Safely Surrendered Baby Law
H	Intentionally Omitted
I	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
J	Charitable Contributions Certification
K	Attestation Regarding Information Security Requirements
L	Definitions
M	Attestation Regarding Federally Funded Programs
N	Ownership/Controlling Interest Disclosure
O	Certification on Medi-Cal Claim

DEPARTMENT OF MENTAL HEALTH

This Contract (“Contract”) made and entered into on [Click or tap here to enter text.](#) by and between the County of Los Angeles, hereinafter referred to as “County” and [Click or tap here to enter text.](#), hereinafter referred to as “Contractor”. Contractor is located at [Click or tap here to enter text.](#).

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing Outpatient SMHS; and

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify for certain Outpatient SMHS contemplated and authorized by the Bronzan-McCorquodale- Act, California Welfare and Institutions Code (WIC) Section 5600 et seq.; and

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

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

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

California Code of Regulations (CCR); 45 Code of Federal Regulations (CFR) Parts 160 and 164 and WIC Section 5328 et seq.; 42 CFR section 455.104, California Department of Health Care Services (DHCS) Mental Health Plan Contract; Los Angeles County Department of Mental Health (DMH) Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; State's Cost and Financial Reporting System Instruction Manual; Federal Office of Management and Budget (OMB) Uniform Guidance, Subpart E: Cost Principles and Subpart F: Single Audit Requirement; County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by DHCS; and

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

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

1.0 APPLICABLE DOCUMENTS

- 1.1 Entire Contract: The body of this Contract, all exhibits, Statement of Work (SOW) and Payment Provisions attached hereto and incorporated herein by reference, for this Contract, as approved in writing by the Director, including any addenda thereto as approved in writing by the Director, which are incorporated herein by reference but not attached, will constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract Exhibits, or between Exhibits, such conflict or inconsistency must be resolved by giving precedence first to the terms and conditions of the Contract, and then to the Exhibits according to the following priority:

Exhibit A – Statement of Work

Exhibit B – Payment Provisions

Exhibit D – County's Administration

Exhibit E – Contractor's Administration

- Exhibit F – Forms Required at the Time of Contract Execution
- Exhibit G – Safely Surrendered Baby Law
- Exhibit I – Business Associate Agreement under the Health Insurance Portability Act of 1996 (HIPAA)
- Exhibit J – Charitable Contributions Certification
- Exhibit K – Attestation Regarding Information Security Requirements
- Exhibit L - Definitions
- Exhibit M – Attestation Regarding Federally Funded Program
- Exhibit N – Ownership/Controlling Interest Disclosure
- Exhibit O – Certification on Medi-Cal Claim

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

2.0 DEFINITIONS

Definitions/Headings

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit L (Definitions) - lists words and their definitions as used herein.

3.0 WORK

3.1 Requirements of the Contractor

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

3.2 Non-Claimable Services

3.2.1 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract or in the SOW, the same will be deemed a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

3.3 Description of Services/Activities

3.3.1 Contractor must provide those Outpatient SMHS identified on the SOW attached to this Contract for this Contract, as approved in writing by the Director. The quality of services provided by Contractor must be the same regardless of the patient's/client's ability to pay or source of payment.

3.3.2 Contractor will deliver services to new patients/clients to the extent that funding is provided by County. Where Contractor determines that services to new patients/clients can no longer be delivered, Contractor shall notify DMH as soon as it is known that criteria are met to no longer accept new clients in accordance with DMH Policy 302.14. Contractor will also thereafter make referrals of new patients/clients to County or other appropriate agencies in accordance with DMH Policy 302.14.

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

3.3.4 Contractor may provide Outpatient SMHS claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services.

3.3.5 Contractor must be eligible to provide Outpatient SMHS claimable under Medi-Cal. In order to provide claimable Outpatient SMHS, a provider must be credentialed and

contracted with the County to provide Medi-Cal Outpatient SMHS.

3.4 Maintenance Standards for Service Delivery Sites

Contractor must ensure that all locations where services are provided under this Contract are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) will include a review of compliance with this Paragraph 3.4.

3.5 Nondiscrimination in Services

3.5.1 Contractor will not discriminate in the provision of services hereunder because of race and/or ethnicity, spirituality or religious affiliation, nationality, ancestry, gender identity, gender expression, age, marital or living partnership status, sexual orientation, physical and/or intellectual disability(ies), mental health condition(s), or medical condition(s) (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 3.5.1, discrimination in the provision of services includes, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor will take affirmative steps to ensure that those persons who qualify for services under this Contract are provided services without regard to ability to pay or source of

payment or cultural background inclusive of race and/or ethnicity, spirituality or religious affiliation, nationality, ancestry, preferred language, literacy, communication needs, gender identity, gender expression, age, marital or living partnership status, sexual orientation, physical and/or intellectual disability(ies), mental health condition(s), or medical condition(s).

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

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

3.6 Patients'/Clients' Rights

Contractor must comply with all applicable patients'/clients' rights Provisions including, but not limited to, WIC Section 5325 et seq. CCR Title 9, Section 850 et seq.; CCR Title 22; and DMH Policy 201.01. Further, Contractor must comply with all patients'/clients' Rights policies provided by County. County Patients' Rights Advocates must be given access by Contractor to all patients/clients, Patients'/clients' records, and Contractor's personnel in order to Monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

3.7 Reporting of Patient/Client Abuse and Related Personnel Requirements

3.7.1 Elders and Dependent Adults Abuse: Contractor must comply with WIC Section 15600 et seq. and will report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Section 15630, and permitted by Sections 15631 and 15632. Contractor and all persons employed by Contractor must make the report on such abuse, and will submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

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

3.7.3 Reporting of Clinical Events: Contractor will comply with [California Evidence Code Section 1157\(e\), California Government Code Section 6254\(c\), and California Welfare and Institutions Code Section 5328 in reporting via Safety Intelligence and Clinical Events Reports as required by DMH Policy 303.05 Reporting of Clinical Events Involving Clients.](#)

3.7.4 Contractor Staff:

- 3.7.4.1 Contractor will ensure that, prior to commencing employment and as a prerequisite to that employment, any person who enters into employment as a care custodian of elders, dependent adults, or minor children, or who enters into employment as a health or other practitioner, must sign, on a form provided by Contractor in accordance with the above code sections, a statement to the effect that such person has knowledge of, and will comply with, these code sections.
- 3.7.4.2 Contractor will ensure that clerical and other non-treatment staff who are not legally required to report suspected cases of abuse consult with mandated reporters upon suspecting any abuse.
- 3.7.4.3 For the safety and welfare of elders, dependent adults, and minor children, Contractor will, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and will not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.
- 3.7.4.4 Contractor will not employ or continue to employ any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

3.8 Staffing

- 3.8.1 Throughout the term of this Contract, Contractor will staff its operations so that staffing approximates the type and number indicated in this Contract and as required by WIC and CCR.
 - 3.8.1.1 Staff providing services under this Contract must be qualified and must possess all appropriate licenses in accordance with WIC Section 5751.2 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, Los Angeles County DMH Organizational

Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, California DHCS Behavioral Health Notices, and must only function within the scope of practice as dictated by licensing boards/bodies and Policy 600.08.

- 3.8.1.2 If, at any time during the term of this Contract, the Contractor has a number of vacant staff positions that would impair its ability to perform any services under the Contract, Contractor will promptly notify Director, or designee, of such vacancies.
- 3.8.1.3 At all times during the term of this Contract, Contractor must have available, and must provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, language capability(ies), and experience, who are providing any services under this Contract.

3.9 Staff Training and Supervision

- 3.9.1 Contractor must institute and maintain an in-service training program of treatment review and case conferences in which all its professional, paraprofessional, intern, student, and clinical volunteer personnel must participate.
- 3.9.2 Contractor must institute and maintain appropriate supervision of all persons providing services under this Contract with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with Departmental clinical supervision policy.
- 3.9.3 Contractor must provide mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) and Sexual Harassment, and for the training of all appropriate staff on the Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services, and other State and County policies and procedures

as well as any other matters that County may reasonably require.

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

3.10 Program Supervision, Monitoring and Review

3.10.1 Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder must be provided by Contractor under the general supervision of Director. Director will have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served.

3.10.2 Upon receipt of any contract monitoring report pertaining to services/activities under this Contract, Contractor must respond in writing to person(s) identified and within the time specified in the contract monitoring report. Contractor will, in its written response, either acknowledge the reported deficiencies or present additional evidence to dispute the findings. In addition, Contractor must submit a plan for immediate correction of all deficiencies.

3.10.3 In the event of a State audit of this Contract, if State auditors disagree with County's official written instructions to Contractor in its performance of this Contract, and if such audit results in a State disallowance of any of Contractor's costs hereunder, then County will be liable for Contractor's disallowed costs as determined by State.

3.10.4 To ensure compliance with this Contract and for any other reasonable purpose relating to performance of this Contract, and subject to the provisions of State and federal law, authorized County, State, and/or federal representatives and designees will have the right to enter Contractor's premises (including all other places where duties under this Contract are being performed), with or without notice, to: inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Contract; and elicit information regarding the performance of this

Contract or any related work. The representatives and designees of such agencies may examine, audit, and copy such records at the site at which they are located. Contractor must provide access to facilities and must cooperate and assist County, State, and/or federal representatives and designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or federal representatives and designees within three (3) business days.

3.11 Reports

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

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

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

3.11.3 County Claims Processing Information System:

- (1) Notwithstanding any other provision of this Contract, only units of service submitted by Contractor into the County's claims processing information system will be counted as delivered units of service.
- (2) Notwithstanding any other provision of this Contract, the only units of service which will be considered valid and reimbursable will be those units of service that are submitted by Contractor into the County's claims processing information system by the County's year-end cutoff date in

accordance with the terms of this Contract and its exhibits thereto, including but not limited to Exhibit B (PAYMENT PROVISIONS), and which are not voided, replaced and/or denied for any reason, except due to the fault of the County. Notwithstanding any other provision of this Contract, claims entered into the County's claim processing information system must be attributed to a specific Funded Program and Subprogram based upon the plan identified by Contractor when submitting the claim into the County's claims processing information system.

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

4.0 TERM OF CONTRACT

4.1 TERM:

- 4.1.1 The term of this Contract will commence on July 1, 2024, and will continue in full force and effect through June 30, 2029, with an option to extend for one additional fiscal year at the sole discretion of the Director.
- 4.1.2 The County maintains databases that track/monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.
- 4.1.4 The Contractor will notify DMH when this Contract is within six months of the expiration of the term as provided for above. Upon occurrence of this event, the Contractor will send written notification to the DMH at the address provided in Exhibit D (County's Administration).

5.0 FINANCIAL PROVISIONS

5.1 Reimbursement:

Reimbursement: In consideration of services and/or activities provided by Contractor, County will reimburse Contractor in the amount and manner described in Exhibit B (PAYMENT PROVISIONS) attached hereto and incorporated by reference.

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

- 5.2.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.2.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.2.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.2.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DMH will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Department of Mental Health Administration

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 Director of Mental Health

6.2.1 The role of the Director includes:

- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation

to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2.1.2 Designating one or more persons to act as their designee for the purposes of administering this Contract. Therefore “Director” will mean “Director and/or designee.”

6.2.1.3 Upon request of the Contractor, providing direction to the Contractor, as appropriate, in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 Contract Project Manager

6.3.1 The role of the Contract Project Manager is authorized to include:

6.3.1.1 Meeting with the Director or designee on an as needed basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3.2 The Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 Contract Project Monitor

6.4.1 The role of the County’s Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Contract Project Monitor reports to the Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Contract Project Manager or County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification (ID) badge.

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

7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return staff's County ID badge to the County on the next business day after the staff has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return a staff's County ID badge to the County on the next business day after the

staff has been removed from working on the County's Contract.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether 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 removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor must 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 must 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, and agents 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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 must inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor will sign and adhere to the provisions of the Exhibit F-1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 Contractor will require all Contractor employees and non-employees performing services under this Contract, to sign and adhere to the provisions of Exhibits F-2 and F-3 (Contractor Acknowledgement and Confidentiality Agreement). Such Acknowledgments will be executed by each such employee and non-employee, including sub-contractors and must be made available within three business days upon DMH request but in no event later

than the date such employee first performs services under this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1 For any change which affects the SOW, Contract Term, Payment Provisions, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by DMH Director or designee.

8.1.1 The Los Angeles County Board of Supervisors (Board) or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by DMH Director or designee.

8.1.2 The DMH Director or designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by DMH Director or Designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must 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 must not assign, exchange, transfer, or delegate its rights or duties under this

Contract, whether in whole or in part, without the prior written consent of County, in its discretion. Any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will 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, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, without County's express prior written approval will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will 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 Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

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

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

8.5 Complaints

8.5.1 The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

8.5.2.2 The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

8.5.2.3 If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the policy within thirty (30) business days for County approval.

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

8.5.2.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will

be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.2.7 Copies of all written responses must be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor must comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must 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, and agents to comply with any such laws, rules, regulations, ordinances, directives, guidelines, manuals, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other

equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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 will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 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.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the

County Code), the Contractor must have and adhere to a written policy that provides that its Employees will 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.

For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to

remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

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

8.9.2 The Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN /START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 **Non-responsible Contractor**

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

8.12.4 **Contractor Hearing Board**

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.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an

opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At

the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.13 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 poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

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

and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

Performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by Contractor. Substandard performance or outcomes by Contractor may be grounds for review of the Contract and a Corrective Action Plan.

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

- 8.15.1 Contractor will establish and maintain a Quality Management Program. Contractor's written Quality Management Program will describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the Department's Quality Improvement Program Policy No. 1100.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the DHCS through the Performance Contract and/or Mental Health Plan Contract.
- 8.15.2 The Contractor's Quality Management Program will be consistent with Department's Quality Improvement Program Policy No. 1100.1, including the Department's Quality Improvement Work Plan and participation in Service Area Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 1100.1.
- 8.15.3 The Contractor's Quality Management Program will be consistent with the Department's Cultural Competence Plan DMH Policy 200.09. Contractor will ensure that 100% of Contractor's staff, including clerical/support, administrative/management, clinical, and independent contractors receive **annual** cultural competence training.

Contractor will monitor, track, document (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) and make available upon request by the federal, State and/or County government the annual cultural competence training provided to Contractor's staff, including clerical, administrative/management, clinical, and independent contractors. Additionally, per the Federal Managed Care Network Adequacy Final Rule requirements, 100% of direct service practitioners (psychotherapists, psychiatrists, case managers, etc.) must complete cultural competence training within the past twelve (12) months to meet annual reporting requirements. This information

needs to be entered and updated in the Network Adequacy: Provider and Practitioner Administration application (<https://lacdmhnact.dynamics365portals.us/>) based on each practitioner specifying the hours of cultural competence training completed.

- 8.15.4 The Contractor's Quality Management Program must be consistent with the Department's Quality Assurance requirements for Contract Providers as outlined in DMH Policy 401.03.
- 8.15.5 Contractor will maintain accurate and up-to-date information on its Organization and Practitioners within Network Adequacy: Provider and Practitioner Administration application (<https://lacdmhnact.dynamics365portals.us/>), designed to support compliance with the network adequacy, access-to-care, and provider directory reporting requirements associated with the Medicaid Managed Care Final Rule. Contractor will develop and implement policies and procedures for ensuring the required information is properly reported into the Application in accord with instructions provided by the Department's Quality Assurance Unit - Quality, Outcomes and Training Division. Failure by Contractor to submit the requested information, documents, or materials within the indicated deadline, and after County issues a final notice of compliance, may result in the withholding of payments or other contract actions including, but not limited to, contract suspension or termination.
- 8.15.6 The Contractor will not discriminate in the selection, retention, reimbursement, or indemnification of any provider proposing to act within the scope of work of his/her license or certification, under applicable State law, on the basis of that license or certification. For disciplines allowed to provide specific SMHS, Contractor should refer to the Guide to Procedure Codes available at <https://dmh.lacounty.gov/qa/qama/> for inclusions and limitations.
- 8.15.7 Hours of Operation: Contractor must have hours of

operation during which services are provided to Medi-Cal members that are no less than the hours of operation during which the Contractor offers services to non-Medi-Cal members. If Contractor only serves Medi-Cal members, the Contractor must require that hours of operation are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan in accordance with 42 C.F.R Section 438.206(c)(1).

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor must 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 must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires,

floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract will 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 Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 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, must be delivered to County at the address shown in paragraph 8.24.2 below and provided prior to commencing services under this Contract.

- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 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), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must either be sent electronically to the County Contract Administrator listed on Exhibit D or sent via United States Postal Service

County of Los Angeles
Department of Mental Health
Contracts Development and Administration
Division

510 S. Vermont Ave., 20th Floor
Los Angeles, CA 90020
Attention: Administrative Services Division
Manager

- Contractor also must 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 must promptly notify County of any third-party claim or suit filed against Contractor which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 **Additional Insured Status and Scope of Coverage**

The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must 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 will 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 must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 **Cancellation of or Changes in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, and term of

coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of

subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

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

8.24.11 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.

8.24.12 Separation of Insureds

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

8.24.13 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 must be designated as an Additional Covered Party under any approved program.

8.24.14 **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.

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must 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 must be provided to County at least ten (10) days in advance

of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

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

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.3 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines;

technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; Data/Information loss and business interruption; and any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at their 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 designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or designee, determines that there are deficiencies in the performance of this Contract

that the Director, or their 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, or designee, 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 \$100 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) 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.

8.26.3 The action noted in Paragraph 8.26.2 must 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 Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age (over 40), physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

8.28.3 The Contractor must 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 (over 40), physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such

action must 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.

- 8.28.4 The Contractor certifies and agrees that it will deal with its bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age (over 40), physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age (over 40), 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 Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County

that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non-Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

- 8.33.1 The Contractor must 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered, sent first class mail, or via electronic mail, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract, including but not limited to Administrative Amendments.

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Contractor acknowledges that the County is a public "local entity" subject to the California Public Records Act, Government Code section 6250 et seq. Any documents submitted by the Contractor and all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records

pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this contract become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". Upon receipt of a Public Records Act request, County will use reasonable efforts to notify Contractor prior to disclosing any sensitive Contractor information provided to County in connection with this Contract. Notwithstanding anything to the contrary contained in this Contract, nothing in this Contract is intended to supersede, modify, or diminish in any respect whosoever any of the County's rights, obligations, and defenses under the Public Records Act. The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

- 8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - 8.37.2 The Contractor must develop all publicity material in a professional manner.

8.37.3 During the term of this Contract, the Contractor will not, and will 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 Manager. The County will not unreasonably withhold written consent.

8.37.4 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records, employment records and other records relating to its performance of this Contract. All such material must 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 will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.3 Direct Services and Indirect Services Records: Contractor must maintain a record of all direct services and indirect services rendered by all professional, para-professional, intern, student, volunteer, and other personnel under this Contract in sufficient detail to permit an evaluation and audit of such services. All such records must be retained, maintained, and made available within three (3) business days for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or federal governments during the term of this Contract and during the applicable period of records retention. Nothing in this section will limit Contractor's obligation to retain records for the period described by law. In addition to the general requirements in this Paragraph 8.38, Contractor must comply with any additional patient/client record requirements described in the SOW/SEs and will adequately document the delivery of all services described in the SOW/SEs.

8.38.3.1 Patient/Client Records (Direct Services): Contractor must maintain treatment and other records for each individual patient/client of all direct services (e.g., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) in accordance with all applicable County, State, and federal requirements. Such treatment and other records will include, but not be limited to, patient/client identification number, demographic information, and all data elements required by the County's claims processing information system, consent for treatment form, assessment, treatment plan, progress notes, and any other applicable information. The required data elements must be in accordance with the Organizational Provider's Manual. All patient/client records must be maintained by Contractor in accordance with the procedures of DMH Policy 401.01.

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

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

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

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

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

8.38.4.1 Books of original entry and a general ledger.

8.38.4.2 Reports, studies, statistical surveys, or other information Contractor used to identify and allocate indirect costs. "Indirect costs" will mean those costs as described by the guidelines, standards, and procedures which may be provided by County

in writing to Contractor, the Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15-1 and #15-2), and the OMB Uniform Guidance, Subpart E: Cost Principles.

- 8.38.4.3 Bronzan-McCorquodale/County statistics and total facility utilization information (e.g., patient days, visits) which can be identified by type of service pursuant to any policies and procedures which may be provided by County in writing to Contractor.
- 8.38.4.4 A listing of all County remittances received.
- 8.38.4.5 Patient/client financial folders clearly documenting:
 - 8.38.4.5.1 Contractor's determination of patient's/client's eligibility for Medi-Cal, medical insurance and any other third party payer coverage;
 - 8.38.4.5.2 Contractor's reasonable efforts to collect charges from the patient/client, his/her responsible relatives, and any other third-party payer;
 - 8.38.4.5.3 A patient/client ledger card indicating the type of services provided and the amount of charges incurred for services received and the payments by source and service type; and
 - 8.38.4.5.4 The patient/client's employment records.
- 8.38.4.6 The entries in all the above financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by employee and countersigned by supervisor, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs must be made in accordance with the requirements of the State's

CFRS Instruction Manual, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual Parts 1 and 2 (Publications #15-1 and #15-2), and Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services. All such records must be maintained by Contractor for a minimum period that is at least equivalent to the later of any of the following:

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

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

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

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

8.38.5 Preservation of Records: If, following termination of this Contract, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within forty-eight (48) hours of closure or ownership change, Director and Director of DHCS will be notified in writing by Contractor of all arrangements made by Contractor for preservation of all the

patient/client, financial, and other records referred to in this Paragraph 8.38.

8.38.6 Audits:

8.38.6.1 Contractor will provide County and its authorized representative's access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, timecards, or any other records relating to this Contract.

8.38.6.2 County may, in its sole discretion, perform periodic fiscal and/or program review(s) of Contractor's records that relate to this Contract. If County determines that the results of any such reviews indicate the need for corrective action, Contractor must, within thirty (30) calendar days after receiving the findings of the fiscal and/or program review, either (a) submit a corrective plan of action to DMH, or (b) request a review by the Director. If Contractor requests a review by the Director within the thirty (30) calendar days, and if a corrective plan of action is then required, Contractor will have thirty (30) calendar days to submit its corrective plan of action.

8.38.6.3 Audit Reports: In the event that any audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Contractor must promptly notify County of any request for access to information related to this Contract by any other governmental agency.

8.38.6.4 California DHCS Access to Records: Contractor agrees that for a period of ten (10) years following the furnishing of services under this Contract, ten (10) years after final audit is completed including appeals, or ten (10) years

after termination of this Agreement, whichever occurs later, Contractor will maintain and make available to the DHCS, the Secretary of the United States Department of Health and Human Services (HHS), or the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder and as provided in Paragraph 3.10 and in this Paragraph 8.38.

8.38.6.5 Federal Access to Records: Grant-funded programs require audits and compliance with federal guidelines pursuant to OMB Uniform Guidance, Subpart F: Single Audit Requirements. If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 USC Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of ten (10) years following the furnishing of services under this Contract, ten (10) years after final audit is completed including appeals, or ten (10) years after termination of this Contract, whichever, is later, Contractor will maintain and make available to the Secretary of the United States Department of HHS, or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder and as provided in Paragraph 3.10 and in this Paragraph 8.38.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

The requirements of this Contract may not be subcontracted by the Contractor. Any attempt by the Contractor to

subcontract may be deemed a material breach of this Contract.

8.41 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 8.14 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated by the County or Contractor at any time without cause by giving at least thirty (30) calendar days prior written notice to the other party.

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

8.42.1 Upon issuance of any notice of termination, Contractor will make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Contract to other agencies for continuing services in accordance with the patient’s/client’s needs. Such plans will be subject to prior written approval of the Director or designee, except that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. If Contractor terminates this Contract, all costs related to all such transfers or referrals as well as all costs related to all continuing services will not be a charge to

this Contract nor reimbursable in any way under this Contract.

8.42.2.2 If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 9.16 (Purchases), the same must be immediately returned to County.

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

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor has failed to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to

those so terminated. The Contractor will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 The Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

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

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

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through

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

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must 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 will constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.53 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure

such default within ten (10) days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.

8.49 Time Off for Voting

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

8.50 Validity

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

8.51 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.51 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 Warranty Against Contingent Fees

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

8.52.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount

of such commission, percentage, brokerage, or contingent fee.

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

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

Disqualification of any member of Contractor’s staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Third Party Beneficiaries

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

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

- 9.2.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH), and applicable State law. Contractor understands and agrees that, as a provider of mental health services, it is a “*Covered Entity*” under HIPAA and HITECH and, as such, has obligations under federal and State law with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA and HITECH and applicable State law.
- 9.2.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and HITECH and applicable State law, and that such obligations relate to *transactions and code sets, privacy, and security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA and HITECH and applicable State law 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 and HITECH and applicable State law but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 9.2.3 Contractor and County understand and agree that each is independently responsible for compliance under HIPAA and HITECH, and applicable State law, and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA and HITECH, and applicable State law, and implement regulations related to transactions and code sets, privacy, and security.
- 9.2.4 Contractor further agrees that, should it fail to comply with its obligations under HIPAA and HITECH, and applicable State law, it will indemnify and hold harmless the County (including

its Special Districts, elected and appointed officers, employees, and agents) for damages to the County that are attributable to Contractor's such failure.

9.2.5 Contractor and County understand and agree that HIPAA has imposed additional requirements in regard to changes in DMH's County's information system.

- (1) County has a Guide to Procedure Codes available at <https://dmh.lacounty.gov/qa/qama/> which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.
- (2) County has electronic Data Interchange (EDI) Contract forms available at <https://dmh.lacounty.gov/pc/cp/iefsaf/> and <https://dmh.lacounty.gov/pc/cp/ti/> which include information about the applicable HIPAA transactions that can be processed in the Integrated Behavioral Health Information System (IBHIS).

Contractor acknowledges that County is using the IBHIS where clinical, demographic, administrative, financial, claims, outcomes, and other information will be exchanged between DMH and Contract providers exclusively through the use of EDI transactions and other County defined b2b ("Business-to-Business") data collection and interoperability solutions.

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

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

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

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

- (a) 90 days for existing interfaces requiring major development and testing;
 - (b) 60 days for existing interfaces that requiring moderate development and testing; and
 - (c) 30 days for existing interfaces requiring minimal development and testing.
- (5) Contractor agrees to comply with the exchange of all required interfaces specified by County and the method by which these transactions are to be exchanged between Contractor and County as of the effective

date(s) specified by County.

- (6) County has Trading Partner Agent Authorization Contracts available at <https://dmh.lacounty.gov/pc/cp/iefsaf/> and <https://dmh.lacounty.gov/pc/cp/ti/> which include the Contractor's authorization to its Agent(s) to submit HIPAA-compliant transactions on behalf of Contractor to the IBHIS.

- 9.2.6 Contractor understands that County operates an informational website <https://dmh.lacounty.gov/our-services/consumer-and-family-affairs/privacy/> related to the services under this Contract and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.
- 9.2.7 Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor will be fully liable to DMH for any acts, failures, or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.
- 9.2.8 Contractor acknowledges that County participates in the Meaningful Use of Electronic Health Records Incentive Program (MU Program) under the HITECH Act which requires the annual submission of data documenting the compliance of eligible professionals with certain MU measures.
- 9.2.9 County and Contractor further understand and agree that mutual cooperation in the collection and reporting of MU Program measures may be required in cases in which both County and Contractor have employed or contracted the professional medical services of the same eligible professional during any calendar year in which the MU Program is in effect. In such cases, the requesting party will deliver to the receiving party a letter on agency letterhead indicating the specific information requested, the format in which the information is to be delivered to the requesting party, and the required date of delivery of the information requested. The receiving party will have 30 days from receipt of the request to deliver the requested information to the requesting party in the format

specified by the requester.

9.3 Contractor Protection of Electronic County Information

- 9.3.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. County Policy 5.200 “Contractor Protection of Electronic County Information” provides specific details and can be accessed at the following link: https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRC_OELSTIN. Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.
- 9.3.2 Contractor must 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/providers/administrative-tools/administrative-forms/contract-attachments/> for Information Security documents **annually and upon notification by DMH of updated Information Security documents. It is the contractor’s responsibility to update and resubmit the documents at any time if changes occur outside of the parameters identified above.** Contractor must also ensure that prior to access, its workforce members that create, receive, maintain, or transmit Protected Health Information (PHI) acknowledge and sign the applicable Attachments to **Exhibit K (Attestation Regarding Information Security Requirements)**. Security and privacy requirements will apply to all County Personal Information, PHI and Medical Information electronically stored or transmitted by contractors, irrespective of storage and/or transmission methodology.
- 9.3.3 Contractor must ensure that prior to access, its workforce members that create, receive, maintain, or transmit Protected Health Information, adhere to Attachment 3 – “Confidentiality Oath (Non-DMH Workforce Members)”. In addition, Contractor must submit Attachment 4 - Electronic Data Transmission

Trading Partner Attachment (TPA) - annually. Contractor must access the following link 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).**

9.4 Technology Requirements

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

9.4.2 Contractor will 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 will be substantially similar to the sample available at:

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

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

9.4.2.2 Contractor will submit to County the 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 will submit to County the 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

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit J, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor receiving or raising charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination, debarment proceedings, or both. (County Code Chapter 2.202).

9.6 Data Destruction

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

[http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201](http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88Rev.%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 ten (10) business days of data destruction, 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/or indecipherable.

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

9.7 INTENTIONALLY OMITTED

9.8 INTENTIONALLY OMITTED

9.9 INTENTIONALLY OMITTED

9.10 Air or Water Pollution Requirements:

Unless specifically exempted under federal law, any federally funded Contract in excess of \$100,000 must comply with the following provisions:

9.10.1 Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC Section 1857(h)), section 508 of the Clean Water Act (33 USC Section 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Chapter 1).

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

9.11 Contractor's Exclusion From Participation in a Federally Funded Program

9.11.1 Contractor hereby warrants that neither it, nor any of its staff members, is/are restricted, excluded or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director or designee within thirty (30) calendar days, in writing, of: (1) any event that would require Contractor's or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. This warranty and the notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health

care programs including, but not limited to, Medicare and Healthy Families.

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

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

9.11.4 Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, 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 programs or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded. Mandatory exclusions under State law from Medi-Cal are similar, but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal member.

9.11.5 Contractor will indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Exhibit M (Attestation Regarding Federally Funded Program) as part of its obligation under this Paragraph 9.11.

9.11.6 Contractor will also comply with DMH Policy 106.04 (Contractors Eligibility to Participate in and Secure Federally Funded Health Care Program Contracts).

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

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

In addition to Paragraph 8.12 (Contractor Responsibility and Debarment), the Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties who are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its owner, officer, partner, director, or other principal is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Contractor must immediately notify County in writing, during the term of this Contract, should any principals of either, be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

9.13 Restrictions On Lobbying

If any federal funds are to be used to pay for any of Contractor's services under this Contract, Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101 121 (31 USC Section 1352).

9.14 Disclosures

Disclosure of five (5) percent or More Ownership Interest: Pursuant to 42 CFR section 455.104, Contractor shall submit the disclosures in accordance with 455.104 (b)1(i-iii)-4, 455.105 (b)1-2, and 455.106 to County regarding ownership and control. Contractor must provide the certification set forth in Exhibit N (Ownership/Controlling Interest Disclosure) as part of its obligation under this Paragraph 9.14. Contractor must submit updated disclosures (Exhibit N) to County before entering into the Contract, and within thirty-five (35) days after any change in the Contractor's ownership or upon request by the County.

9.15 Certification of Drug-Free Workplace

Contractor certifies and agrees that Contractor and its employees will comply with DMH's policy of maintaining a drug-free workplace. Contractor and its employees will not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 USC Section 812 including, but not limited to, marijuana, heroin, cocaine, and amphetamines at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, must notify Director, or designee, in writing.

9.16 Purchases

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

9.16.2 Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances,

rules, regulations, manuals, guidelines and directives, County will retain all proprietary interest, except the use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies purchased or obtained by Contractor using any County funds. Upon the expiration or termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County will have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, will attach identifying labels on all such property indicating the proprietary interest of County.

9.16.3 Inventory Records, Controls and Reports: Contractor must maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any County funds. Within ninety (90) calendar days following the execution of this Contract, Contractor will provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any County funds. The inventory report must be prepared by Contractor on a form or forms designated by Director and certified and signed by an authorized officer of Contractor, and one copy thereof shall be delivered to County within 30 calendar days of any change in the inventory. Within five (5) business days after the expiration or termination of the Contract, Contractor will submit to County six copies of the same inventory report updated to the expiration or termination date of the Contract, certified and signed by an authorized officer of Contractor, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies as of such expiration or termination date.

9.16.4 Protection of Property in Contractor's Custody: Contractor must maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

County funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Contractor will immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any furniture, fixtures, equipment, materials, or supplies, from any cause, Contractor will immediately send Director a detailed, written report. Contractor will contact DMH's Administrative Services Division for instructions for disposition of any such property which is worn out or unusable.

- 9.16.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or termination of this Contract, or at any other time that County may request, Contractor will: (1) provide access to and render all necessary assistance for physical removal by County, or its authorized representatives, of any and all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any County funds in the same condition as such property was received by Contractor, reasonable wear and tear excepted, or (2) at Director's option, deliver any and all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property will be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.50	Validity
Paragraph 8.51	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation
Paragraph 10.0	Survival

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

COUNTY OF LOS ANGELES

By _____
LISA H. WONG, Psy.D
Director of Mental Health

CONTRACTOR

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

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: RACHEL KLEINBERG
Senior Deputy County Counsel

STATEMENT OF WORK (SOW)

Exhibit A

**Individual and Group Provider
Outpatient Specialty Mental Health Services Contract**

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 SCOPE OF WORK	1
2.0 SPECIFIC WORK REQUIREMENTS	1
3.0 QUALITY IMPROVEMENT	1
4.0 QUALITY ASSURANCE PLAN	2
4.1 Meetings	2
4.2 Contract Discrepancy Report (SOW Attachment 1).....	2
4.3 County Observations	2
5.0 RESPONSIBILITIES	3
COUNTY	3
5.1 Personnel	3
5.2 Intentionally Omitted.....	3
CONTRACTOR	3
5.3 Contractor’s Project Manager	3
5.4 Intentionally Omitted.....	3
5.5 Identification Badges.....	3
5.6 Materials and Equipment	4
5.7 Training	4
5.8 Contractor's Administrative Office	4
6.0 HOURS/DAYS OF WORK	4
7.0 LICENSURE	4
8.0 CLAIMING AND DOCUMENTATION	6
9.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS	6
10.0 REFERRALS	6
11.0 PROCEDURES	7
12.0 DEFINITIONS	7
13.0 GREEN INITIATIVES	7
14.0 PERFORMANCE REQUIREMENTS SUMMARY	7
15.0 NOTIFICATIONS	8

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor will provide any or all of the following Outpatient Specialty Mental Health Services (SMHS) to *eligible* Medi-Cal members of Los Angeles County (LAC) which fall within the scope and practice of the professional license granted by the State of California, or granted by a State with reciprocal agreements with the State of California which recognizes the mental health treatment standards and requirements.

This SOW pertains to the contracted individual and group providers delivering Outpatient SMHS formerly referred to as the Department of Mental Health (DMH) Medi-Cal Professional Services.

2.0 SPECIFIC WORK REQUIREMENTS

- 2.1 The services to be provided are described in the DMH's Individual and Group Provider Manual. This manual and corresponding provider bulletins can be found on the DMH website at: <https://dmh.lacounty.gov/pc/cp/ffs2>.
- 2.2 Contractor will provide Outpatient SMHS under this Contract only to those members who are Medi-Cal eligible and meet the medical necessity criteria established by the State Department of Health Care Services (DHCS).
- 2.3 The Contractor will ensure that all medically necessary covered Outpatient SMHS are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished. The Contractor will not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered Outpatient SMHS solely because of diagnosis, type of illness, condition of the member except as specifically provided in the medical necessity criteria applicable to the situation as provided in the California Code of Regulations, Title 9, Chapter 11, Sections 1820.205, 1830.205, and 1830.210, or funding source.
- 2.4 Contractor will provide consultation services at the prevailing service rates provided in the Local Mental Health Plan (LMHP) Provider Manual and subsequent LMHP Provider Bulletins.

3.0 QUALITY IMPROVEMENT

The LMHP has a responsibility and shared commitment with their Contractor to maintain and improve the quality of the service delivery system. It is a function of the LMHP to support this commitment by establishing processes for the resolution of service and system issues and the continuous improvement of the delivery of Outpatient SMHS, as described in the Individual and Group Provider Manual.

- 3.1 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

3.2 Data Collection

Network Adequacy Provider and Practitioner Administration (NAPPA)

Contractor will maintain accurate and up to date information within the DMH’s electronic application designed to support compliance with the network adequacy, access to care and provider directory. Contractors must complete the NAPPA Data Collection form and submit to the Provider Relations Unit by email at ffs2@dmh.lacounty.gov. as instructed in the Provider Manual. The NAPPA Data Collection form is due by the 15th day of the following month, indicating either:

- No change in NAPPA
- Change in NAPPA, specifying the area affected and
- Accepting new clients: Yes/No

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor’s performance under this Contract using the Quality Assurance Procedures as defined in the Contract, Paragraph 8.15 (County’s Quality Assurance Plan).

4.1 Meetings

Contractor or designee will participate in all scheduled mandatory meetings. Failure to participate will cause a review of the Contractor’s compliance with all applicable Federal, State, and County policies and procedures relating to performance standards.

4.2 Contract Discrepancy Report (SOW Attachment 1)

Verbal notification of a Contract discrepancy will be made to the Contractor’s Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of this document, the Contractor will respond in writing to the County Contract Project Monitor within fifteen (15) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County Contract Project Monitor within sixty (60) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel 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

The County will administer the Contract according to the Contract Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 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 Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

5.2 Intentionally Omitted

CONTRACTOR

5.3 Contractor's Project Manager

- 5.3.1 Contractor's Project Manager can be the contractor or person authorized to administer the contract operations under this Contract and to function as liaison with County regarding Contractor's performance. County must have access to the Contractor's Project Manager during normal business hours. Contractor will provide a telephone number where the Contractor's Project Manager may be reached.
- 5.3.2 Contractor's Project Manager will act as a central point of contact with the County.
- 5.3.3 Contractor's Project Manager will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager will be able to effectively communicate, in English, both orally and in writing.

5.4 Intentionally Omitted

5.5 Identification Badges

- 5.5.1 Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

5.6 Materials and Equipment

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

5.7 Training

Contractor or their designated staff must attend onboarding trainings for new contracts.

5.8 Contractor’s Administrative Office

Contractor will maintain an administrative office with a telephone in the company’s name where Contractor conducts business. The office will 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 will be provided to receive calls and take messages. **Contractor will answer calls received by the answering service within 48 hours of receipt of the call.**

6.0 HOURS/DAY OF WORK

Scheduled meetings will be held Monday through Friday during business hours, unless otherwise agreed to ahead of time with DMH.

7.0 LICENSURE

7.1 Services are to be performed by a practitioner credentialed with the DMH. Services are not to be performed by any unlicensed or not credentialed professional under this Contract. DMH only accepts one primary service line per claim. This means that a separate claim must be submitted for each practitioner delivering service to a client.

7.2 The prescribing and/or administration of psychotropic medications and reevaluations for the purpose of determining the course of medication treatment may only be reimbursed to a Board eligible or Board-certified psychiatrist or a Psychiatric/Mental Health Nurse Practitioner. The dispensing and storage of medication must comply with all pertinent State and Federal standards.

7.3 All psychological testing may only be reimbursed to a California licensed psychologist or a Board eligible or Board-certified psychiatrist.

7.4 All Electroconvulsive Therapy (ECT) services must be authorized by DMH and the relevant Managed Care Plan before services may begin and only be reimbursed to a Board eligible or Board-certified psychiatrist. The psychiatrist must follow all the requirements as outlined in the LACDMH Policy #200.06 <https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=print.preview&docID=4226>, 200.06P <https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=print.preview&docID=4225>, 300.02

<https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=print.preview&docID=2951> – ECT Services and Provider Manual
<https://dmh.lacounty.gov/pc/cp/ffs2/ffs2-provider-manual/>.

7.5 Contractor will be reimbursed under appropriate and specified circumstances for outpatient SMHS provided to Medi-Cal members of any age by:

- Board eligible or Board-certified Psychiatrists
- Licensed Clinical Psychologists
- Psychiatric/Mental Health Nurse Practitioners
- Licensed Clinical Social Workers
- Licensed Marriage and Family Therapists
- Psychiatric/Mental Health Clinical Nurse Specialists certified to provide psychotherapy independently

The Contractor will maintain the following:

- 1) Current Valid License: Contractor will maintain a current license and submitting a new copy via email to ffs2@dmh.lacounty.gov with updated dates to Provider Relations Unit before the license is expired.
- 2) Current Credentialed Status: Contractor will initiate contact with DMH for re-credentialing three months before the expiration date and furnishing evidence of the current credentialing status to the Provider Relations Unit via email to ffs2@dmh.lacounty.gov or (213) 738-3311.
- 3) Contractor's credential is valid for three years. For Individual Contractor, he or she is required to be re-credentialed prior to the expiration of his/her credentialing. The Contractor will initiate their credentialing process three months in advance of the expiration date. For Group Contractor, the Contractor will maintain at least two members under the Group Contract. The Group Contractor will ensure that each member under this Group contract is re-credentialed prior to the expiration of his or her credentialing. If the provider's credentialing status expires or if the provider is on probation due to any breach, the ability to claim will be deactivated on the date determined by DMH.

7.6 Licensing - Probation Issue

If the Contractor has an expired license or is under probation by their State licensing board for any issues or breaches during this period, the Contractor will not be eligible to provide Outpatient SMHS or submit claims to DMH.

8.0 CLAIMING AND DOCUMENTATION

- 8.1 Contractor must submit claims and administrative information about Medi-Cal members which will be electronically sent to the County’s Electronic Health Record System as described in the Contract.
- 8.2 Contractor will comply with all documentation requirements established by the State DHCS and according to the standards and guidelines established by the LMHP. Services will not be reimbursed without the required documentation.
- 8.3 Contractor must agree that only one claim for conjoint or family Outpatient SMHS is to be submitted regardless of the number of clients present.
- 8.4 No Claiming Activity: Contractor will claim for services rendered. If the Contractor has not submitted claims in the DMH Integrated Behavioral Health Information System (IBHIS) for one fiscal year the contract will be automatically terminated as determined by DMH.
- 8.5 Contractor will follow the Procedures in Provider Manual and/or Provider Bulletins when they have received a denied claim for Unsatisfactory Immigration Status. If determined to be appropriate and county funds remain available, contractors may receive reimbursement. To access this funding the contractor must contact the HAI Provider Relations Unit at ffs2@dmh.lacounty.gov or (213) 738-3311.

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

- 9.1 The Contractor will provide or arrange for the provision of Outpatient SMHS to *eligible* Medi-Cal members of Los Angeles County at any time during the Contractor's or facility's normal business hours. The hours of operation are declared by the Contractor in the application to participate as a provider in the LACDMH LMHP. In accordance with Federal requirement 42 C.F.R. section 438.206 (c)(1)(ii), the Contractor will have hours of operation during which services are provided to Medi-Cal members that are no less than the hours of operation offered during which the Contractor offers services to non-Medi-Cal members. If the Contractor only serves Medi-Cal members, the hours of operation is required to be comparable to the hours the Contractor makes available for the Medi-Cal services that are not covered by LAC.
- 9.2 All changes must be made in accordance with Subparagraph 8.1 (Amendments) of the Contract.

10.0 REFERRALS

- 10.1 Contractor will refer members to the LMHP ACCESS Center and/or to LMHP directly operated and/or other contract providers when appropriate.
- 10.2 Contractor will refer members to a primary care physician when appropriate.

11.0 PROCEDURES

- 11.1 Contractor will maintain confidentiality as enumerated in all relevant laws, regulations, and statutes as applicable to mental health services.
- 11.2 Contractor will follow established procedures as outlined in the LMHP Provider Manual and subsequent LMHP Provider Bulletins for member complaints and will make records of member complaints available for authorized review by County and State.
- 11.3 Contractor will follow the Procedures in Provider Manual and/or Provider Bulletins when they have received a denied claim for Unsatisfactory Immigration Status. If determined to be appropriate and County funds remain available, Contractors may receive reimbursement. To access this funding the Contractor must contact the Health Access and Integration below.

Email: ffs2@dmh.lacounty.gov or (213) 738-3311

- 11.4 Not Responsive to DMH Inquiry: Contractor will respond to all DMH inquiry from all Divisions. If the Contractor fails to respond to DMH's inquiry three times, the Contract will be terminated in accordance to Paragraph 8.42 Termination for Convenience, as determined by DMH.

12.0 DEFINITIONS

Please refer to Exhibit L - Definitions that define terms that are used in the SOW and Individual and Group Provider Services Outpatient Specialty Mental Health Services Contract.

13.0 GREEN INITIATIVES

- 13.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 13.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to Contract commencement.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

The below Performance Requirements Summary (PRS) chart, SOW Attachment II (SOW Attachments) is a listing of requirements that will be monitored by the County during the term of the Contract are delineated in this SOW.

- 14.1 All listings of services used in the PRS are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and this SOW. In any case of apparent inconsistency between services as stated in the Contract and this SOW and this PRS, the meaning apparent in this SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set

forth in the Contract and this SOW, that apparent service will be invalid and place no requirement on Contractor unless and until incorporated into the Contract.

15.0 NOTIFICATIONS

15.1 Business Status Notification

Contractor will promptly notify DMH Provider Relations Unit (see below) in the event of business closure, Medi-Cal breach, has an expired license or is under probation by their state licensing board for any issues or breaches etc.

15.2 Contractor Passing Notification Procedures

Upon the unfortunate passing of the Contractor, their designated representative or next-of-kin is kindly requested to promptly notify the DMH Provider Relations Unit. This notification will ensure the timely and accurate handling of the final check and any necessary updates to contact information. The Provider Relations contact information is below:

Phone: (213) 738-3311
Email: FFS2@dmh.lacounty.gov

STATEMENT OF WORK ATTACHMENTS

TABLE OF CONTENTS

<u>Attachment</u>	<u>Page</u>
1 CONTRACT DISCREPANCY REPORT	1
2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART	2

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: Click or tap here to enter text.		Contractor Response Received: Click or tap here to enter text.	
Contractor: Click or tap here to enter text.	Contract No. Click or tap here to enter text.	County's Project Manager: Click or tap here to enter text.	
Contact Person: Click or tap here to enter text.	Telephone: Click or tap here to enter text.	County's Project Manager Signature:	
Email: Click or tap here to enter text.		Email: Click or tap here to enter text.	

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*Use additional sheets if necessary

<i>Contractor's Representative Signature</i>	Click or tap here to enter text. <i>Date Signed</i>
--	--

Additional Comments: [Click or tap here to enter text.](#)

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	COUNTY MONITORING METHOD
SOW: Paragraph 4.1 (Meetings)	Contractor’s representative to attend monthly meeting scheduled by County	Attendance Sheets
SOW: Paragraph 5.7 (Training)	Contractor will provide training programs for all new employees and continuing in-service training for all employees.	Attendance Sheets and Contractor’s certification
Contract: Paragraph 7.2 (Contractor’s Project Manager)	Contractor will notify the County, in writing, of any change to the Contractor’s Project manager, including, but not limited to, the name, address, title, etc.	Notification to County and Observation
Contract: Paragraph 8.38 – (Record Retention and Inspection-Audit Settlement), Subparagraph 8.38.3.1	Documentation of clinical work meets minimum State and County standards. Contractor shall maintain client signed treatment plans and progress notes signed by the person providing the service.	Inspection of files
Contract: Paragraph 8.15 – (County’s Quality Assurance Plan), Subparagraph 8.15.3	Contractor shall complete and submit an attestation of annual cultural competence training completed by 100% of staff.	Inspection of training document and attestation of annual cultural competence training.

<p>Contract: Paragraph 8.40 – (Subcontracting)</p>	<p>The requirements of this Contract may not be subcontracted by the Contractor.</p> <p>The Medi-Cal Specialty Mental Health Services must be performed by the person credentialed by the County Department of Mental Health</p>	<p>Inspection and Observation</p>
<p>SOW: Paragraph 7.0 (Licensure), Subparagraph 7.5</p>	<p>For Individual Contractor, he or she is required to be re-credentialed prior to the expiration of his/her credentialing. The Contractor will initiate their credentialing process three months in advance of the expiration date. For Group Contractor, the Contractor will maintain at least two members under the Group Contract. The Group Contractor will ensure that each member under this Group contract is re-credentialed prior to the expiration of his or her credentialing. If the provider's credentialing status expires or if the provider is on probation due to any breach, the ability to claim will be deactivated on the date determined by DMH.</p>	<p>Inspection of Credentialing record.</p>

County of Los Angeles – Department of Mental Health

**Individual and Group Provider
Outpatient Specialty Mental Health Services Contract**

PAYMENT PROVISIONS

TABLE OF CONTENTS

SECTION	PAGE
A. GENERAL.....	2
B. REIMBURSEMENT BASIS	2
C. BILLING PROCEDURES	3
D. COUNTY PAYMENT FOR SERVICES RENDERED.....	4
E. BILLING AND PAYMENT LIMITATIONS	5
F. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES	8
G. PAYMENT AND INVOICE NOTIFICATIONS.....	8

PAYMENT PROVISIONS

A. GENERAL

- (1) The Contractor is reimbursed by the Local Mental Health Plan (LMHP) under the rules and guidelines established for Phase II Medi-Cal Consolidation which was effective June 1, 1998. The Los Angeles County will pay Contractor in arrears for eligible services provided under this Individual and Group Provider Outpatient Specialty Mental Health Services Contract in accordance with the terms of the Statement of Work in Exhibit A.
- (2) The Contractor will comply with all requirements necessary for reimbursement as established by federal, State and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives.
- (3) In order to reduce County costs, the Contractor will comply with all applicable provisions of the Welfare and Institutions Code (WIC) and/or California Code of Regulations (CCR) related to reimbursement by non-County and non-State sources, including, but not limited to, collecting reimbursement for services from clients (which will be the same as patient fees established pursuant to WIC Section 5710) and from private or public third-party payers. In addition, Contractor will ensure that, to the extent a recipient of services under this Contract is eligible for coverage under Medicaid or Medicare or any other federal or State funded program (an eligible member), services provided to such eligible member is properly identified and claimed to the funded program responsible for such services to said eligible member.
- (4) To the extent that the County determines Contractor has improperly claimed services under this Contract, County in its discretion may disallow payment of said services and/or require Contractor to void said claimed services and replace/resubmit said services for payment, if applicable.

B. REIMBURSEMENT BASIS

- (1) Reimbursement Rates for Outpatient Specialty Mental Health Services: For mental health services claimed and billed through the County's claims processing information system, the County will utilize the reimbursement rates, that are published annually based on each outpatient specialty mental health service duration/unit of service, and the discipline of the provider rendering the service.
- (2) Contractor will be reimbursed based on established reimbursement rate in accordance with the terms of this Contract.
- (3) The reimbursement rates for outpatient specialty mental health services delivered by the Contractor to LA County Medi-Cal members are listed in

the LMHP Medi-Cal Specialty Mental Health Services Provider Manual, Section IX – Procedure Codes, Diagnosis Codes and Rates and subsequent LMHP Provider Bulletins update at: <https://dmh.lacounty.gov/pc/cp/ffs2/>.

C. BILLING PROCEDURES

- (1) Claims Certification and Program Integrity. Contractor hereby certifies that all units of service entered by Contractor into the County's claims processing system are true and accurate to the best of Contractor's knowledge.
- (2) Contractor must submit claims within six (6) months after the end of the month in which the services were rendered. Good cause justification for late claim submission is governed by applicable federal and State laws and regulations and is subject to approval by the State and/or County.
 - (a) In the event the State or federal government or any funding source denies any or all claims submitted by County on behalf of Contractor, to the exception of denial described in (i), County will not be responsible for any payment obligation and, accordingly, Contractor will not seek or retain payment from County and will indemnify and hold harmless County from any and all liabilities for payment of any or all denied claims, except any claims which are denied due to the fault of the County. Any controversy or dispute arising from such State or federal denied claims will be handled by Contractor in accordance with the applicable State and/or federal administrative appeal process.
 - (i) In the event the State or federal government denies any or all claims submitted by the County on behalf of Contractor for Medi-Cal clients for Unsatisfactory Immigration Status, Contractor will follow the Procedures in Provider Manual and/or Provider Bulletins to work with the clients who have received these denials, correct their eligibility, and update their eligibility record. Once the client has corrected their eligibility, the Contractor may resubmit the claims for reimbursement, and the County will review the request and may approve payment from non Medi-Cal or County funds.
 - (b) Contractor will, as soon as practicable, notify County of any delay in meeting the timeframe for submitting claims in the event Contractor is not able to make timely data entry into the County's claims processing information system due to no fault on the part of Contractor. Such Contractor notification should be immediate upon Contractor's recognition of the delay and must include a specific description of the problem that the Contractor is having with the County's claims processing information system. Notification will also

be made by Contractor to the DMH Chief Information Office Bureau's (CIO) Help Desk.

- (c) The County will notify Contractor in writing as soon as practicable of any County issue(s) which will prevent the entry by Contractor of claiming information into the County's claims processing information system, and County will waive the requirement of paragraph (2) of this Section C (BILLING PROCEDURES) in the event of any such County issue(s). Once County has notified Contractor that its issues are resolved, Contractor will enter billing information into the County's claims processing information system within 30 calendar days of County's notice unless otherwise agreed to by County and Contractor.
- (d) County may modify the County's claims processing information system at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County will notify Contractor in writing of any such modification and the reason, if known, for the modification and the planned implementation date of the modification. To the extent that such modifications create a delay in Contractor submitting claims into the County's claims processing information system for a period of time, the timelines under this Section C (BILLING PROCEDURES) will be extended by the number of calendar days reasonably based on the time the system is inactive.

D. COUNTY PAYMENT FOR SERVICES RENDERED

- (1) General: County agrees to reimburse Contractor for services rendered during the term of this Contract based on the reimbursement rates as applicable, subject to all of the rules, regulations and policies established by the County, State and/or federal governments regarding payment and reimbursement of services, and in accordance with the terms of this Contract.
- (2) County Payments: After the Director's review and approval of the billing, County will pay Contractor in accordance with the following:
 - (a) County will make good faith efforts to make payments for services billed through the County's claims processing information system as soon as possible after submission and approval, subject to the limitations and conditions specified in this Contract, but within 60 calendar days after submission and approval. County will make available a schedule of anticipated payment dates for claims submitted by Contractor into the County's claims processing information system on or prior to July 1 of each year.

E. BILLING AND PAYMENT LIMITATIONS

- (1) County payments to Contractor for performance of eligible services hereunder are subject to County's claims processing information system data, State adjudication of Medi-Cal claims files, contractual limitations of this Contract, application of various County, State and/or federal reimbursement limitations, application of any County, State and/or federal policies, procedures and regulations, and/or County, State or federal audits. County and Contractor acknowledge that the references in this Section E (BILLING AND PAYMENT LIMITATIONS) represent examples only and are not intended, nor will be construed, to represent all of the circumstances or conditions that may result in adjustments to County payments.
- (2) Adjustment of Claims Based on Other Data and Information: The County will have the right to adjust claims based upon data and information that may include, but is not limited to, County's claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and 835 data, all of which will supersede and take precedence over the claimed amount submitted by Contractor.
- (3) Adjustment of Claims for Contract Compliance: The Director, in his/her sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor will not be paid a sum in excess of the amount due to the Contractor under the terms and conditions of this Contract. Such actions may include, but are not limited to, reimbursing claims submitted through the claims processing information system at an amount less than that amount that would be calculated using Contractor's reimbursement rates, denying claims for payment; holding claims for Medi-Cal services from being forwarded for adjudication by the State; withholding payment of certain claims; and/or demanding repayment from Contractor.
 - (a) Concurrent with any such action, the Director will provide Contractor with written notice of the County's decision to take such action(s), including the reason(s) for the action. Thereafter, Contractor may, within ten (10) calendar days of Contractor's receipt of the notification, request reconsideration of the County's decision. Contractor may request in writing, and will receive if requested, County's computations for basis of determination, which deemed such action was necessary, including any amount(s) held, denied, or reduced.
 - (b) Upon receiving a request for reconsideration from Contractor, County will, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information

or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.

- (c) Within 15 calendar days of said meeting, County will, in writing, notify Contractor, of its final decision which may include County's request to Contractor to void said claims in the County's claim processing information system. The decision of the Director will be final.
 - (d) Should the County grant reconsideration, such reconsideration will only be applicable to claims paid and processed to the appropriate funding sources after the date that said reconsideration is granted.
- (4) County Withhold of Payment for Contractor Lapse in Providing Service Data: If Contractor fails to submit service data as required by County, then the County may, in its discretion, withhold all or a portion of its payment until County is in receipt of complete and correct service data and such service data has been reviewed and approved by the Director.
- (a) Prior to withholding payment, the Director will provide Contractor with at least 30 calendar days' written notice of the County's decision to withhold payment, including the reason(s) for the intended action and the identification of the incomplete or incorrect service data. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.
 - (b) Upon receiving a request for reconsideration from Contractor, County will, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose a date for submitting the complete and correct data.
 - (c) Within 15 calendar days of said meeting, County will, in writing, notify Contractor, of its final decision. The decision of the Director will be final.
 - (d) Upon receipt from the Contractor of revised service data, the Director will review such revised service data within 60 calendar days of receipt. Upon determination that such submitted service data is complete and correct, County will release withheld payments within 30 days of such determination.
- (5) County Denial of Payments for Lack of Documentation: The Director may deny payment for services when documentation of clinical work does not meet minimum federal, State, and County written standards.

- (a) Prior to denying payment, the Director will provide Contractor with at least 30 calendar days' written notice of the County's decision to deny payment, including the reason(s) for the intended actions. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.
 - (b) Upon receiving a request for reconsideration from Contractor, County will, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.
 - (c) Within 15 calendar days of said meeting, County will, in writing, notify Contractor of its final decision. The decision of the Director will be final.
- (6) County Suspension of Payment for Default: The Director may suspend payments to Contractor, for good cause, if the Director determines that Contractor is in default under any of the provisions of this Contract.
- (a) Except in cases of alleged fraud or similar intentional wrongdoing or a reasonable good faith determination of impending insolvency, Director will provide Contractor with at least 30 calendar days' notice of such suspension, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the Director's decision to suspend payment. Suspension of payment to Contractor will not take effect pending the results of such reconsideration process.
 - (b) Upon receiving a request for reconsideration from Contractor, County will, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.
 - (c) Within 15 calendar days of said meeting, County will, in writing, notify Contractor of its final decision. The decision of the Director will be final.
- (7) No Payment for Services Rendered Following Expiration/Termination of Contract: Contractor will 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 Contract or any part thereof. Should Contractor receive any such payment, it will immediately notify County and will immediately repay all such funds to

County. Payment by County for services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

- (8) Contractor agrees to hold harmless both the State and member in the event County cannot or will not pay for services performed by Contractor pursuant to this Contract.

F. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES

- (1) Contractor will comply with all County, State, and federal requirements and procedures relating to:
- (a) The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and Welfare and Institutions Code Sections 5709 and 5710.
 - (b) The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor will pursue and report collection of all patient/client and other revenue.
 - (i) To the extent patient/client fees and third-party revenues are collected and are not adjusted in the applicable claim(s), Contractor will report and repay such patient/client fees and third-party revenues in accordance with Paragraph G (PAYMENT AND INVOICE NOTIFICATIONS).
- (2) All fees paid by patients/clients receiving services under this Contract and all fees paid on behalf of patients/clients receiving services hereunder will be utilized by Contractor only for the delivery of outpatient specialty mental health service/activities specified in this Contract.

G. PAYMENT AND INVOICE NOTIFICATIONS

- (1) Contractor must submit all Payments and Invoices, including any supporting documentation to their assigned Provider Reimbursement Section liaison and to Provider Relations Unit. In the event the Invoice Funded Program is set up to be billed electronically, invoices will be submitted in the specified electronic tracking system.
- (2) Contractor will submit all remittances and payments for amounts due to the County under the Contract to the following:

County of Los Angeles Department of Mental Health
Financial Services Bureau – Accounting Division
P.O. Box 514780
Los Angeles, CA 90051-4780
Attn: Cash Collections Section

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Jaclyn Baucum
 Title: Deputy, Management Programs, HS (UC), Mental Health
 Address: 510 S. Vermont Avenue, 22nd Floor, Los Angeles, CA 90020
 Telephone: (213) 943-8387 Facsimile:
 E-Mail Address: JBaucum@dmh.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Allison Kato
 Title: PROGRAM IMPLEMENTATION MANAGER, HS Mental Health
 Address: 510 S. Vermont Avenue, 22nd Floor, Los Angeles, CA 90020
 Telephone: (213) 943-8437 Facsimile: (213) 738-4412
 E-Mail Address: AKato@dmh.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: April Byrd/Helen Wang
 Title: Mental Health Clinical Program Manager I / Health Program Analyst III
 Address: 510 S. Vermont Avenue, 20th Floor, Los Angeles, CA 90020
 Telephone: (213) 943-8633/943-8712 Facsimile: (213) 738-4412
 E-Mail Address: AByrd@dmh.lacounty.gov/HWang@dmh.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ 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 Name _____ 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 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: _____

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

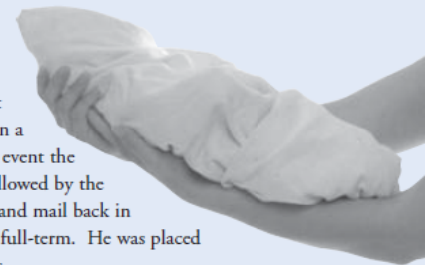
What is the Safely Surrendered Baby Law?

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.

A baby's story

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



How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



INTENTIONALLY OMITTED



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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

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

Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.

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

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

- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

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

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

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

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

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

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

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

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

5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.

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

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

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

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

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

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

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

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

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives,

maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 17.4.
- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two

(2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:
- (a) The date of the Disclosure;

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

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

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

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

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

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

10.3 Business Associate must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the requirements stated in this Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate must attest that it has implemented Attachment 1 to Exhibit K (Attestation Regarding Information Security Requirements) "Information Security and Privacy Requirements for Contracts." The completed Attachment 2 to Exhibit K, "DMH Contractor's Compliance with Information Security Requirements"

questionnaire must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement, and must be approved prior to the commencement of this agreement with the County and annually thereafter. Business Associate must be prepared to provide supporting evidence upon request.

- 10.4 During the term of the agreement, Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Business Associate may be asked to re-submit Attachment 2 to Exhibit K "DMH Contractor's Compliance with Information Security Requirements" questionnaire, to document the change.
- 10.5 Business Associate must ensure that prior to access, its workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, acknowledge and sign the Attachment 3 to Exhibit K, "The Confidentiality Oath (Non-DMH Workforce Members)", of the agreement. Business Associate must maintain and make available upon request by the federal, State and/or County representatives.

11. AVAILABILITY OF RECORDS

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.

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

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

14. INDEMNIFICATION

- 14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

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

17. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 17.1 Except as provided in Section 17.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, will destroy as provided for in Section 17.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate must retain no copies of the Protected Health Information.
- 17.2 Destruction for purposes of Section 17.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 17.3 Notwithstanding Section 17.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.
- 17.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45

C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

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

17.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 17.2.

18. AUDIT, INSPECTION, AND EXAMINATION

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

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

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

18.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 18.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 18.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 18.6 Section 18.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19. MISCELLANEOUS PROVISIONS

- 19.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 19.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 19.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 19.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 19.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 19.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

/

/

/

/

/

/

/

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)

ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

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/for-providers/administrative-tools/administrative-forms/contract-attachments/> **annually and upon notification by DMH of updated Information Security Attachments to complete, or update, the forms listed below that are applicable to their contract:**

- Attachment 1 – Information Security and Privacy Requirements for Contracts
- Attachment 2 – DMH Contractor's Compliance with Information Security Requirements
- Attachment 3 – Confidentiality Oath for Non-DMH Workforce Members
- Attachment 4 – Electronic Data Transmission Trading Partner Attachment (TPA)

Further, Contractor agrees to comply with the terms and conditions of the attachments listed above, which are by this reference made a part of the Contract. It is Contractor's responsibility to access the link above, complete the attachments as specified and only return the documents where submission is indicated, via email to the Contract Administrator listed in Exhibit D (County's Administration).

Name of authorized official (Official Name) _____
Printed name

Signature of authorized official _____ Date _____

**County of Los Angeles – Department of Mental Health
Individual and Group Provider
Outpatient Specialty Mental Health Services**

DEFINITIONS

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

- A. Agents in Trading Partner Agreement means third parties or organizations that contract with the Contractor to perform designated services in order to facilitate the electronic transfer of data. Examples of Agents include, claims clearinghouses, vendors, and billing services.
- B. Members means any individual certified as eligible under the Medi-Cal Program according to California Code of Regulation (CCR), Title XXII, and Section 51001.
- C. CCR means the California Code of Regulations.
- D. Contractor means any independent mental health provider or an organization of two or more independent mental health providers, certified and credentialed to provide services to beneficiaries and to contract with the Local Mental Health Plan (LMHP) and who has entered into this Contract with County.
- E. Contractor Project Manager: In addition to the Standard Definition in paragraph 2.2.2.11 of the Contract, it also means the individual designated by the Contractor, functioning as liaison with County regarding Contractor's performance hereunder.
- F. Credentialing Review Committee (CRC) means the confidential multi-disciplinary group that reviews and considers the applications of all mental health providers whose credentials do not clearly meet the standards for credentialing in the LMHP Provider Network.
- G. CPT means Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication.
- H. Day(s) means calendar day(s) unless otherwise specified.
- I. DHCS means California Department of Health Care Services.
- J. DMH means the County's Department of Mental Health.
- K. Director means the County's Director of Mental Health or his authorized designee.

- L. Electronic Data Interchange (EDI) means the automated exchange of business data from application to application in an ANSI approved or other mutually agreed format.
- M. EOB means `Explanation of Balance' for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and `Explanation of Benefits' for Medicare which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data.
- N. EPSDT means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program.
- O. Funded Program means a set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal or Non-Medi-Cal). A Funded Program is made up of one or more Subprograms.
- P. Group Provider means an organization that provides specialty mental health services through two or more individual providers as defined in Title 9, CCR, Section 1810.218.2. Group providers may include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.
- Q. GROW means General Relief Opportunities for Work.
- R. Individual Provider means licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries under the LMHP. Individual providers include licensed physicians, licensed psychologists, licensed social workers, licensed marriage family therapists and registered nurses with a master's degree within his/her scope of practice. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or contractors of organization providers other than the LMHP.
- S. LMHP Medi-Cal Specialty Mental Health Services Network Provider Manual (hereafter "LMHP Provider Manual") means the document which contains the formal requirements, policies, procedures and rates of reimbursement governing the provision of specialty mental health professional services by LMHP enrolled and contracted network providers. The LMHP Provider Manual is incorporated into this Contract by reference. Contractor hereby acknowledges receipt of the LMHP Provider Manual upon

execution of this Contract.

- T. LMHP Network Provider Bulletin (hereafter “LMHP Provider Bulletin”) means the publications periodically distributed by the LMHP to inform enrolled and contracted network providers of revisions and additions made to formal requirements, policies, procedures and rates of reimbursement outlined in the LMHP Provider Manual, that governs the provision of specialty mental health professional services to Los Angeles County Medi-Cal beneficiaries. All LMHP Provider Bulletins issued during the term of this Contract shall be incorporated into this Contract by reference.
- U. Local Mental Health Plan (LMHP) means the entity responsible for managing specialty mental health services. In Los Angeles County, the Department of Mental Health is the LMHP.
- V. Medically Necessary or Medical Necessity means the criteria in Title 9, California Code of Regulations, Chapter 11, Sections 1820.205, 1830.205 and 1830.210 that must be met for LMHP reimbursement of specialty mental health services. Medical necessity requires the following three elements: 1) the presence of and included diagnosis, 2) an impairment as a result of the mental disorder, and 3) intervention criteria that address the impairment.
- W. Monitoring means the process by which the LMHP reserves the right to review services provided to beneficiaries being served by the LMHP through the review of documentation, including but not limited to, client outcomes, client satisfaction, claims and time allotted to each procedure code.
- X. NAPPA means Network Adequacy Provider and Practitioner Administration.
- Y. OIG means Office of the Inspector General.
- Z. PHI means Protected Health Information. PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations.
- AA. PII means Personally Identifiable Information. Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal

information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.).

BB. SD/MC means Short-Doyle/Medi-Cal.

CC. Specialty Mental Health Services means those mental health services provided pursuant to CCR, Title 9, Chapter 11, WIC Section 14680 et seq. and covered by the Procedure Codes listed in the LMHP Provider Manual.

DD. State means the State of California.

EE. The Integrated Behavioral Health Information System (IBHIS) is the electronic clinical record for the Los Angeles County Department of Mental Health (LACDMH).

FF. Title IX means the Title IX of the California Code of Regulations.

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

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

II. Trading Partner means a Provider/the Contractor who has entered into a Trading Partner Agreement with LACDMH in order to satisfy all or part of the Contractor’s obligations under this Medi-Cal Professional Services Contract by means of EDI.

JJ. Unsatisfactory Immigration Status: Pertains to specific Medi-Cal beneficiaries identified by DHCS with specific immigration status defined by Behavioral Health Information Notice (BHIN) 22-106 and any subsequently issued superseding BHINs <https://www.dhcs.ca.gov/provgovpart/Documents/PPL-22-016-Unsatisfactory-Immigration-Status-MCIP.pdf>

KK. WIC means the California Welfare and Institutions Code.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Individual and Group Provider Outpatient Specialty Mental Health Services Contract's Paragraph 9.11 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

I further certify as the official responsible for the administration of outpatient specialty mental health services, _____(hereafter "Contractor") that all of its officers, employees, and agents 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, and agents which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, and agents 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, and agents' 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, and agents barring it or its officers, employees, and agents 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 _____



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

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

Part 1. Applicant/Vendor Information

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

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

If Non-Profit Organization, Please check this Box

Does any person have an ownership or controlling interest of 5% or more in the entity?

NO (If No, please sign below)

YES (If yes, please completed A, B, C, D and sign below)

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

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

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

No

Yes (If yes, please complete below)

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

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

Name	FEIN/SSN	DOB	Position Title

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

No (if No, please sign below)

Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

Provider Statement

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

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

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
CERTIFICATION ON MEDI-CAL CLAIM

For Fiscal Years _____

PROVIDER NAME: []

CONTRACT NUMBER: MH _____

PROVIDER NUMBER(S): []

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

I also certify that the services were, to the best of my knowledge, provided in accordance with the client's written treatment plan. I agree and shall certify under penalty of perjury that no services will be submitted for the contractor nor any of its staff members who is restricted, excluded, and/or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part. I certify that all information submitted to the County Department of Mental Health (DMH) will be accurate and complete. This network provider understands that payment of these claims will be from federal, State and/or County funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or State laws. This network provider agrees to keep for a minimum period of as specified in its Contract with County a printed representation of all records that are necessary to disclose fully the extent of services furnished to the client. This network provider agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the County of Los Angeles DMH, State Department of Health Care Services (DHCS), the Medi-Cal Fraud Unit; California Department of Justice, Office of the State Controller, U.S. Department of Health and Human Services, the Managed Risk Medical Insurance Board, or their duly authorized representatives. This network provider also agrees that services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

FURTHER, THIS NETWORK PROVIDER HEREBY CERTIFY under penalty of perjury to the following: An assessment of the beneficiary will be conducted in compliance with the requirements established in the County's Mental Health Plan (MHP) contract with the State DHCS. The beneficiary will be determined to be eligible to receive Medi-Cal services at the time the services are provided to the beneficiary. The services to be included in the claims during the above indicated period will actually be provided to the beneficiary. Medical necessity will be established for the beneficiary as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services to be provided, for the timeframe in which the services will be provided. A client plan will be developed and maintained for the beneficiary that meets all client plan requirements established in the County's MHP contract with the State DHCS.

Name of person authorized to sign the Contract _____

Please print

Signature _____ Telephone # _____ Date _____
Network Provider

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 OUTPATIENT SPECIALTY MENTAL HEALTH SERVICES CONTRACTS
 INDIVIDUAL PROVIDERS

Count	Contract Name	Supervisory District	Street Address	Ste. #	City	State	Zip Code
1	A. Paul Kurkjian A Medical Gorp	4	P.O. BOX 411748		Los Angeles	CA	90041-8748
2	Abjelina Mental Health, Inc.	4	P.O.Box 2490		Palos Verdes Peninsula	CA	90274
3	Abul Shirazi	3	9849 Melvin Ave.		Northridge	CA	91324-1636
4	Adib H. Bitar, M.D., Inc.	5	1161 E. Covina Blvd.		Covina	CA	91724
5	Advantage Neuropsychiatric Associates Apc	OOC	P.O. BOX 1601		Sunset Beach	CA	90742-1601
6	Allan Markie	5	466 Foothill Blvd.	Ste 391	La Canada	CA	91011-3518
7	Allen's Counseling and Consultation	2	5631 S. La Cienega Blvd.		Los Angeles	CA	90056
8	Alvin Mahoney	5	2222 Foothill Blvd.	Ste E570	La Canada	CA	91011-1456
9	Anil Sharma	3	14860 Roscoe Blvd.	Ste 304	Panorama City	CA	91402-4683
10	Anthony Schnurer	3	P.O.Box 20040		Encino	CA	91416-0040
11	Anyanwu C. Onyekwere	4	P.O.Box 4570		Palos Verdes	CA	90274
12	Arjun Reyes	OOC	893 Patriot Dr.	Unit A	Moorpark	CA	93021
13	Asya Kupisk, M.D., Inc.	3	7779 Sunset Bld		Los Angeles	CA	90046
14	Aylene Lazar-Mcmahon	3	P.O. BOX 8403		Calabasas	CA	91372-8403
15	Bimlesh Garg, M.D., Inc.	1	1135 S. Sunset Ave	Ste 401	West Covina	CA	91790
16	Brian P. Miller, M.D. A Professional Corporation	OOC	5555 Grossmont Center Drive		La Mesa	CA	91942
17	Carlos Jordan Manzano, M.D., Inc.	4	P.O. BOX 4570		Gardena	CA	90274
18	Carlotta Freeman	3	20 Ironside St.	Ste 1	Marina Del Rey	CA	90292-5981
19	Cesar Cruz, M.D., A Professional Medical Corporation	5	415 W. Route 66	Suite 202	Glendora	CA	91740-4335
20	Charilyn Bringas	4	P.O.Box 4570 Palos Verdes		Peninsula	CA	90274
21	Chester Litvin	3	6229 AVE Morse Ave.		N. Hollywood	CA	91606-0032
22	Children and Families, Inc.	4	1525 Aviation Blvd.	Ste 389	Redondo Beach	CA	90278-2805
23	Clifford I Iriele Md Inc	2	P.O. BOX 34819		Los Angeles	CA	90034-0819
24	Community Behavioral Health Research Foundation	5	2432 Carolyn Dr.		Palmdale	CA	93551-5444
25	Concepcion Mangasep	4	7661 Puerto Rico Dr.		Buena Park	CA	90620-1270
26	Cordelia Rose Onyekwe	4	P.O. BOX 4570		Palos Verdes Peninsula	CA	90274-9604
27	Craig Wronski	4	18811 Huntington Street	Ste 200	Huntington Beach	CA	92648-6003
28	Cyrus Nasserian, M.D., Inc.	5	415 W. Route 66	Ste 202	Glendora	CA	91740-4335
29	EB Psych Solution, Inc		1125 E 17th St.	N153	Santa Ana	CA	92701-2201
30	Eleanor Lavretsky	3	462 N. Linden Drive	Ste 230	Beverly Hills	CA	90212-2264
31	Emily K. Ackerman	5	415 W. Route 66	Suite 202	Glendora	CA	91740
32	Ercell Hoffman	2	4034 E. Elizabeth St.		Compton	CA	90221-4672
33	Estelita B. Calica, M.D., APC	5	1505 Wilson Terrace	Ste 230	Glendale	CA	91206-4074
34	Esther Okafor	4	P.O.Box 4570		Palos Verdes	CA	90274
35	Eugene Karpus	3	325 E. Hillcrest Drive	Ste 240	Thousand Oaks	CA	91360-7790
36	Evangelos Coskinas	OOC	427 E. 17th Street	Ste F469	Costa Mesa	CA	92627-3201
37	Faina Zlatogorov	3	7531 Santa Monica Blvd.	Ste 205	Los Angeles	CA	90046-6458
38	Gadson Johnson	3	701 Santa Monica Blvd.	Ste 230	Santa Monica	CA	90401
39	Gail Ross	OOC	P.O. BOX 3200		Laguna Hills	CA	92654-3200

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 OUTPATIENT SPECIALTY MENTAL HEALTH SERVICES CONTRACTS
 INDIVIDUAL PROVIDERS

ATTACHMENT II

Count	Contract Name	Supervisory District	Street Address	Ste. #	City	State	Zip Code
40	Gamini Jayasinghe	OOC	8522 Travistuck Place		Buena Park	CA	90621-1602
41	George Blair	3	2001 S. Barrington Ave.	Ste 215	Los Angeles	CA	90025-5385
42	Ghada Al-Asadi	5	415 W. Route 66	Suite 202	Glendora	CA	91740-4335
43	Haleh Eghrari Psychology, Inc	3	10700 Santa Monica Blvd.	Ste 300	Los Angeles	CA	90025
44	Hassan Farrag	3	P.O.Box 20040		Encino	CA	91325
45	Healing Source Medical, Inc.	OOC	1601 Dove Street	Ste 185	Newport Beach	CA	92660-2441
46	Helen Ntung	4	P.O. BOX 4570		Palos Verdes Peninsula	CA	90274-9607
47	Hiruy Gessesse	4	P.O.Box 4570		Palos Verdes Peninsula	CA	90274-9607
48	Howard Askins, M.D., A Medical Corporation	5	960 E. Green St.	Ste 202	Pasadena	CA	91106-2401
49	Human Development Associates, Clinical and Forensic Psychology, Inc.	3	7250 Franklin Avenue	Ste 1115	Los Angeles	CA	90046-3046
50	Irine Achuamang	4	P.O. Box 4570		Palos Verdes Peninsula	CA	90274
51	Jack Freinhar	4	24050 Madison St.	Ste 100-P	Torrance	CA	90505-6080
52	James Pratty	4	21081 S. Western Ave	250	Torrance	CA	90501-1703
53	Jeanne Young	2	10801 National Blvd.	Ste 240	Los Angeles	CA	90064-4141
54	Jeromy Asido NP, Psychiatric Nursing Services, Inc.	5	415 W. Route 66	Suite 202	Glendora	CA	91740
55	Joan Lowe	2	1156 Bronson Ave.		Los Angeles	CA	90019-3235
56	John Kim	4	P.O.Box 4570		Palos Verdes Peninsula	CA	90274-9607
57	Jon Chaffee	4	5349 E 2nd St.		Long Beach	CA	90803-5357
58	Jon Wong	3	8306 WILSHIRE BLVD.	Ste 501	BEVERLY HILLS	CA	90211-2304
59	Jonathan Brand	5	P.O.Box 4570		Palos Verdes Peninsula	CA	90274-9607
60	Jory Goodman	3	433 N. Camden Drive, Forth Floor		Beverly Hills	CA	90210
61	Joseph Mirkovich	4	6521 Via Lorenzo		Rancho Palos Verdes	CA	90275-6543
62	Juden C. Valdez, M.D., Inc.	4	1000 Via Nogales		Palos Verdes Estates	CA	90274-1624
63	Judith Vukov, M.D., Inc.	5	P.O. BOX 10578		GLENDALE	CA	91209-3578
64	Karun Gogna M.D. INC	5	415 W. Route 66	Suite 202	Glendora	CA	91740
65	Kenneth Phun	1	2418 San Gabriel Blvd.		Rosemead	CA	91770-3674
66	Kevin Stephanoff Md Inc.	4	P.O.Box 525		Redondo Beach	CA	90277-0525
67	Ladan Safvati	3	18345 VENTURA BLVD	STE 507	TARZANA	CA	91356-4245
68	Laura Goddard	2,4	5003 Halison St.		Torrance	CA	90503
69	Lemon Heights Holdings, Inc.	4	17215 Stubbaker Rd	Ste 110	Cerritos	CA	90703
70	Lev G Gertsik, Md Inc.	5	726 Garfield Ave.		South Pasadena	CA	91030-2807
71	Lincoln Bickford	4	PO Box 4570		Palos Verdes Peninsula	CA	90274
72	Litos O. Mallare, M.D., Inc.	3	23823 Malibu Road	Ste 50, #189	Malibu	CA	90265-5564
73	Lorena Fuentes, NP., Psychiatric Nursing Corp.	3	415 W. Route 66	202	Glendora	CA	91740
74	Louis Simpson	2	4572 Don Milagro DR.,		LOS ANGELES	CA	90008-3619
75	Lukas Alexanian, MD	5	1560 E. Chevy Chase Dr.	130	Glendale	CA	91206-4140
76	Luzviminda Nobleza	4	2221 W. 232nd Street		Torrance	CA	90501-5721
77	Lyubov Burgina INC.	3	14903 S. Normandie Ave.	Ste 214	Gardena	CA	90247-4830
78	Madeleine M. Valencerina, M.D., Inc.	4	P.O. BOX 4500		CERRITOS	CA	90703-4500

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 OUTPATIENT SPECIALTY MENTAL HEALTH SERVICES CONTRACTS
 INDIVIDUAL PROVIDERS

Count	Contract Name	Supervisorial District	Street Address	Ste. #	City	State	Zip Code
79	Mahnaz Kheiri	3	5060 Chimineas Ave.		Tarzana	CA	91356-4351
80	Mahtab K. Yousefi, MD	OOC	427 E. 17th street	F249	Costa Mesa	CA	92627-3201
81	Manolito Fidel	4	28919 Covecrest Drive		Racho Palos Verdes	CA	90275-4703
82	Marc Borkheim	3	10990 Rochester Ave.	Ste 312	Los Angeles	CA	90024-6282
83	Maryam Farmani	3	18530 HATTERAS ST	Ste 213	TARZANA	CA	91356-1914
84	Matthew M. White, PMHNP-BC	5	1560 e. Chevy Chase Dr.	130	Glendale	CA	91206
85	Matthew Wong	4	P.O. Box 4570		PALOS VERDES PENINSULA	CA	90274-9607
86	Mehboob Makhani, Md, A Professional Corporation	3	20211 Via Medici		Northridge	CA	91326-4059
87	Michael Hernandez	4	1720 East Cesar Chavez Ave	4th Flr	Los Angeles	CA	90033
88	Michael Schwartz	OOC	427 E. 17th Street	Ste 229	Costa Mesa	CA	92627-3201
89	Mir Ali-Khan M.D., Professional Corporation	3	2900 East Del Mar Blvd		Pasadena	CA	91107
90	Moiez Khankhanian, M.D., Inc.	1	933 S. Sunset Ave.	Ste 105	West Covina	CA	91790-3410
91	Mukund Deshmukh, M.D., Inc., PC	4	6143 E. Cliffway Dr Orange, CA 92869		Orange	CA	92869
92	Nageswara R. Guntupalli, M.D., Inc.	5	500 W. Badillo Street		Covina	CA	91722-3762
93	Nisha Warikoo	OOC	19200 Von Karman Ave	430	Irvine	CA	92812-8553
94	Now I See A Person Institute Corporation	2	1440 Reeves St	Ste 101	Los Angeles	CA	90035-2950
95	Pantea Farhadi Md A Medical Corporation	3	8581 Santa Monica Blvd.	137	West Hollywood	CA	90069-4120
96	Peter Carlson	4	23210 Crenshaw Blvd.	Ste 100	Torrance	CA	90505-3182
97	Phillip D. Snyder, Ph.D., A Professional Corporation	5	960 E. GREEN ST.	STE 202	PASADENA	CA	91106-2401
98	PsychFitness, A Professional Medical Corporation	4	409 N. Pacific Coast Hwy.	Ste 441	Redondo Beach	CA	90277-2870
99	Psychiatric Excellence	3	651 N. Sepulveda Blvd.	Ste 2012	Los Angeles	CA	90049-2185
100	Raul Lara	3	7220 Owensmouth Ave.	Ste 207	Canoga Park	CA	91303-1592
101	Reinald Revilla	4	P.O. BOX 4570		PALOS VERDES PENINSULA	CA	90274-9607
102	Renee Smith	4	10267 Newville Ave.		Downey	CA	90241-3036
103	Richard Angelo Monforte	4	P.O.Box 4570		Palos Verdes Peninsula	CA	90274-9607
104	Rick Jenkins Md Inc	4	1703 Termino Ave.	Ste 110	Long Beach	CA	90804-2124
105	Rinkenberger, Amalia	3	P.O. BOX 5040		Sherman Oaks	CA	91413-5040
106	Robert Imani, M.D., Inc., A Medical Corporation	5	1505 W. Ave. J	Ste 103	Lacaster	CA	93534-2844
107	Said Jacob	5	415 W. Route 66	Suite 202	Glendora	CA	91740-4335
108	Sambin Wang, D.O., A Professional Corporation	5	415 W. ROUTE 66	STE 202	GLENDORA	CA	91740-4335
109	Sarah Cho Ko	4	3030 W. Olympic Blvd.	Ste 217	Los Angeles	CA	90006
110	Sasinee J. Bhosai, NP. Psychiatric Nursing Corp.	5	415 W. Route 66	Suite 202	Glendora	CA	91740
111	SCV Counseling Center	5	23504 Lyons Avenue	Ste 401 B	Santa Clarita	CA	91321-2500
112	Shao Hua Ye MD Inc.	1	416 W Las Tunas Dr.	205	San Gabriel	CA	91776-1236
113	Sheree Jones-Pistol A Marriage And Family Therapy Corporation	3	18375 VENTURA BLVD	Ste 309	TARZANA	CA	91356-4218
114	Soheil Ahaddian	3	9735 Wilshire Blvd.	Ste 228	Beverly Hills	CA	90212-2110
115	Sonnia Ahinasi	4	P.O. BOX 4570		Palos Verdes Peninsula	CA	90274-9607
116	Stephanie M. Eiland NP Psychiatric Nursing Corporation	5	415 W. Route 66,	ste 202	Glendora	CA	91740
117	Steve Yang NP Nursing Corp	5	415 Route 66	ste 202	Glendora	CA	91740

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 OUTPATIENT SPECIALTY MENTAL HEALTH SERVICES CONTRACTS
 INDIVIDUAL PROVIDERS

ATTACHMENT II

Count	Contract Name	Supervisorial District	Street Address	Ste. #	City	State	Zip Code
118	Stuart A. Lerner, M.D., A Medical Corporation	3	3721 Oceanhill		Malibu	CA	90265-5639
119	Sung E. Shim, M.D., Inc.	5	415 W. ROUTE 66	202	GLENDORA	CA	91740
120	Tsilya Bass M.D., Inc.	3	1111 N. Fairfax Ave.	109	Los Angeles	CA	90046-5363
121	Victoria Omuson	4	P.O. BOX 4570		Palos Verdes Peninsula	CA	90274-9607
122	Viguen Movsesian M.D., Inc.	3	3030 W. Olympic Blvd.	Ste 217	LOS ANGELES	CA	90006
123	Wadie Alkhouri	5	1620 S. Grand Ave.		Glendora	CA	91740-5433
124	Wakelin McNeel	1	750 Terrado Plaza	Ste 40	Covina	CA	91723-3445
125	Zaheib Idrees, D.O., A Professional Corporation	3	415 W. Route 66	Suite 202	Glendora	CA	91740