



# Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

**DATE:** February 14, 2024

**TIME:** 11:30 a.m. – 1:30 p.m.

**MEETING CHAIR:** Angelica Ayala, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Atineh Sepanian

**This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' August 8, 2023, order, which suspended the application of Board Policy 3.055 until March 31, 2024.**

To participate in the meeting in person, the meeting location is:

Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 140

To participate in the meeting virtually, please call the teleconference number:

1 (323) 776-6996 and enter the following: 403 234 317# or [Click here to join the meeting](#)

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Two (2) minutes are allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

- I. Call to order
- II. **Information Item(s) (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**
  - a. **DHS:** Authorize the Sole Source Acquisition of Various Radiology Equipment for Olive View-UCLA Medical Center
  - b. **DHS:** Request to Accept Compromise Offer of settlement for Patient Seen Under the Trauma Center Service Agreement

- c. **DHS:** Approval Of Consultant Services Agreements for On-call Architectural/Engineering and Support Services for the Department of Health Services
- d. **DPH:** Approval to Execute Amendments to Three Home Visitation Program Services Contracts (#07367)
- e. **DPH:** Approval to Execute an Amendment to Master Agreement Work Order PH-003520-W5 with Fraser Communications for the Provision of Tobacco Control and Prevention Program Media Services (#7343)

III. **Presentation Item(s):**

- a. **DMH:** Approval To Execute A New 24-hour Residential Treatment Program Contract With Telecare Corporation For Adult Psychiatric Health Facility Services At The Martin Luther King Jr. Behavioral Health Center

- IV. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting
- V. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda.
- VI. Public Comment
- VII. Adjournment

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/14/2024							
<b>BOARD MEETING DATE</b>	2/27/2024							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	Health Services							
<b>SUBJECT</b>	Authorize the Sole Source Acquisition of Various Radiology Equipment for Olive View-UCLA Medical Center							
<b>PROGRAM</b>	N/A							
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A							
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$2,197,000</td><td>Funding source: DHS FY 2023-24 Final Budget</td></tr> <tr> <td colspan="2">TERMS (if applicable): N/A</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$2,197,000	Funding source: DHS FY 2023-24 Final Budget	TERMS (if applicable): N/A		Explanation:	
Total cost: \$2,197,000	Funding source: DHS FY 2023-24 Final Budget							
TERMS (if applicable): N/A								
Explanation:								
<b>PURPOSE OF REQUEST</b>	Authorize the Director of the Internal Services Department, as the Los Angeles County's Purchasing Agent, to proceed with the sole source acquisition of various radiology equipment from Siemens Medical Solutions USA, Inc. (Siemens) and Spectrum Dynamics Medical Inc. (Spectrum) for the Department of Health Services' (DHS) Olive View-UCLA Medical Center (OV-UCLA MC), with a total estimated cost of \$2,197,000.							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On February 5, 2013, the Board of Supervisors (Board) instructed the Director of DHS to report back within 30 days on protocols for prioritizing medical equipment purchases, maintenance, and replacement throughout all of its facilities. On March 5, 2013, the Director of DHS provided the report to the Board, which described the criteria used to determine the priority and timing for replacement of the medical equipment at all DHS facilities. Beginning in Fiscal Year (FY) 2013-14, DHS established a \$10 million ongoing revolving fund to purchase and install the radiology equipment and make the necessary room alterations required to accommodate such equipment throughout DHS. DHS subsequently convened a group of subject matter expert radiologists and supply chain staff to assess DHS patient care needs for the future and thoroughly review available imaging technology in an effort to standardize imaging care across DHS, which will also provide the opportunity for group purchasing discounts, and ensure consistent integration with the Online Realtime Centralized Health Information Database system (ORCHID, formerly referred to as the Electronic Health Record Information System). This group has approved the use of these radiology funds to purchase the recommended radiology equipment for OV-UCLA MC.</p> <p>The acquisition will allow DHS to continue its acquisition strategy to standardize, replace, and update existing radiology equipment. The acquisition of a new Siemens SPECT</p>							

	<p>CT, Spectrum DSPECT unit, and Siemens R &amp; F unit will allow OV-UCLA MC to replace two end of life Nuclear Medicine cameras and a nonfunctioning Radiography and Fluoroscopy (R &amp; F) unit. The SPECT CT imaging equipment from Siemens which will be used to diagnose and determine the severity of a variety of diseases, including many types of cancers, heart disease, gastrointestinal, endocrine, neurological disorders and other abnormalities within the body. The DSPECT Cardiac camera will be utilized to perform nuclear medicine cardiac imaging and evaluate for underlying coronary artery disease requiring intervention. The Siemens R &amp; F unit which will be utilized to evaluate various gastrointestinal, infertility, pulmonary and musculoskeletal pathology.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please explain how:</p> <p>SPECT CT imaging is considered standard of care for Nuclear Medicine studies and the installation of a SPECT CT unit will benefit the DHS patient population by diagnosing various diseases to aid in patient treatment and provide equitable health service to DHS patients. Currently, HUCLA has 2 SPECT CTs installed and LA General has requested funding for 3 SPECT CT's. The SPECT CT purchase will ensure all 3 DHS hospital offer the same standard of care for Nuclear medicine. The DSPECT unit will ensure equitable health services in aiding the diagnostic of coronary artery disease and the R &amp; F unit is considered standard of care for General Radiology services and will ensure equitable health services utilizing fluoroscopy and x-ray studies to diagnose various gastrointestinal, infertility, pulmonary and Musculoskeletal pathology.</p>
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>The installation of the SPECT CT, DSPECT and R &amp; F units will promote the Anti-Racism, Diversity and Inclusion priority by continuing to provide Nuclear Medicine and General Radiology services to the San Fernando Valley underserved patient population which includes marginalized and minority populations.</p>
<b>DEPARTMENTAL CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <p>DHS - Jason Ginsberg, Chief of Supply Chain Operations, (323) 914-7926, <a href="mailto:jginsberg@dhs.lacounty.gov">jginsberg@dhs.lacounty.gov</a>;</p> <p>DHS – Jessica Kuo, Chief Operating Officer, (747) 210-3300, <a href="mailto:jkuo@dhs.lacounty.gov">jkuo@dhs.lacounty.gov</a>;</p> <p>County Counsel- Kelly Hassel, <a href="mailto:khassel@counsel.lacounty.gov">khassel@counsel.lacounty.gov</a>, (213) 974-1803</p>

February 27, 2024

**DRAFT**

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

Dear Supervisors:

**AUTHORIZE THE SOLE SOURCE ACQUISITION OF VARIOUS RADIOLOGY  
EQUIPMENT FOR OLIVE VIEW-UCLA MEDICAL CENTER  
(SUPERVISORIAL DISTRICT 3)  
FISCAL YEAR 2023-24  
(3 VOTES)**

**SUBJECT**

Authorize the Director of the Internal Services Department (ISD), as the Los Angeles County (LA County) Purchasing Agent, to proceed with the sole source acquisition of various radiology equipment with a purchase cost in excess of \$250,000 for the Department of Health Services' (DHS) Olive View-UCLA Medical Center (OV-UCLA MC).

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Director of ISD, as the LA County's Purchasing Agent, to proceed with the sole source acquisition of various radiology equipment detailed in Attachment A from Siemens Medical Solutions USA, Inc. (Siemens) and Spectrum Dynamics Medical Inc. (Spectrum) for the DHS OV-UCLA MC, with a total estimated cost of \$2,197,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will authorize ISD, as the LA County's Purchasing Agent, to proceed with the sole source acquisition of various radiology equipment with a total estimated cost of \$2,197,000 detailed in Attachment A for OV-UCLA MC, allowing DHS to continue its acquisition strategy to standardize, replace, and update existing radiology equipment. The acquisition of a new Siemens SPECT CT, Spectrum DSPECT unit, and Siemens R and F unit will allow OV-UCLA MC to replace two end of life Nuclear Medicine cameras and a nonfunctioning Radiography and Fluoroscopy (R and F) unit.

On February 5, 2013, the Board of Supervisors (Board) instructed the Director of DHS to report back within 30 days on protocols for prioritizing medical equipment purchases, maintenance, and replacement throughout all its facilities. On March 5, 2013, the

Director of DHS provided the report to the Board, which described the criteria used to determine the priority and timing for replacement of the medical equipment at all DHS facilities. Beginning in Fiscal Year (FY) 2013-14, DHS established a \$10 million ongoing revolving fund to purchase and install radiology equipment and make the necessary room alterations required to accommodate such equipment throughout DHS. DHS subsequently convened a group of subject matter expert radiologists and supply chain staff to assess DHS patient care needs for the future and thoroughly review available imaging technology in an effort to standardize imaging care across DHS, which will also provide the opportunity for group purchasing discounts, and ensure consistent integration with the Online Realtime Centralized Health Information Database system (ORCHID), formerly referred to as the Electronic Health Record Information System. This group has approved the use of these radiology funds to purchase the recommended radiology equipment for OV-UCLA MC identified in Attachment A.

### SPECT CT Equipment

DHS plans to purchase the SPECT CT imaging equipment from Siemens which will be used to diagnose and determine the severity of many diseases, such as cancers, heart disease, gastrointestinal, endocrine, neurological disorders, and other abnormalities within the body. During the selection process nuclear medicine equipment was evaluated from various manufacturers. The committee determined Siemens was the preferred vendor since Siemens was the only vendor with an automated quality control option and an automatic collimator changer which is stored on the table decreasing the need to move heavy collimators in the room and allowing nuclear medicine technologists to spend more time on patient care. Siemens imaging equipment also has a unique "Smart Zoom" collimator to reduce radiation dose and scan time and has the highest sensitivity detector technology in the industry which will increase diagnostic accuracy.

### Radiography and Fluoroscopy Equipment

DHS intends to purchase the proprietary Siemens R and F unit which will be utilized to evaluate various gastrointestinal, infertility, pulmonary and musculoskeletal pathology. The Supply Chain Operations Value Analysis (SCOVA) Radiology Committee reviewed R and F equipment from four major vendors (GE, Siemens, Toshiba, and Philips). Siemens R and F equipment was the selected equipment based on a standardized evaluation process that considered: a) cost; b) image quality; c) desired functions; and d) compatibility and interoperability with the enterprise-wide computer network for digitized radiologic images and reports. Alternate factors considered for this selection were the ability to meet facility specific minimum space requirements. R and F is used to diagnose and determine the extent of a variety of diseases, including gastrointestinal obstruction, cancer, infertility, and certain joint diseases, as well as to diagnose speech pathology.

### DSPECT C-Cam Imaging System

DHS plans to purchase the DSPECT camera from Spectrum to replace the end-of-life Nuclear Medicine camera. The DSPECT Cardiac camera will be utilized to perform nuclear medicine cardiac imaging and evaluate for underlying coronary artery disease requiring intervention. The DSPECT camera is the only camera which meets the minimum space requirements for the allocated space.

The establishment of the capital project for the necessary room alterations to accommodate the equipment will be submitted for the Board's approval through a separate Board letter and related appropriation adjustment at a future date.

### **Implementation of Strategic Plan Goals**

This recommendation support Goal II.2 "Support the Wellness of Our Communities" and III.3, "Pursue Operational Effectiveness, Fiscal Responsibility and Accountability" of the LA County Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total estimated cost is \$2,197,000. The cost includes the equipment identified in Attachment A, 12-month service warranty, freight, and tax. Funding is included in the Fiscal Year 2023-24 Final Budget.

### **Operating Budget Impact**

DHS will request and fund the associated ongoing annual maintenance, as needed, in future budget phases. There is no net County cost impact associated with the recommendation.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On October 16, 2001, the Board approved the classification categories for fixed assets and new requirements for major fixed asset (now referred to as capital asset) acquisitions requiring LA County departments to obtain Board approval to acquire or finance equipment with a unit cost of \$250,000 or greater prior to submitting their requisition to ISD.

### **CONTRACTING PROCESS**

The acquisition of equipment falls under the statutory authority of the LA County Purchasing Agent and will be accomplished in accordance with LA County's purchasing policies and procedures for sole source purchases.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of purchasing this equipment will ensure continued provision of care for patients requiring nuclear medicine, radiography, and fluoroscopy imaging to diagnose various diseases.

Respectfully submitted,

Christina R. Ghaly, M.D.  
Director

CRG: jc

Enclosure

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors  
Internal Services Department



**ATTACHMENT A**

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF HEALTH SERVICES**  
**RADIOLOGY EQUIPMENT OVER \$250,000**  
**FISCAL YEAR 2023-24**

<b>No.</b>	<b>Vendor</b>	<b>Category</b>	<b>Quantity</b>	<b>Description</b>	<b>Cost</b>
1	Siemens	Nuclear Medicine	1	SPECT CT-Symbia Pro.specta X3	\$952,000
2	Siemens	Radiography and Fluoroscopy	1	Luminos Agile Max	\$723,000
3	Spectrum	Nuclear Medicine	1	DSPECT C-CAM Imaging System	\$522,000
		<b>Total</b>	<b>3</b>		<b>\$2,197,000</b>

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/14/2024		
<b>BOARD MEETING DATE</b>	2/27/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Health Services (DHS)		
<b>SUBJECT</b>	REQUEST TO ACCEPT COMPROMISE OFFER OF SETTLEMENT FOR PATIENT SEEN UNDER THE TRAUMA CENTER SERVICE AGREEMENT.		
<b>PROGRAM</b>	Health Services		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Not Applicable		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$0.00	Not Applicable	
	TERMS (if applicable): Not Applicable		
	Explanation: There is no net cost to the County		
<b>PURPOSE OF REQUEST</b>	<p>Requesting Board approval for the acceptance of a compromise offer of settlement for a patient account that is unable to be paid in full. The payment will replenish the Los Angeles County Trauma Funds.</p> <p>The Board is being asked to authorize the Director, or designee, to accept the attached compromise offer of settlement, pursuant to Section 1473 of the Health and Safety Code. This will expedite the County's recovery of revenue totaling \$17,000.00 for medical care provided at Rancho Los Amigos NRC.</p>		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The acceptance of the attached compromise settlement will help maximize net revenues and will help DHS meet its' budgeted revenue amounts.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: DHS, Virginia Perez, Associate Hospital Administrator II, (626) 525-6077 virperez@dhs.lacounty.gov County Counsel, Kelly Hassel, Deputy County Counsel, (213) 974-1803 khassel@counsel.lacounty.gov		

February 27, 2024

**DRAFT**

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

Dear Supervisors:

**REQUEST TO ACCEPT COMPROMISE OFFER OF SETTLEMENT  
FOR PATIENT SEEN UNDER THE  
TRAUMA CENTER SERVICE AGREEMENT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request authorization from the Los Angeles County (LA County) Board of Supervisors (Board) for the Director of Health Services (Director), or designee, to accept a compromise offer of settlement for a patient who received medical care at either a LA County facility and/or at a non-County operated facility under the Trauma Center Service Agreement. The compromise offer of settlement referenced below is not within the Director's authority to accept.

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Director, or designee, to accept the attached compromise offer of settlement, pursuant to Section 1473 of the Health and Safety Code, for the patients who received medical care at Rancho Los Amigos National Rehabilitation Center:

- Account Number 101968100 in the amount of \$17,000.00 (Attachment I).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Patient who received medical care at Rancho Los Amigos National Rehabilitation Center. The compromise offer of settlement for this patient account is recommended because the patient is unable to pay the full amount of charges, and the compromise offer represents the maximum amount the Department of Health Services (DHS) was able to negotiate or was offered.

It is in the best interest of LA County to approve the acceptance of the compromise offer, as it will enable the DHS to maximize net revenue on this account.

**Implementation of Strategic Plan Goals**

The recommended action will support Strategy III.3 “Pursue for Operational Effectiveness, Fiscal Responsibility, and Accountability” of LA County’s Strategic Plan.

**FISCAL IMPACT/FINANCING**

The approval will recover revenue totaling \$17,000.00 in charges.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Under LA County Code Chapter Section 2.76.046, the Director, or designee, has the authority to reduce patient account liabilities by the greater of i) \$15,000, or ii) \$75,000 or 50 percent of the account balance, whichever is less. Any reduction exceeding the Director’s, or designee’s, authority requires Board approval.

On January 15, 2002, the Board adopted an ordinance granting the Director, or designee, authority to compromise or reduce patient account liabilities when it is in the best interest of LA County to do so.

On November 1, 2005, the Board approved a revised ordinance granting the Director, or designee, authority to reduce, on an account specific basis, the amount of any liability owed to LA County which relates to medical care provided by third parties for which LA County is contractually obligated to pay and related to which LA County has subrogation or reimbursement rights. The revised ordinance was adopted by the Board on December 8, 2005.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Maximizing net revenues on patients who received medical care at LA County facilities will help DHS meet its budgeted revenue amounts.

Respectfully submitted,

Christina R. Ghaly, M.D.  
Director

CRG:rs:vp

Enclosures

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

**DATA FOR COMPROMISE SETTLEMENT**

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES  
TRANSMITTAL 24-01-A

Amount of Aid	\$70,294.00	Account Number	101968100
Amount Paid	\$1,800.59	Name	Adult Female
Balance Due	\$68,493.41	Service Date	02/13/21 – 02/20/21
Compromise Amount Offered	\$17,000.00	Facility	Rancho Los Amigos National Rehabilitation Center
Amount to be Written Off	\$51,493.41	Service Type	Inpatient

**JUSTIFICATION**

The patient was treated at Rancho Los Amigos National Rehabilitation Center at a total cost of \$70,294.00.

The patient has Humana insurance, and because it was an out of network visit, the insurance only paid \$1,800.59, leaving the patient to bear the balance of \$68,493.41. The patient's attorney made a strong argument that the patient should only be responsible for paying the co-insurance amount of \$16,704.31. The attorney is offering to pay the hospital \$17,000.00 to settle this matter.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/14/2024		
<b>BOARD MEETING DATE</b>	2/27/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Health Services		
<b>SUBJECT</b>	Request for approval of Consultant Services Agreement for on-call Architectural/Engineering and Support Services for the Department of Health Services		
<b>PROGRAM</b>	Capital Projects		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	n/a		
<b>COST &amp; FUNDING</b>	Total cost: \$1,000,000	Funding source: DHS Fiscal Year 2023-24 Final Budget, and will be requested in future fiscal years as needed.	
	TERMS (if applicable):		
	Explanation: Annual maximum contract amount is \$1,000,000 per Agreement with a term of 3 years with a contingency amount not to exceed 25%		
<b>PURPOSE OF REQUEST</b>	Requesting authority to execute separate Agreements for four (4) qualified and experienced architectural and engineering firms on an on-call bases to provide services throughout the County of Los Angeles for the Department of Health Services.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Department of Public Works previously obtained services of Architectural/Engineering consultants to assist DHS with the planning and designing of various capital projects at the DHS facilities. The recommended direct contracts will enable DHS to more expediently meet project schedules and eliminate the DPW cost of using their consulting agreements by directly working with such consultants.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: DHS- Stephen Scott, Directory of Capital Projects, (323)-606-2905, sscott2@dhs.lacounty.gov  County Counsel – Victoria Mansourian, Principal Deputy County Counsel, (213) 974-6681, VMansorian@consel.lacounty.gov		

February 27, 2024

**DRAFT**

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

Dear Supervisors:

**APPROVAL OF CONSULTANT SERVICES AGREEMENTS FOR ON-CALL  
ARCHITECTURAL/ENGINEERING AND SUPPORT SERVICES FOR THE  
DEPARTMENT OF HEALTH SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request for approval of (i) delegated authority to the Director of Health Services (DHS Director), or authorized designee, to execute agreements with RBB Architects Inc. (RBB), HMC Group (HMC), Huitt-Zollars, Incorporated (Huitt), and Taylor & Associates Architects, Inc. (Taylor) for the provision of On-Call Architectural/Engineering and Support Services for the Department of Health Services (DHS), with an annual maximum obligation of \$1,000,000 per agreement, and amendments to the agreements pursuant to the recommendations stated below, and (ii) delegated authority to the Director of Public Works (DPW Director), or authorized designee, to authorize additional and modified services and extension of the term of each agreement as necessary to complete the required services when certain conditions are met.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the DHS Director, or authorized designee, to execute an agreement (Agreement) with each of RBB, HMC, Huitt, and Taylor, effective upon execution for a period of three years, with two one-year extension options, for the provision of On-Call Architectural/Engineering and Support Services throughout Los Angeles County (LA County) for the Department of Health Services (DHS), with a contract annual amount not to exceed \$1,000,000 for each Agreement. Any unspent Agreement amounts will be rolled over to the next contract year, including option years, if exercised. These Agreements will be subject to the amendments as stated below.
2. Delegate authority to the DHS Director, or authorized designee, to execute amendments to each Agreement, to: (a) exercise the term extension options extend the term of the Agreement for up to two additional one-year periods; (b) add, delete,

and/or change Agreement terms and conditions that are non-substantive, required by the Board of Supervisors (Board) or the Chief Executive Officer (CEO), or necessary for compliance with applicable law; (c) approve necessary changes to scope of services; (d) increase the annual maximum obligation amount by up to 25% for each contract year; and (e) execute and approve Cost-of-Living Adjustments (COLAs) to each contractor's hourly fee schedule in the option years, at the discretion of the DHS Director, or authorized designee, consistent with Board Policy No. 5.070 – Multi-Year Services Contract Cost of Living Adjustments.

3. Delegate authority to the DPW Director, or authorized designee, to authorize additional and modified services and extend the term of each Agreement as necessary to complete those additional or modified services when those services are: (i) previously unforeseen, (ii) related to a previously assigned scope of work on a given project, and (iii) are necessary for the completion of that given project.
4. Delegate authority to the DHS Director, or authorized designee, to execute amendments to the Agreements to implement any changes authorized to the DPW Director pursuant to the delegated authority described in Recommendation 3.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

### **Background**

DHS is undertaking several capital improvement projects and would benefit from the ability to directly access the services of qualified and experienced architectural and engineering firms in the field of health care planning on an on-call basis. Typically, the Department of Public Works (DPW) obtains the services of such consultants. The recommended Agreements will enable DHS to meet project schedules more expediently by independently obtaining the necessary technical expertise for planning, design, and other related project tasks. These Agreements are also needed to meet the fluctuating demands for additional work resulting from varying levels of capital improvement activity.

### **Recommendations**

Approval of the first recommendation will allow the DHS Director, or authorized designee, to execute four separate On-Call Architectural/Engineering and Support Service Agreements, substantially similar to Exhibit 1, with RBB, HMC, Huitt, and Taylor to provide services throughout LA County for DHS. The initial term of each Agreement will be three years, with an option to extend each Agreement term for up to two additional one-year periods, at the discretion of the DHS Director, with a maximum Agreement obligation of \$1,000,000 per year or \$3,000,000 for the initial three-year term.



Approval of the second recommendation will allow the DHS Director, or authorized designee, to exercise the options to extend the term of each Agreement for up to two additional one-year periods. Approval of this recommendation will also allow the DHS Director, or authorized designee, to: (a) add, delete, and/or change non-substantive, the Board or CEO required, and legally mandated terms and conditions in the Agreement; (b) approve necessary changes to scope of services; (c) increase the annual maximum obligation amount by up to 25% for each contract year; and (d) execute and approve COLAs to each contractor's hourly fee schedule in the option years, at the discretion of the DHS Director, or authorized designee, consistent with the Board's COLA policy.

Approval of the third recommendation will allow the DPW Director to authorize additional and modified services and extend the term of each Agreement as necessary to complete those additional or modified services.

Approval of the fourth recommendation will allow the DHS Director, or authorized designee, to extend each Agreement as necessary for completion of an existing project.

### **Implementation of Strategic Plan Goals**

The recommended actions support Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability" of LA County's Strategic Plan

### **FISCAL IMPACT/FINANCING**

The annual maximum obligation of each Agreement is \$1,000,000, with a contingency amount not to exceed 25% for each contract year. Funding is included in the DHS Fiscal Year 2023-24 Final Budget and will be requested in future years' budgets, as needed. There is no net County cost impact associated with any of the recommended actions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A standard consultant services agreement, in the form previously approved by County Counsel, will be used. The consultant services agreements, including the recommended Agreements, contain terms and conditions in compliance with the CEO's and the Board's requirements.

The expiration of each of the consultant services agreements is subject to the following condition: where services for a given project have been authorized in writing by LA County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

The Agreements include all Board required provisions. The Agreements may be terminated for convenience by LA County upon three days prior written notice to contractors.

County Counsel has approved Exhibit(s) I as to form.

The On-Call Architectural/Engineering and Support Services Agreements are not Proposition A contracts, since services will be provided on an intermittent and as needed basis, and, therefore, are not subject to the Living Wage Program (LA County Code Chapter 2.201).

### **CONTRACTING PROCESS**

On January 24, 2023, DPW released a Request for Proposals (RFP) to identify the most qualified proposer(s) for On-Call Architectural/ Engineering and Support Services for DHS. Notice of availability of the RFP was posted on LA County's "Doing Business with LA County" website, DPW's "Do Business with Public Works" website, and published on Daily Commerce, LA Daily Journal, LA Opinion, LA Sentinel, Malibu Times, Pasadena Star News, San Gabriel Valley Tribune, The Daily Breeze, The Signal, and Watts Times.

By the proposal submission deadline of March 1, 2023, DHS received 11 proposals. Proposals were evaluated using a two-phase selection process. Phase I was the Pass/Fail Evaluation of minimum mandatory requirements stated in the RFP. All proposers passed Phase I of the evaluation.

Phase II was an evaluation conducted by an Evaluation Committee comprised of DPW and DHS representatives familiar with architectural/engineering services. The informed averaging process was used. At the conclusion of Phase II, RBB, HMC, Huitt, and Taylor were the top ranked proposers. DHS has obtained a Letter of Intent from the four recommended proposers. Therefore, each of RBB, HMC, Huitt, and Taylor is being recommended for an Agreement. Debriefings were offered to seven of the proposers and four requested and received debriefing. There were no protests as a result of this solicitation.

DPW has evaluated and determined that the LA County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended Agreements. These Agreements are exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis.

These consultant services Agreements include a cost-of-living adjustment provision in accordance with the Board Policy No. 5.070 – Multi-Year Services Contract Cost-of-Living Adjustments.

The Honorable Board of Supervisors  
February 27, 2024  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will provide On-Call Architectural/Engineering and Support Services throughout LA County for DHS.

Respectfully submitted,

Christina R. Ghaly, M.D.  
Director

CRG: aca

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors  
Department of Public Works

**ON-CALL ARCHITECTURAL/ENGINEERING SERVICES FOR  
THE DEPARTMENT OF HEALTH SERVICES**

**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of California,  
hereinafter referred to as County,

AND

CONSULTANT, a [State of Incorporation]  
Corporation,  
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Scope of Services, Exhibit A. Consultant's proposal, Request for Proposals – BRC0000376 (RFP), On-Call Architectural/Engineering Services for the Department of Health Services, and all addenda/notices to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract (also referred to herein as Agreement) and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred to herein as Contractor.

### 3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of Health Services(hereinafter called Director), County agrees to pay the Consultant up to the contract annual amount not to exceed **One Million1,000,000**) in the manner set forth immediately below and according to the Schedule of Fees attached to this Agreement as Attachment 1. Any unspent contract capacity will be rolled over to the next contract term, including option years, if exercised. County does not warrant or represent that it will authorize the Consultant to perform any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Scope of Services, Exhibit A. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. At the sole discretion of the Director, or his/her designee, the initial contract amount may be supplemented by 25%, based on workload requirements. The amendment/change order shall be executed in accordance with Paragraph 8, Amendment. Work will be based on Consultant's fee schedule attached to this Agreement as **Attachment X**.
- c. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 8. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.
- d. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.
- e. If requested by the Consultant, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index

(CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the contract renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.

- f. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

#### 4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

#### 5. County's Responsibility

County will make available drawings, specifications, and other records as available in Health Services' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

#### 6. County's Representative

Director or Director's authorized representative shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

#### 7. Term

- a. The term of this Agreement shall be for a period of three years commencing on the date of full execution of the contract. At the sole discretion of the County, this Agreement may be extended for two additional one-year terms, not to exceed a total Contract period of five years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Consultant shall notify Health Services when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Health Services at the address herein provided in Notices Paragraph.
- c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services

are directly related to the initial scope of work and are necessary for the completion of a given project.

8. Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Consultant and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment or a change order to the Contract shall be prepared and executed by the Consultant and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.
- d. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Health Services and signed by the Consultant. If the change order is prepared by the Consultant, it shall be approved by Health Services and signed by the Consultant and the County. For Board approved supplemental amount to the Contract, a change order shall be prepared and executed by the Director or his designee to effectuate the increase in Contract amount.

9. Assignment and Delegation/Mergers or Acquisitions

- a. The Consultant shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Consultant 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.
- b. The Consultant shall 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, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract

shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

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

#### 10. Authorization Warranty

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

#### 11. Budget Reductions

In the event that the County's Board of Supervisors 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 Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

#### 12. Compliance with Applicable Law

- a. In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification



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

13. Compliance with Civil Rights Laws

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

14. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Consultant Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Consultant, has demonstrated to the County's satisfaction either that Consultant is not a Consultant as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, 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 Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Paragraph, Consultant means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full -time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if:
  - 1) the lesser number is a recognized industry standard as determined by the County,
  - or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days

or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subConsultant to perform services for the County under the Contract, the subConsultant shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

#### 15. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, 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.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make

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

16. Conflict of Interest

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

Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Consultant warrants that it is not now aware of any facts that create a conflict of interest. If Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph may be a material breach of this Contract subjecting Consultant to either Contract termination for default or debarment proceedings or both.

17. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

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

18. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

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

19. Background and Security Investigations

- a. Each of Consultant's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Consultant, regardless of whether the member of Consultant's staff passes or fails the background investigation.
- b. If a member of Consultant's staff does not pass the background investigation, County may request that the member of Consultant's staff be removed immediately from performing services under the Contract. Consultant shall comply with County's request at any time during the term of the Contract. County will not provide to Consultant or to Consultant's staff any information obtained through the County's background investigation.
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Consultant's staff pursuant to this Paragraph shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

20. CARD Track/Monitoring Database

The County maintains databases that track/monitor Consultant 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.

21. Compliance with County's Zero Tolerance Human Trafficking

Consultant acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Consultants from engaging in human trafficking.

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

22. Compliance with Fair Chance Employment Practices:

Consultant, and its subconsultants, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Consultant'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.

23. Compliance with the County Policy of Equity:

The consultant 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 consultant 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 consultant, its employees and subconsultants acknowledge and certify receipt and understanding of the CPOE. Failure of the consultant, its employees or its subconsultants 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 consultant to termination of contractual agreements as well as civil liability.

24. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Consultant 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 Consultants.
- b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Consultant may have with the County.
- c. The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant 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 Consultant's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- d. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.
  - e. The Consultant Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
  - f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Consultant Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
  - g. If the Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
  - h. The Consultant Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Consultant Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This

hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

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

i. These terms shall also apply to subConsultants of County Consultants.

25. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

The Consultant shall notify and provide to its employees, and shall require each Subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

26. Consultant's Warranty of Adherence to County's Child Support Compliance Program

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

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

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this Contract.

27. County's Quality Assurance Plan

The County, or its agent, will monitor the Consultant's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Consultant's compliance with all Contract terms and conditions and performance standards. Consultant deficiencies which County determines are significant or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board and listed in the appropriate Consultant performance database. The report to the Board will include improvement/corrective action measures taken by the County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

28. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

29. Damage to County Facilities, Buildings Grounds

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

30. Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- a. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- b. The Consultant shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any



other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- c. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- d. At any time during the duration of the agreement/contract, a Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not Feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

31. Disallowed Cost

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

32. Employment Eligibility Verification

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

33. Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that

the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Consultant and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

34. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Consultant's employees for which County may be found jointly or solely liable.

35. Force Majeure

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

- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-paragraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant 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.

36. Governing Law, Jurisdiction, and Venue

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

37. Gratuities

Consultant is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Consultant relating to the amendment or extension of the Contract or the making of any determinations with respect to Consultant's performance under this Contract. A Consultant shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.

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

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

Note that Consultant's failure to adhere to this requirement could subject this Contract to Termination for Improper Consideration Paragraph in this Agreement.

### 38. Independent Consultant Status

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

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

### 39. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 of this Agreement. The insurance requirements set forth in Attachment 2 are the County's basic requirements. The County reserves the right to add additional insurance types and/or adjust the limits on a project-by-project basis.

### 40. Integrated Pest Management Program Compliance

Consultant acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Consultant certifies compliance on Integrated Pest Management Program Compliance Certification in Required Forms, that Consultant has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in Integrated Pest Management Program Compliance and at: [www.lacountyipm.org](http://www.lacountyipm.org).

Consultant must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

Employee training may be self-certified by Consultants, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;

- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Consultant shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.). This provision shall apply when applicable to the scope of work being performed.

#### 41. Liquidated Damages

- If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant'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 Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant'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 Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's

payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant 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 Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.

- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- d. This Paragraph shall 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 Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

42. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization: When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subConsultants using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (LSBE), (i.e., whether any of the listed subConsultants are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Consultant to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Liquidated Damages Paragraph, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

43. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

44. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant 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 shall be immediately extended to the County.

45. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to

the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

46. Non Exclusivity

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

47. 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 shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

48. Notice of Disputes

The Consultant shall bring to the attention of the County's Project Manager and/or County's Project Manager's Supervisor any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Manager's Supervisor is not able to resolve the dispute, the Director of Health Services or his/her designee shall resolve it.

49. Notice to Employees Regarding the Federal Earned Income Credit



Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

50. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed indicated below and emailed as follows:

COUNTY

CONSULTANT

Department of Health Services

Address

Phone Number

Contract Administrator's email address

The address for notice may be changed by giving notice pursuant to this Paragraph.

51. Ownership of County Materials

- a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names,

unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2023 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

## 52. Prohibition Against Inducement or Persuasion

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

## 53. Prohibition from Participation in Future Solicitation(s)

The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm [collectively "firm"] or any subsidiary of a firm from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s).

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

## 54. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. 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 Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

## 55. Publicity

- a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:
  - i. The Consultant shall develop all publicity material in a professional manner; and
  - ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director of Health Services or his/her designee. The County shall not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

## 56. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant 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 Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or

State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

57. Recycled Bond Paper

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

58. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.
  - A description of the work to be performed by the Subconsultant;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it

under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.

- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery by e-mail of all such documents to:

Department of Health Services  
Division  
Contract Administrator: First Last Name  
Email Address:  
Phone Number:

before any Subconsultant employee may perform any work hereunder.

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

Failure of the Consultant to maintain compliance with the requirements set forth in rounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Consultant, pursuant to County Code Chapter 2.202.

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

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

61. Termination for Convenience

- a. This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which

such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.

- b. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.
- d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

## 62. Termination for Default

- a. The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of the Director or Health Services or his/her designee:
  - Consultant has materially breached this Contract; or
  - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- b. In the event that the County terminates this Contract in whole or in part as provided in this Paragraph, 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 Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their

sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.

- d. If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience Paragraph.
- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 63. Termination for Improper Consideration

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

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

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

#### 64. Termination for Insolvency

- a. The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant shall 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 Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.

- b. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

65. Termination for Non-Adherence of County Lobbyist Ordinance

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

66. Termination for Non-Appropriation of Funds

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

67. Time Off for Voting

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

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

Consultant 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 Consultant qualifies for an exemption or exclusion, Consultant 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.

69. 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 shall not be affected thereby.

70. Waiver

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

71. Warranty Against Contingent Fees

- a. The Consultant 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 Consultant for the purpose of securing business.
- b. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

72. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Consultant is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Consultant agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Consultant shall comply with the requirements of Section 1812 of the Labor Code. The Consultant shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Consultant shall comply with the provisions of Section 1773.2 of the Labor Code. The Consultant shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Consultants and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be*

*maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 West Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.*

d. Certified Payroll Records

The Consultant shall comply with the requirements of Section 1776 of the Labor Code. Consultant and SubConsultants, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

73. Advertising and Other External Communications About the Project

Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the project; and (2) any advertising or promotion of the project and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to

the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

74. Intentionally Omitted

75. Health Insurance Portability and Accountability Act of 1996 (HIPAA) [DHS Provision]

***Inadvertent Access – Contractor is neither a Covered Entity nor Business Associate. Contractor or its employees are not intended to have any access to patient medical records/patient information, but in the course of the performance of Agreement services, may have inadvertent access to such records.***

1. The Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by the Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.
2. Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, the Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
3. Additionally, in the event of such inadvertent access, the Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with the Contractor's or its officers', employees', or agents', access to patient medical records/patient information. The Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

76. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Health Services, or authorized designee, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

NAME OF CONSULTANT

By \_\_\_\_\_  
Director of Health Services

By \_\_\_\_\_  
President

\_\_\_\_\_  
Type/Print Name

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Type/Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

\_\_\_\_\_  
Type/Print Name

# BOARD LETTER/MEMO CLUSTER FACT SHEET

# DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/14/2024	
<b>BOARD MEETING DATE</b>	2/28/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Health	
<b>SUBJECT</b>	Approval to execute amendments to three Home Visitation Program (HVP) Services Contracts to increase the contractual maximum obligation for Fiscal Year (FY) 2023-24	
<b>PROGRAM</b>	Maternal, Child, and Adolescent Health Division	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Family First Prevention Services (FFPS) Program State Block Grant (SBG) funding is a one-time appropriation which must be spent by the end of June 30, 2024.	
<b>COST &amp; FUNDING</b>	Total cost: \$1,102,000	Funding source: FFPS Program SBG funding through Department of Child and Family Services (DCFS)
	TERMS (if applicable): Date of execution through June 30, 2024	
	Explanation: SBG funding is a one-time appropriation which must be spent by the end of the state fiscal year 2024.	
<b>PURPOSE OF REQUEST</b>	Authorize Public Health to amend three HVP services for FY 2023-24 to increase funding, beyond the current delegated authority, to meet the FFPS Program SBG service needs in SPAs 2 and 6.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On November 20, 2018, your Board approved contracts with qualified agencies to support Public Health's expansion of HVP services utilizing evidence-based HFA and PAT home visiting models in the eight Service Planning Areas (SPA) in Los Angeles County, and delegated authority to execute amendments to the contracts that provide for an increase or decrease in funding up to 50 percent above or below the term's annual base maximum obligation.</p> <p>The HVP program aims to coordinate successful mental health and family support linkages to prevent trauma risks for young children and to strengthen expectant and parenting families, so children are healthy, safe, and ready to learn. This program supports specified evidenced-based mental health, substance use, and in-home parent skilled-based services to children at imminent risk of entry into foster care, their parents or kin caregivers, and pregnant or parenting youth in foster care.</p> <p>Currently, Pacific Asian Counseling Services provides PAT home visiting services in SPA 2, and SHIELDS for Families provides HFA and PAT home visiting services in</p>	

	SPA 6 through two separate contracts. These three contracts will expand home visiting EBPs, implement pilots, and provide services.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Home visiting services aim to improve long-term outcomes both intergenerationally and multi-generationally, and intervene early and emphasize long-term prevention.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #1. Home visiting services provide effective coordination and delivery of critical health, development, early learning, child abuse and neglect prevention, and family support services to pregnant women, their newborns, young children and families.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Melissa Franklin, Director, MCAH, (213) 639-6400 <a href="mailto:mfranklin@ph.lacounty.gov">mfranklin@ph.lacounty.gov</a> Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a> Craig L. Kirkwood, Jr., Deputy County Counsel, (213) 974-1751 <a href="mailto:CKirkwood@counsel.lacounty.gov">CKirkwood@counsel.lacounty.gov</a>





**BARBARA FERRER, Ph.D., M.P.H., M.Ed.**  
Director

**MUNTU DAVIS, M.D., M.P.H.**  
County Health Officer

**ANISH P. MAHAJAN, M.D., M.S., M.P.H.**  
Chief Deputy Director

313 North Figueroa Street, Room 806  
Los Angeles, California 90012  
TEL (213) 288-8117 • FAX (213) 975-1273

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)



**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Lindsey P. Horvath**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

**DRAFT**

February 27, 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:

**APPROVAL TO EXECUTE AMENDMENTS TO  
THREE HOME VISITATION PROGRAM SERVICES CONTRACTS  
(SUPERVISORIAL DISTRICTS 2, 3, 4, and 5)  
(3 VOTES)**

**SUBJECT**

Request approval to execute amendments to three Home Visitation Program services contracts to increase the contractual maximum obligation for fiscal year 2023-24.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute amendments to three Home Visitation Program (HVP) services contracts, substantially similar to Exhibit I, effective date of execution for the period of July 1, 2023, through June 30, 2024, to increase the total contract obligation for fiscal year (FY) 2023-24 by \$1,102,000 as follows: a) Contract Number PH-003680 with Pacific Asian Counseling Services (PACS) for Healthy Families America (HFA) HVP services by \$377,000 from \$715,226 to \$1,092,226; b) Contract Number PH-003681 with SHIELDS for Families (SHIELDS) for HFA HVP services by \$377,000 from \$691,226 to \$1,068,226; and c) Contract Number PH-003690 with SHIELDS for Parents As Teachers (PAT) HVP services by \$348,000 from \$996,699 to \$1,344,699; fully funded by Department of Child and Family Services (DCFS) funds from the Family First Prevention Services (FFPS) Program State Block Grant (SBG).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On November 20, 2018, your Board approved contracts with qualified agencies to support Public Health's expansion of HVP services utilizing evidence-based HFA and PAT home visiting models in the eight Service Planning Areas (SPA) in Los Angeles County, and delegated authority to execute amendments to the contracts that provide for an increase or decrease in funding up to 50 percent above or below the term's annual base maximum obligation. The goal of these services is to coordinate successful mental health and family support linkages to prevent trauma risks for young children and to strengthen expectant and parenting families, so children are healthy, safe, and ready to learn.

Currently, PACS provides HFA home visiting services in SPA 2, and SHIELDS provides HFA and PAT home visiting services in SPA 6 through two separate contracts. These three contracts are in effect through June 30, 2024.

In 2018, the federal Family First Prevention Services Act (FFPSA) was enacted under Public Law 115-123, which allowed states the option to access Title IV-E federal reimbursement for the provision of specified evidenced-based mental health, substance use, and in-home parent skilled-based services to children at imminent risk of entry into foster care, their parents or kin caregivers, and pregnant or parenting youth in foster care. In July of 2021, California's FFPS program was established by the Welfare and Institutions Code. The California Budget Act of 2021 appropriated \$222.4 million in State General Funds, currently referred to as the FFPS Program SBG. SBG funding is a one-time appropriation, which must be spent by the end of the state fiscal year 2024.

On September 5, 2023, Public Health entered into a Memorandum of Understanding (MOU) between DCFS, Department of Mental Health, and the Office of Child Protection for the operation of community pathways and expansion of Evidenced-Based Programs (EBP). The purpose of the MOU is to coordinate departmental funding through existing contracts that will be used to fund activities, services, or pilots included in Los Angeles County's Comprehensive Prevention Plan for the establishment of the FFPS and FFPSA Programs. Under this MOU, Public Health will be reimbursed for the salaries of staff needed to expand the home visiting EBPs in SPAs 2 and 6, implement pilots, and provide services.

Public Health is returning to your Board for approval to execute amendments to the HVP services contracts in order to increase funding for the current period ending June 30, 2024. This increase in funding exceeds our current delegated authority approved by your Board on November 20, 2018.

Approval of the above Recommendation will allow Public Health to execute amendments to the three HVP services contracts and thereby increase funding to meet the FFPS Program SBG service needs in SPAs 2 and 6.

### **Implementation of Strategic Plan Goals**

The recommended actions support Strategy I.1, Increase Our Focus on Prevention Initiatives; Objective I.1.6 Increase Home Visitation Capacity, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total cost for the recommended contract amendments for the period effective date of execution through June 30, 2024, is \$1,102,000, 100 percent funded by DCFS funds from FFPS Program SBG.

There is no net County cost associated with this action.

Funding for these contracts is included in Public Health's FY 2023-24 Final Adopted Budget, and will be included in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Exhibit I is the amendment template reviewed and approved by County Counsel.

### **CONTRACTING PROCESS**

On September 12, 2018, DPH released Request for Applications (RFA) 2018-011 to solicit applications from qualified organizations to expand HVP using HFA and PAT evidence-based models.

On November 20, 2018, your Board approved the execution of 18 (8 PAT and 10 HFA) HVP services contracts, effective November 20, 2018, through May 31, 2020, and delegated authority to Public Health to extend the term of the contracts for four additional one-year periods. Subsequently, on May 22, 2020, June 28, 2021, June 27, 2022, and June 20, 2023, your Board was notified that Public Health was exercising its delegated authority and consequently extended the HVP contracts each respective year through June 30, 2023. Two contractors relinquished their contract(s) resulting in the current contract number of 16.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended action will enable Public Health to support expansion efforts of home visiting EBPs in SPAs 2 and 6, implement pilots, and provide services.

Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

BF:mz  
#07367

Enclosure

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

Contract No. PH-00XXXX

**DEPARTMENT OF PUBLIC HEALTH  
HEALTHY FAMILIES AMERICA  
HOME VISITATION PROGRAM SERVICES CONTRACT**

Amendment No. XX

THIS AMENDMENT is made and entered into on \_\_\_\_\_,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

XXXXXXXXXXXXXXXXXXXX (hereafter  
"Contractor").

WHEREAS, reference is made to certain document(s) entitled: "HEALTHY  
FAMILIES AMERICA VISITATION PROGRAM SERVICES CONTRACT" "PARENTS  
AS TEACHERS HOME VISITATION PROGRAM SERVICES CONTRACT", dated  
November 20, 2018, and further identified as Contract(s) No. PH-000000, and any  
Amendments thereto (all hereafter "Contract"); and

WHEREAS, on xxxx, 2024 , the County Board of Supervisors authorized the  
Director of Public Health, or designee, to execute amendments to the Contract; and

WHEREAS, Public Health received funding from the State General Funds,  
currently referred to as the Family First Prevention Services Program SBG of which a  
portion of these funds has been designated to this contract to expand the home visiting  
programs.

WHEREAS, it is the intent of the parties to amend the Contract to increase the  
maximum obligation of the County; and make other hereafter designated changes; and

WHEREAS, said Contract provides that changes may be made in the form of a

written amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Contract and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment is hereby incorporated into the original Contract, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.

2. This Amendment shall be effective upon date of execution through June 30, 2024.

3. Exhibit B-x, Scope of Work, attached hereto and incorporated herein by reference is added to the Contract.

4. Exhibits C-x, Budget, attached hereto and incorporated herein by reference is added to the Contract.

5. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph "XX" is deleted in its entirety and replaced as follows:

"XX. For the period of July 1, 2023, through June 30, 2024, the maximum obligation of County for all services provided hereunder will not exceed AMOUNT dollars (\$ ). Of this amount, AMOUNT dollars (\$ ), is allocated for Department of Public Social Services (DPSS) CalWORKs Home Visiting Program services, as set forth in Exhibit C-, Budget, AMOUNT dollars (\$ ) is allocated for CDPH CHVP SGF, as set forth in Exhibit C- Budget, AMOUNT dollars (\$ ) is allocated for DPSS CalWORKs Home Visiting Program

Material Goods, as set forth in Exhibit C- Budget, and AMOUNT dollars (\$) is allocated for FFPS Program SBG services, as set forth in Exhibit C- Budget, all attached hereto and incorporated herein by reference.”

6. Except for the changes set forth hereinabove, all terms and conditions of the Contract shall remain the same.

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
DAWYN R. HARRISON  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Contracts and Grants Division Management

#07367:mz

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/14/2024	
<b>BOARD MEETING DATE</b>	2/27/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Health	
<b>SUBJECT</b>	Request approval to execute an amendment to Master Agreement Work Order PH-003520-W5 with Fraser Communications for the provision of Tobacco Control and Prevention Program Media Services	
<b>PROGRAM</b>	CHRONIC DISEASE AND INJURY PREVENTION SERVICES (CDIP)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$1,029,000	Funding source: California Department of Public Health (CDPH), California Tobacco Control Program (CTCP) funds.
	TERMS (if applicable): Term 2: July 1, 2023, through June 30, 2024, and Term 3: July 1, 2024, through June 30, 2025.	
	Explanation: Additional funds will expand media services in LAC.	



<b>PURPOSE OF REQUEST</b>	Amendment will increase the maximum obligation for expansion of media services for Public Health's Division of Chronic Disease and Injury Prevention Program Tobacco Control and Prevention Program (TCPP). The amount of the increase exceeds current delegated authority granted by the Board to increase funding.
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The media campaigns are comprehensive county-wide efforts with a specific objective of supporting existing policies and educating residents about the dangers of secondhand smoke in outdoor areas, such as outdoor dining and in multi-unit housing. The campaigns also focus on preventing youth access to flavored tobacco products, including menthol and other tobacco products, and to e-cigarettes and other vaping devices.</p> <p>On November 4, 2022, Public Health notified your Board that it was exercising delegated authority to execute competitively solicited Master Agreement Work Order with Fraser Communications in the amount of \$1,811,000 for the period effective, November 21, 2022, through June 30, 2025.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <p>Public Health Director Government Affairs, Joshua Bobrowsky          (213) 288-7871 <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a></p> <p>Deputy County Counsel, Craig L. Kirkwood, Jr.          (213) 974-1751, <a href="mailto:CKirkwood@counsel.lacounty.gov">CKirkwood@counsel.lacounty.gov</a></p> <p>Tony Kuo, Director, CDIP          (213) 351-7341, <a href="mailto:tkuo@ph.lacounty.gov">tkuo@ph.lacounty.gov</a></p>



**BARBARA FERRER, Ph.D., M.P.H., M.Ed.**  
Director

**MUNTU DAVIS, M.D., M.P.H.**  
County Health Officer

**ANISH P. MAHAJAN, M.D., M.S., M.P.H.**  
Chief Deputy Director

313 North Figueroa Street, Suite 806  
Los Angeles, CA 90012  
TEL (213) 288-8117 • FAX (213) 975-1273

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)



**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Lindsey P. Horvath**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

**DRAFT**

February 27, 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:

**APPROVAL TO EXECUTE AN AMENDMENT TO MASTER AGREEMENT WORK  
ORDER PH-003520-W5 WITH FRASER COMMUNICATIONS FOR THE PROVISION  
OF TOBACCO CONTROL AND PREVENTION PROGRAM MEDIA SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute an amendment to Master Agreement Work Order PH-003520-W5 with Fraser Communications to increase the total contractual maximum obligation effective upon execution for the periods November 21, 2022, through June 30, 2025.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute an amendment, substantially similar to Exhibit I, to Master Agreement Work Order (MAWO) Number PH-003520-W5 with Fraser Communications (Fraser), to increase the total maximum obligation by \$1,029,000 from \$1,811,000 to \$2,840,000, effective upon execution for the budget periods of: a) Term 1: November 21, 2022, through June 30, 2023, at a total maximum obligation of \$800,000;

b) Term 2: July 1, 2023, through June 30, 2024, at a total maximum obligation of \$1,300,000; and c) Term 3: July 1, 2024, through June 30, 2025, at a total maximum obligation of \$740,000, fully funded by California Department of Public Health (CDPH), California Tobacco Control Program (CTCP) funds.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the Recommendation will allow Public Health to amend MAWO Number PH-003520-W5 with Fraser to provide additional funds which exceeds our current authority approved by your Board on July 3, 2018, for the terms of July 1, 2023, through June 30, 2024, and July 1, 2024, through June 30, 2025, to expand the provision of media services for Public Health's Division of Chronic Disease and Injury Prevention Program Tobacco Control and Prevention Program (TCPP).

The media campaigns are comprehensive county-wide efforts with a specific objective of supporting existing policies and educating residents about the dangers of secondhand smoke in outdoor areas, such as outdoor dining and in multi-unit housing. The campaigns also focus on preventing youth access to flavored tobacco products, including menthol and other tobacco products; and to e-cigarettes and other vaping devices.

### **Implementation of Strategic Goals**

The recommended actions support Strategy II.2, Support the Wellness of Our Communities, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The MAWO's total maximum obligation is being augmented by \$1,029,000 thereby increasing the amount from \$1,811,000 to \$2,840,000, comprised of the following: a) Term 1 (budget period of November 21, 2022, through June 30, 2023) remains at \$800,000; b) Term 2 (budget period of July 1, 2023, through June 30, 2024) increased by \$500,000 from \$800,000 to \$1,300,000; and c) Term 3 (budget period of July 1, 2024, through June 30, 2025) increased by \$529,000 from \$211,000 to \$740,000; fully funded by CDPH/CTCP grant funds.

There is no net County cost associated with this action.

Funding is included in Public Health's Recommended Budget Request for fiscal year (FY) 2024-25 and will be included in future FYs as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since 1990, Public Health TCPP has received funding from CDPH/CTCP for the provision of tobacco control and prevention services. Currently, CDPH/CTCP funding

supports efforts to decrease exposure to environmental tobacco smoke, counter pro-tobacco influences, and provide media advocacy. The tobacco control plan for Los Angeles County (LAC), which was approved by CDPH/CTCP, specifies that Public Health contract with community-based agencies to provide services to reduce tobacco use through policy action and behavior change.

On November 4, 2022, I notified your Board that I was exercising delegated authority to execute competitively solicited MAWO with Fraser in the amount of \$1,811,000 for the period of November 21, 2022, through June 30, 2025, to conduct a media campaign to increase public awareness about the harms of tobacco and promote smoking cessation services.

Public Health is returning to your Board to request approval to increase the funding with Fraser, as the additional funding exceeds our current authority approved by your Board on July 3, 2018.

County Counsel has reviewed and approved Exhibit I as to form.

### **CONTRACTING PROCESS**

On September 7, 2022, Public Health issued a WOS to Media Services Master Agreement Contractors to conduct media services to support Public Health's Tobacco Control and Prevention Program media campaign in LAC, which resulted in execution of MAWO PH-003520-W5 with Fraser.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow Public Health to continue and expand tobacco control and prevention efforts throughout LAC.

Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

BF:sp  
#07343

Enclosures

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

Work Order Number: PH-003520-W5

Amendment Number 2

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH  
MASTER AGREEMENT WORK ORDER  
FOR  
TOBACCO CONTROL AND PREVENTION PROGRAM MEDIA SERVICES

THIS AMENDMENT is made and entered into this \_\_\_\_\_,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	FRASER COMMUNICATIONS (hereafter "Contractor").

WHEREAS, on July 3, 2018, the County and Contractor entered into Master Agreement Number PH-003520 to provide media services for the Department of Public Health (Public Health); and

WHEREAS, reference is made to Master Agreement Number PH-003520 and any amendments thereto (all referred to as "Master Agreement"), between County and Contractor; and

WHEREAS, on November 21, 2022, County and Contractor entered into Master Agreement Work Order (MAWO) Number PH-003520-W5 to provide Tobacco Control and Prevention Program Media Services; and

WHEREAS, on February 27, 2024, the County Board of Supervisors approved delegated authority to the Director of Public Health, or designee, to execute amendments to MAWO PH-003520-W5; and

WHEREAS, it is the intent of the parties hereto to amend the MAWO to increase the annual maximum obligation of the MAWO, for the expansion of existing media campaigns to increase public awareness about the harms of tobacco, and make certain modifications to the MAWO; and

WHEREAS, Master Agreement provides that changes in accordance to Paragraph 8.1, Amendments, may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this MAWO.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective upon execution for the period of July 1, 2023, through June 30, 2025.
2. Attachment B-2 and B-3, Scopes of Work, shall be deleted in their entirety and replaced with Attachments B-2.1 and B-3.1, Scopes of Work, attached hereto and incorporated herein by reference. All references in the MAWO to Attachments B-2 and B-3, Scopes of Work, shall be deemed amended to state "Attachments B-2.1 and B-3.1, Scopes of Work".."
3. Attachment C-2 and C-3, Budgets, shall be deleted in their entirety and replaced with Attachments C-2.1 and C-3.1, Budgets, attached hereto and incorporated

herein by reference. All references in the MAWO to Attachments C-2 and C-3, Budgets, shall be deemed amended to state "Attachments C-2.1 and C-3.1, Budgets."

4. Paragraph 7.0, MAXIMUM TOTAL COST AND PAYMENT, Subparagraph 7.1 shall be deleted in its entirety and replaced as follows:

"7.1 Effective November 21, 2022, through June 30, 2025, the Maximum Total Cost that County will pay Contractor for all services provided under this MAWO for Media Services shall not exceed Two Million, Eight Hundred Forty Thousand Dollars (\$2,840,000), as set forth in Attachments C-1.1, C-2.1, and C.3-1, Budgets, attached hereto and incorporated herein."

5. Except for the changes set forth hereinabove, all terms and conditions of the MAWO shall remain the same.

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

FRASER COMMUNICATIONS  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL  
DAWYN R. HARRISON  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Contracts and Grants Division Management

#07343:sp



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/14/2024		
<b>BOARD MEETING DATE</b>	2/27/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Mental Health		
<b>SUBJECT</b>	Approval to execute a new 24-Hour Residential Treatment Program contract with Telecare Corporation for Adult Psychiatric Health Facility services at the Martin Luther King Jr. Behavioral Health Center		
<b>PROGRAM</b>	24-Hour Residential Treatment Program		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	2/27/2024		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$18,644,200	Sales Tax Realignment and Medi-Cal revenues.	
	TERMS (if applicable): Effective upon Board approval through June 30, 2024, with two automatic extensions through June 30, 2026.		
	Explanation: The Maximum Contract Amount for FY 2023-24 is \$3,728,840, and \$7,457,680 for FYs 2024-25 and 2025-26 respectively.		
<b>PURPOSE OF REQUEST</b>	Request approval to execute a new 24-Hour Residential Treatment Program Contract with Telecare Corporation for adult Psychiatric Health Facility services at the Martin Luther King Jr. Behavioral Health Center.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	This board letter will allow DMH, through a new 24-Hour Residential Treatment Program Contract with Telecare Corporation, to provide 24-hour inpatient services at a Psychiatric Health Facility (PHF) for adults experiencing an acute psychiatric episode or crisis and will require services either on a voluntary or involuntary basis. The PHF is a 24-Hour Residential Treatment sub-acute facility that provides an alternative to acute hospital care. It is designed to provide innovative and comprehensive acute care services in a more home-like environment for Medi-Cal and Non Medi-Cal clients.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This board letter falls under the Equity Guiding Principle of "Intervene early and emphasize long-term prevention." DMH will be able to provide its adult clients therapeutic services such as vocational, interpersonal, and independent living skills to become more self-sufficient and capable of increasing levels of independent functioning.		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This board letter supports the Board's Priority #3 "Care First Jails Last/Justice Reform," by allowing DMH to reduce the use of jails and to address social and mental health issues by providing mental health treatment services.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Amanda Ruiz, Supervising Mental Health Psychiatrist, (213) 943-8745, <a href="mailto:amaruiz@dmh.lacounty.gov">amaruiz@dmh.lacounty.gov</a> Rachel Kleinberg, Senior Deputy County Counsel, (213) 974-7735, <a href="mailto:rkleinberg@counsel.lacounty.gov">rkleinberg@counsel.lacounty.gov</a>		



# 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

February 27, 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:

**APPROVAL TO EXECUTE A NEW 24-HOUR RESIDENTIAL TREATMENT  
PROGRAM CONTRACT WITH TELECARE CORPORATION FOR ADULT  
PSYCHIATRIC HEALTH FACILITY SERVICES AT THE  
MARTIN LUTHER KING JR. BEHAVIORAL HEALTH CENTER  
(2ND SUPERVISORIAL DISTRICT)  
(3 VOTES)**

**SUBJECT**

Request approval to execute a new 24-Hour Residential Treatment Program Contract with Telecare Corporation for adult Psychiatric Health Facility services at the Martin Luther King Jr. Behavioral Health Center.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute a contract, substantially similar to Attachment I, with Telecare Corporation, effective upon Board approval through June 30, 2024, with two automatic extensions through June 30, 2026. The Maximum Contract Amount (MCA) for FY 2023-24 is \$3,728,840, and \$7,457,680 for FYs 2024-25 and 2025-26 respectively, fully funded by Sales Tax Realignment and Medi-Cal revenues.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the Contract in Recommendation 1, to; revise the language; add, delete, modify or replace the Statement of Work; reflect federal, State, and County regulatory and/or policy changes; increase the MCA provided that: 1) it will not exceed an increase of 25 percent from the applicable MCA approved by your

Board in Recommendation 1; and 2) sufficient funds are available. These amendments will be subject to the prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Office (CEO).

3. Delegate authority to the Director, or designee to terminate the Contract described in Recommendation 1 in accordance with the Contract 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 ACTIONS**

Board approval of Recommendation 1 will allow the DMH to execute a new 24-Hour Residential Treatment Program Contract with Telecare Corporation for adult Psychiatric Health Facility (PHF) services at the Martin Luther King (MLK) Jr. Behavioral Health Center (BHC).

Board approval of Recommendation 2 will allow the DMH to amend the Contract as needed, without interruption to services.

Board approval of Recommendation 3 will allow the DMH to terminate the Contract in accordance with the Contract's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

### **Implementation of Strategic Plan Goals**

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

### **FISCAL IMPACT/FINANCING**

The total aggregate amount of this Contract for three FYs is \$18,644,200, fully funded by Sales Tax Realignment and Medi-Cal revenues. Funding for FY 2023-24 is included in the DMHs adopted budget. Funding for future fiscal years will be requested through the DMH's annual budget request process.

There is no impact on net County cost for this action.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The PHF is a 24-Hour Residential Treatment sub-acute facility, that provides an alternative to acute hospital care. The 24-hour inpatient services in PHF for clients with

mental health disorders are designed to provide innovative and comprehensive acute care services in a more home-like environment for Medi-Cal and Non Medi-Cal clients as an alternative to hospital care. Clients will receive therapeutic services such as vocational, interpersonal, and independent living skills in order to become more self-sufficient and capable of increasing levels of independent functioning.

Upon receiving Board authority, the DMH intends to execute a new 24-Hour Residential Treatment Program Contract with Telecare Corporation for adult PHF services in a facility with sixteen (16) adult beds at the MLK BHC located at 12021 Wilmington Ave., Los Angeles, CA 90059.

As mandated by your Board, the performance of this Contract will be evaluated by the DMH on an annual basis to ensure compliance with all contract terms and performance standards.

The attached 24-Hour Residential Treatment Program Contract (Attachment I) has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On October 5, 2022, the DMH released an Invitation for Bids (IFB) No. #DMH100522B1 on the Los Angeles County Solicitations website for PHF services at the BHC on the MLK Jr. Campus for two distinct pods, adolescents and adults, inviting all qualified Legal Entities to submit a bid. Telecare Corporation was the only provider to respond to the solicitation by the November 30, 2022 deadline and their proposal was vetted and met the solicitation requirements to provide adult services at the PHF. The DMH is recommending your Board approve the execution of the new contract with telecare to provide PHF services at the BHC.

### **IMPACT ON CURRENT SERVICES OR PROJECTS**

Board approval of the recommended actions will allow the DMH, through a new 24-Hour Residential Treatment Program Contract with Telecare Corporation, to provide 24-hour inpatient services at a PHF for adults experiencing an acute psychiatric episode or crisis and will require services either on a voluntary or involuntary basis.

The Honorable Board of Supervisors  
2/27/2024  
Page 4

Respectfully submitted,

LISA H. WONG., Psy.D.  
Director

LHW:CDD:KN:  
SK:JD:atm

Enclosures

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



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

**AND**

**TELECARE CORPORATION**

**DEPARTMENT OF MENTAL HEALTH  
24-HOUR RESIDENTIAL TREATMENT CONTRACT**

- |   |                          |  |                                     |
|---|--------------------------|--|-------------------------------------|
| <b>Crisis Residential Treatment Programs (CRTP)</b>                       | <input type="checkbox"/> | <b>Mental Health Congregate-Style Care Services</b>          | <input type="checkbox"/>            |
| <b>Enriched Residential Services (ERS)</b>                                | <input type="checkbox"/> | <b>Mental Health Rehabilitation Center (MHRC)</b>            | <input type="checkbox"/>            |
| <b>Medical Intensive Skills Nursing Facility and Psychiatric Services</b> | <input type="checkbox"/> | <b>Psychiatric Health Facility (PHF)</b>                     | <input checked="" type="checkbox"/> |
|   |                          | <b>Skilled Nursing Facility - Special Treatment Programs</b> | <input type="checkbox"/>            |

**MH**  
**Contract Number**

50122101  
**Vendor Number**

1080 Marina Valley Parkway

Suite 100, Alameda, CA 94501  
**Contractor Headquarters Address**

**Reference Number**

**Contractor Headquarters' Supervisorial District** Out of County

**Contractor Headquarters' Service Area** Out of County

**Mental Health Supervisorial District(s)** 2

**Mental Health Service Area(s)** 6

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## **Contract Exhibits:**

- Exhibit A - Financial Exhibit (Financial Provisions)
- Exhibit A-1 - Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children's Health Insurance Programs Reimbursements
- Exhibit B - Financial Summary(ies)
- Exhibit C - Statement(s) of Work/ Service Exhibit(s) List
- Exhibit D - Contractor's EEO Certification
- Exhibit E - County's Administration
- Exhibit F - Contractor's Administration
- Exhibits G-1, G-2, G-3 - Acknowledgment of Confidentiality Agreement(s)
- Exhibit H - Jury Service Ordinance
- Exhibit I - Safely Surrendered Baby Law
- Exhibit J - Definitions
- Exhibit K - Attestation Regarding Federally Funded Programs
- Exhibit L - Required Supplemental Documents
- Exhibit M - Performance Standards and Outcome Measures
- Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit O - Charitable Contributions Certification
- Exhibit P - Ownership/Controlling Interest Disclosure
- Exhibit Q - Information Security and Privacy Requirements for Contracts
- Exhibit R - DMH Contractor's Compliance with Information Security Requirements
- Exhibit S - Confidentiality Oath for Non-DMH Workforce Members
- Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE)
- Exhibit U - Attestation Regarding Information Security Requirements

**DEPARTMENT OF MENTAL HEALTH**  
**24-HOUR RESIDENTIAL TREATMENT CONTRACT**

This CONTRACT is made and entered into this 27<sup>th</sup> day of February, 2024, by and between the County of Los Angeles, hereinafter referred to as County and Telecare Corporation, hereinafter referred to as "Contractor". Contractor is located at 1080 Marina Valley Parkway, Suite 100, Alameda, CA 94501.

**RECITALS**

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

WHEREAS, the Contractor is a private firm specializing in providing Mental Health Services; and

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

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

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this 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.; Medi-Cal Act, WIC Section 14000 et seq., including, but not limited to, Section 14705.5, 14705.7, 14706, 14710, and 14132.44; WIC Section 15600 et seq., including Section 15630; WIC Section 17601 et seq.; California Work Opportunity and Responsibility to Kids Act, WIC Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United

States Code (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 APPLICABLE DOCUMENTS**

- 1.1 Entire Contract: The body of this Contract, all exhibits, Financial Exhibit A (Financial Provisions), Financial Summary(ies), and Statement(s) of Work (SOW)/Service Exhibit(s) (SE) Service Delivery Site Exhibits attached hereto and incorporated herein by reference, and Contractor's Service Delivery Plan (SDP) 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 will be resolved by giving precedence first to the terms and conditions of the Contract, and then to the Exhibits according to the following priority:

- 1.2 Exhibit A - Financial Exhibit (Financial Provisions)
  - 1.2.1. Exhibit A-1 - Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children's Health Insurance Programs Reimbursements
- 1.3 Exhibit B - Financial Summary(ies)
- 1.4 Exhibit C - Statement(s) of Work/ Service Exhibit(s) List
- 1.5 Exhibit U – Attestation Regarding Information Security Requirements

Contractor's SDP including the Subprogram Schedule are incorporated into the Contract by reference only and will be made available to Contractor by DMH.

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 DEFINITIONS/HEADINGS**

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

## **3 WORK**

### **3.1 Work 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/SEs.

### **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/SEs, the same will be deemed to be 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 will provide those mental health services identified on the Financial Summary and Service Exhibit(s) attached to

this Contract and as described in the Contractor's SDP 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 must provide 30 calendar days' prior notice to County. Contractor will also thereafter make referrals of new patients/clients to County or other appropriate agencies.
- 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 will make referrals for those patients/clients to County or other appropriate agencies.
- 3.3.4 Contractor may provide mental health services claimable as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services.
- 3.3.5 Contractor will not be eligible to provide mental health services claimable under the MHSA unless Contractor has been found to be eligible to provide mental health services as follows: (1) Contractor has submitted to the County a Statement of Qualifications (SOQ) in response to County's RFSQ for the provision of such services; Contractor has met the minimum qualifications listed in the RFSQ and has been selected for recommendation for placement on a MHSA Master Contract eligibility list; and Contractor has demonstrated experience and training in its specialized field and has been selected to provide MHSA services pursuant to a solicitation process approved by County, or (2) Contractor intends to transform a portion of its services to MHSA

services, and Contractor has submitted a mid-year change to the SDP outlining the planned transformation and County has approved Contractor to provide MHSA services through the transformation process. Placement on the Master Contract eligibility list does not guarantee that Contractor will be selected to provide mental health services claimable as MHSA services. In order to provide mental health services claimable as MHSA services, a provider must have been selected to provide MHSA services pursuant to a solicitation process approved by County or be approved by County to provide MHSA services through the transformation process.

### **3.4 Maintenance Standards for Service Delivery Sites**

3.4.1 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 must not discriminate in the provision of services hereunder because of race and/or ethnicity, spiritual 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, spiritual 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 must 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 will 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 must 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**

3.6.1 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. Further, Contractor must comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates will 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, and all persons employed or subcontracted by Contractor, must comply with WIC Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by Sections 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor 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 or subcontracted by Contractor, must comply with California Penal Code Section 11164 et seq. and must report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.9, and 11166. Contractor and all persons employed or subcontracted by Contractor, will make the report on such abuse, and must submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

#### **3.7.3 Contractor Staff:**

3.7.3.1 Contractor will ensure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a

prerequisite to that employment, 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.

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

3.7.3.3 For the safety and welfare of elders, dependent adults, and minor children, Contractor must, 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.

3.7.3.4 Contractor must 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 Contractor's SDP for 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 Department of Mental Health (CDMH) Policy Letters, DHCS Policy

Letters, and must only function within the scope of practice as dictated by licensing boards/bodies.

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

3.8.1.3 At all times during the term of this Contract, Contractor will 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, para-professional, intern, student, and clinical volunteer personnel will 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 on 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, agents, and subcontractors.

3.9.5 Contractor and all Contractor staff is/are required to participate in DMH-sponsored Promoting Placement Stability: Utilizing the Child and Family Team Process training. This training increases participant's knowledge of the implementation of the child and family teaming process intended to help children maintain a stable placement. The training will cover the impact of placement disruptions on children and youth. Additional review addresses the use of the Integrated Core Practice Model to encourage collaboration of both formal and informal supports, and to identify risk factors to further assist children and families with placement stability. Participants will have the opportunity to explore their thoughts and beliefs around trauma and cultural considerations that influence placement stability, specifically within the Child and Family Team process.

(1) Contractor will ensure that all staff are trained within 60 days of Contract execution and all new-hire staff participate in the training within 60 days of the hiring date.

(2) Staff must register at <https://eventshub.dmh.lacounty.gov/>.

### **3.10 Program Supervision, Monitoring and Review**

3.10.1 Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder will 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 will 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 will 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 business days.

### **3.11 Reports**

- 3.11.1 Contractor must 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 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 A (FINANCIAL PROVISIONS), and which are not voided, replaced and/or denied for any reason, except due to the fault of the County. Notwithstanding any other provision of this Contract, claims entered into the County's claim processing information system will be attributed to a specific Funded Program and Subprogram based upon the plan identified by Contractor when submitting the claim into the County's claims processing information system.
- (3) Contractor shall train its staff in the operation, procedures, policies, and all related use, of the County's claims processing information system as required by County. County will train Contractor's designated trainer in the operation, procedures, policies, and all related uses of the County's information system.

## 4 TERM OF CONTRACT

### 4.1 TERM:

- 4.1.1 Initial Period: The Initial Period of this Contract will commence on March 9, 2024 and will continue in full force and effect through June 30, 2024.
- 4.1.2 Automatic Renewal Period(s): This Contract may be renewed for two additional periods unless either party desires to terminate the Contract in accordance with paragraph 8.42



(Termination for Convenience) at the end of either the Initial Period or any of the subsequent Automatic Renewal Periods.

(1) First Automatic Renewal Period: If this Contract is extended, the First Automatic Renewal Period will commence on July 1, 2024 and will continue in full force and effect through June 30, 2025.

(2) Second Automatic Renewal Period: If this Contract is extended, the Second Automatic Renewal Period will commence on July 1, 2025, and will continue in full force and effect through June 30, 2026.

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

4.1.5 The Contractor must 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 E - County's Administration.

## **5 FINANCIAL PROVISIONS**

5.1 **Reimbursement:** In consideration of services and/or activities provided by Contractor, County will reimburse Contractor in the amount and manner described in Exhibit A (FINANCIAL 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 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Department of Mental Health Administration**

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. The County will notify 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**

- 6.2.1.1 The Director will have the authority to administer this Contract on behalf of the County. All references to the actions or decisions to be made by the County in this Contract will be made by the Director unless otherwise expressly provided.
- 6.2.1.2 The Director may designate one or more persons to act as designee for the purposes of administering this Contract. Therefore "Director" will mean "Director and/or designee."
- 6.2.1.3 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.

- 6.2.1.4 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 Monitoring Manager**

- 6.3.1 The role of the Contract Monitoring 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.

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

### **6.4 Contract Lead**

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

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

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

## **7.2 Contractor's Contract Manager**

7.2.1 Contractor must designate in writing a Contract Manager who will function as liaison with County regarding Contractor's performance hereunder.

7.2.2 The Contractor's Contract 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 Monitoring Manager or County's Contract Lead on an as needed basis.

## **7.3 Approval of Contractor's Staff**

7.3.1 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.

## **7.4 Contractor's Staff Identification**

Contractor must 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 employees 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 an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

## **7.5 Background and Security Investigations**

7.5.1 Each of 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.

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.

7.5.2 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.

7.5.3 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 maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and County

claims processing information system records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy.

- 7.6.3 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, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor unless objected to 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 will be entitled 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.
- 7.6.4 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.5 Contractor must sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G-1.
- 7.6.6 Contractor must require all Contractor employees and non-employees; including sub-contractors performing services under this Contract to sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibits G-2 and G-3. Such Acknowledgments must be executed by each such employee and non-employee, including sub-contractors on or immediately after the

commencement date of this Contract but in no event later than the date such employee first performs services under this Contract.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, Financial Summary, maximum contract amount, payments, or any term or condition included under this Contract, an amendment to the Contract will be prepared by DMH and executed by the Contractor and by the DMH Director or designee.
- 8.1.2 The County's 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 County's Board or CEO. To implement such changes, an Amendment to the Contract will be prepared by DMH and executed by the Contractor and by the DMH Director or designee.
- 8.1.3 The DMH Director or designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4 - 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 will be prepared by DMH 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.

- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration any reason whatsoever without County's express prior written approval, will be a material breach of this 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**

- 8.3.1 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 Intentionally Omitted**

### **8.5 Complaints**

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

#### **8.5.2 Complaint Procedures**

- 8.5.2.1 Within 30 business days after the Contract effective date, 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 policy and provide the Contractor with approval of said policy or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the policy within 30 business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, 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 Contract Monitoring Manager of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through must 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 Contract Monitoring Manager within five (5) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, 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 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, agents, or subcontractors, to comply with any such federal, State, or local laws, rules, regulations, ordinances, Americans with Disability Act (ADA) standards, 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 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor unless objected to 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 will be entitled 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.

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

- 8.6.7.1 Contractor must obtain and maintain in effect during

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

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

8.6.7.3 Contractor must ensure that any independent Contractors (i.e., individuals who are not employees but who are contracted by Contractor to perform

services hereunder) who prescribe medications, in addition to obtaining and maintaining all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder, are credentialed by DMH and maintain such credentialing in effect during the term of this Contract.

8.6.7.4 Contractor and all persons employed or subcontracted by Contractor who are required to be licensed or certified in order to perform their assigned duties, are required to be credentialed to the requirements of the State of California on a tri-annual basis. The records of this credentialing will be open to inspection by the County, and any services performed by non-credentialed Contractor staff or subcontractors will not be reimbursable by the County.

#### 8.6.8 Unlawful Solicitation

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

### 8.7 Compliance with Civil Rights Laws

8.7.1 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, language, age, physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The

Contractor must comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

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

### **8.8.2 Written Employee Jury Service Policy**

1. Unless 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 (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term,

temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract Contract and a copy of the Jury Service Program will be attached to the Contract.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor must 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.
4. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 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 will 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 or Re-Employment List**

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor 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-GROW Participants**

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor must give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job

category to the Contractor. Contractors must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

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

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the Contractor's performance 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 the Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the



County; 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that 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.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a 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 proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least

five 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.

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

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

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County Contractors.

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

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at <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 Contract terms and conditions and applicable federal, State, and County policies and procedures relating to performance standards and outcome measures including but not limited to those performance standards and outcome measures required by specific federal, State, and/or County rules, directive, and guidelines for entities receiving their funding. Examples of such performance standards and/or outcome measures include, but are not limited to, those identified in Exhibit M - and those reflected in County and/or program Service Exhibits/SOWs and practice parameters, as well as performance standards and/or outcomes measures related to the Patient Protection and Affordable Care Act (ACA) and Cal MediConnect Program.

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

Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board 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 must establish and maintain a Quality Management Program. Contractor's written Quality Management Program must 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 must 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 must be consistent with the Department's Cultural Competence Plan. Contractor will ensure that 100% of Contractor's staff, including clerical/support, administrative/management, clinical, subcontractors, 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, subcontractors, and independent contractors.

Contractor must complete and submit an attestation of annual cultural competence training completed by 100% of staff to the Ethnic Services Manager ([psbcc@dmh.lacounty.gov](mailto:psbcc@dmh.lacounty.gov)) by March 23<sup>rd</sup> of every Calendar Year.

Additionally, per the Federal Managed Care Network Adequacy Final Rule requirements, 100% of direct service practitioners (psychotherapists, psychiatrists, case managers, etc.) must complete cultural competence training within the past 12 months to meet annual reporting requirements. This information needs to be entered and updated 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 Policy 401.03.
- 8.15.5 Contractor must maintain accurate and up-to-date information on its Organization, Provider Site(s), and Practitioners within the Department's Electronic Application

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 must 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 must 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 Specialty Mental Health Services, 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 beneficiaries that are no less than the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries. If Contractor only serves Medi-Cal beneficiaries, 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 must 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 as referenced in Exhibit A, FINANCIAL PROVISIONS, Section P. PAYMENTS BY CONTRACTOR TO COUNTY. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than 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 for such repairs, as determined by County, 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**

8.19.1 To the extent permitted by applicable law, the Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and any applicable State law, and will 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, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act and any applicable State law, 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, and other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event 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 must be governed by, and construed in accordance with, the laws of the State of California and with all laws, regulations, and contractual obligations of County under its Contract with the State. 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 of Los Angeles.

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and will 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 will 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 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

- 8.23.1 The Contractor will 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**

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

- 8.24.2.3 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.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

- 8.24.2.5 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
Department of Mental Health  
Contracts Development and Administration Division  
510 S. Vermont Ave., 20<sup>th</sup> Floor  
Los Angeles, CA 90020  
Attention: Division Manager of Contracts

- 8.24.2.6 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 or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) 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 will 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 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 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

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 will be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will 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 Contract expiration, termination or cancellation.

#### **8.24.12 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.

#### 8.24.13 **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.

#### 8.24.14 **Alternative Risk Financing Programs**

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

#### 8.24.15 **County Review and Approval of Insurance Requirements**

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

### 8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance 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, and the endorsement form will be modified to provide that County will receive not less than 30 days' advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also 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; and Data/Information loss and business interruption; 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, must 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 Intentionally Omitted**

**8.27 Intentionally Omitted**

**8.28 Nondiscrimination and Affirmative Action**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race and/or ethnicity, color, spirituality or religious affiliation, ancestry, national origin, language, gender, gender identity, gender expression, sexual orientation, age (over 40), marital status, physical disability (including HIV and AIDS) and/or intellectual disability(ies), or mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a

veteran with a disability or veteran of the Vietnam era in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

8.28.2 The Contractor must certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

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 and/or ethnicity, color, spirituality or religious affiliation, ancestry, national origin, gender, gender identity, gender expression, sexual orientation, language, age (over 40), marital or living partnership status, physical disability (including HIV and AIDS) and/or intellectual disabilities, or mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a disabled veteran with a disability or veteran of the Vietnam era 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, and granting or denying family care leave. Contractor must not discriminate against or harass, nor will it permit harassment of, its employees during employment based upon race and/or ethnicity, color, spirituality or religious affiliation, national origin, ancestry, language, gender, gender identity, gender expression, age (over 40), marital or living partnership status, sexual orientation, physical disability (including HIV and AIDS) and/or intellectual disabilities, mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Contractor must ensure that the evaluation and treatment of its employees and applicants for employment

are free from such discrimination and harassment and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race and/or ethnicity, color, spirituality or religious affiliation, ancestry, national origin, language, gender, gender identity, gender expression, sexual orientation, age, physical disability (including HIV and AIDS) and/or intellectual disability, mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital or living partnership status, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Contractor must give written notice of its obligations under this Paragraph 8.28 to labor organizations with which it has a collective bargaining or other Contract.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, and/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 and/or ethnicity, color, spirituality or religious affiliation, ancestry, national origin, language, gender, gender identity, gender expression, sexual orientation, age, physical disability (including HIV and AIDS) and/or intellectual disability, mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital or living partnership status, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 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.
- 8.28.9 Contractor must include the provisions of this Paragraph 8.28 in every subcontract or purchase order unless otherwise expressly exempted.

## **8.29 Non Exclusivity**

- 8.29.1 Nothing herein is intended 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**

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

## **8.31 Notice of Disputes**

- 8.31.1 The Contractor must bring to the attention of the County's Contract Lead and/or County's Monitoring Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the

County's Contract Lead or County's Monitoring 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**

- 8.32.1 The Contractor must notify its employees, and must require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice 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 and must require each Subcontractor a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract and is available on the internet 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 must be hand delivered, sent first class mail or sent via electronic mail addressed to the Parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Contractor's headquarters addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or designee will have the authority to execute all notices or demands required or permitted by the County under this Contract, including but not limited to:

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

1. Change of Contractor's name.

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

8.34.2 Such administrative amendment may be executed by the Director under delegated authority from the Board 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**

8.35.1 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. 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. To the extent reasonably practicable, County will give Contractor the opportunity to identify exemptions from disclosure for any Contractor documents included in records responsive to a Public Records Act request. 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, nor will the County be held liability for any disclosure of records, including information that the County determines in its sole discretion is a public records subject to disclosures under the Public Records Act.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the Contractor's documents, information, books, records, and/or contents of a proposal, 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:

- 8.37.1.1 The Contractor must develop all publicity material in a professional manner; and
- 8.37.1.2 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 Monitoring Manager. The County will not unreasonably withhold written consent.

- 8.37.2 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 of Los Angeles, 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 must 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 Department of Mental Health Contracts Development and Administration Division within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County 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 business days for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or



federal governments during the term of this Contract and during the applicable period of records retention. In addition to the general requirements in this Paragraph 8.38, 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 at a location in Los Angeles County for a minimum period that is at least equivalent to the later of any of the following:

- 8.38.3.1.1 Ten (10) years following the date the service was rendered;
- 8.38.3.1.2 For minors, until such time as the minor reaches 25 years of age;
- 8.38.3.1.3 Ten (10) years after completion of all County, State and/or federal audits; or
- 8.38.3.1.4 Ten (10) years after the conclusion of any audit appeal and/or when audit findings are fully resolved.
- 8.38.3.1.5 During such retention period, all such records must be available within three (3) business days and open during County's normal business hours to

authorized representatives and designees of County, State, and/or federal governments for purposes of inspection, review, and/or audit. Nothing in this paragraph will limit Contractor's obligation to retain records for the period described by law.

8.38.3.2 Case Management Support Services, Outreach Services, and Client Supportive Services Records (Indirect Services): 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;

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.

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

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; and
  - 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;

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 must 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 must 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 48 hours of closure or ownership change, Director and Director of DHCS must 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 must provide County and its authorized representative's access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, or any other records relating to this Contract.

8.38.6.2 County may, in its sole discretion, perform periodic fiscal and/or program review(s) of 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 30 calendar days after receiving the findings of the fiscal and/or program review, either (a) submit a corrective plan of action to DMH, or (b) request a review by the Director. If Contractor requests a review by the Director within the 30 calendar days, and if a corrective plan of action is then required, Contractor will have 30 calendar days to submit its corrective plan of action.

8.38.6.3 Audit Reports: In the event that any audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report(s) with DMH's Contracts

Development and Administration Division within 30 calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this 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 must maintain and make available to the DHCS, the Secretary of the United States Department of Health and Human Services (HHS), or the Controller General of the United States, and any other authorized federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 3.10 and in this Paragraph 8.38.

8.38.6.5 Federal Access to Records: Grant-funded programs require audits and compliance with federal guidelines pursuant to OMB Uniform Guidance, Subpart F: Single Audit Requirements. If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 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 must maintain and make available to the Secretary of the United States Department of HHS, or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontractor must provide for such access to the subcontract, books, documents and records of the subcontractor as provided in Paragraph 3.10 and in this Paragraph 8.38.

### 8.39 Recycled Bond Paper

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

### 8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract. **Contractor cannot subcontract with other entities (e.g., Legal Entity and Organizational Providers) for Medi-Cal services.**

- 8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

8.40.2.1 The reasons for the particular subcontract.

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

8.40.2.3 Identification of the proposed subcontractor.

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

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

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

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

"The contracting parties will be subject to the examination and audit of the State Auditor,



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

8.40.2.7 Further, the Contractor will also be subject to the examination and audit of the State Auditor, pursuant to the Government Code, Section 8546.7, for a period of ten (10) years from the end of the fiscal year in which such services were provided or until final resolution of any audits, whichever occurs later.

8.40.2.8 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County’s approval of the Contractor’s proposed subcontract.

8.40.5 The County’s consent to subcontract will not waive the County’s right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County’s consent to subcontract.

- 8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor will ensure delivery of all such documents to:

Los Angeles County - Department of Mental Health  
Contracts Development and Administration Division  
510 S. Vermont Ave., 20<sup>th</sup> Floor  
Los Angeles, CA 90020  
Attention: Division Manager of Contracts

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

- 8.41.1 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 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 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 must:
- 8.42.2.1 Upon issuance of any notice of termination, Contractor must 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 will 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 must 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 fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. 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 Except with respect to defaults of any subcontractor, 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, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that 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 this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this 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 or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for 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**

- 8.46.1 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**

- 8.47.1 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 of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30<sup>th</sup> 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**

- 8.48.1 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 County Code Chapter 2.202.

#### **8.49 Time Off for Voting**

- 8.49.1 The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and any subcontractor(s) 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**

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

## **8.51 Waiver**

- 8.51.1 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**

8.53.1 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 Contractor or a 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 Practices**

Contractor must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the 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, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

## **8.57 Prohibition from Participation in Future Solicitation(s)**

Proposers, contractors, subsidiaries, or subcontractors are prohibited from submitting a bid or proposal in a County solicitation if they have provided advice or consultation for the solicitation. A proposer, contractor, subsidiary, or subcontractor is also prohibited from submitting a bid or proposal in a County solicitation if the proposer, contractor, subsidiary, or subcontractor 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, subsidiary, or subcontractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Contract.

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

8.57.2 The policy states that "The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm [collectively "firm"] from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s)" and can be found at the following link:

- 8.57.3 No contractor, subsidiary, subcontractor, or proposer that assisted in the development of solicitation document(s) will participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the contractor, proposer, subsidiary, or subcontractor under this Contract. As this prohibition applies to subcontractors of the Contractor, the Contractor must notify any subcontractors providing services under this Contract of this prohibition before they commence work. Any response to a solicitation submitted by the contractor, proposer, subsidiary, or subcontractor to the Contractor in violation of this provision will be rejected by County. This provision will survive the expiration, or other termination of this Contract.
- 8.57.4 The policy is not applicable to a proposer, contractor, subsidiary, or subcontractor that has participated in a County released Request for Information process.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Third Party Beneficiaries**

- 9.1.1 Notwithstanding any other provision of this Contract, the Parties do not in any way intend that any person or entity will 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 HITECH and, as such, has obligations under federal and State laws 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 HITECH and applicable State laws.

- 9.2.2 The Parties acknowledge their separate and independent obligations with respect to HIPAA HITECH and applicable State laws, 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 HITECH and applicable State laws 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 HITECH and applicable State laws 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 HITECH and applicable State laws compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA and HITECH and applicable State laws and implementing 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 HITECH and applicable State laws, 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/ga/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) are imposed by law or regulation, or earlier effective dates(s) 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(s) are imposed by law or regulation, or earlier effective dates(s) 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\\_5.200COPRELCOIN](https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRELCOIN). The policy was adopted to protect personal information (PI); protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County contractors. Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.



- 9.3.2 Contractor must sign Exhibit U (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 “Contractor Protection of Electronic County Information” and acknowledge that it is the responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/contract-exhibits> for Information Security documents **annually and/or upon notification by DMH of updated Information Security documents**. Contractor must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the security and privacy standards set forth in Exhibit Q, Information Security and Privacy Requirements for Contracts and submit required Exhibit R, DMH Contractor’s Compliance with Information Security Requirements Exhibit annually. Security and privacy requirements will apply to all County PI, PHI and MI electronically stored or transmitted by contractors and subcontractors, irrespective of storage and/or transmission methodology.
- 9.3.3 Contractor must ensure that prior to access, its workforce members, including subcontractors, that create, receive, maintain, or transmit Protected Health Information, acknowledge and sign, Exhibit S - “Confidentiality Oath (Non-DMH Workforce Members)”. In addition, Contractor must submit Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE) annually. Contractor must access the following link: <https://dmh.lacounty.gov/contract-exhibits> for Information Security documents **annually and/or upon notification by DMH of updated Information Security document as stated in Exhibit U (Attestation Regarding Information Security Requirements)**. Contractor must maintain and make available upon request by representatives

#### **9.4 Technology Requirements**

- 9.4.1 Contractor must 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 must 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\\_NGARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf](https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_NGARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf)

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

9.4.2.2 Contractor must submit to County a Legal Entity Electronic Signature Certification to certify compliance with this provision of this Contract. Contractors who implement electronic methods to sign electronic health records subsequent to the execution of this Contract must submit to County a Legal Entity Electronic Signature Certification immediately upon implementation. The Legal Entity Electronic Signature Certification to be used by Contractor is found at:

[https://file.lacounty.gov/SDSInter/dmh/1075616\\_1049221\\_NGARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf](https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_NGARMDBulletin10-011-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 O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor receiving or raising charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both. (County Code Chapter 2.202).

## **9.6 Data Destruction**

Contractor(s) that have maintained, processed, or stored County of Los Angeles 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:

<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

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

Contractor 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 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 undecipherable.

## **9.7 Local Small Business Enterprise (LSBE) Preference Program**

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise (LSBE) Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.7.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.7.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information

or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, must:

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

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

## **9.8 Social Enterprise (SE) Preference Program**

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information

or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:

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

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

## **9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

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

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

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

**9.10 Air or Water Pollution Requirements:** Unless specifically exempted under federal law, any federally funded contract and/or any subcontract 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 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 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

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

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

9.11.4 Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials;

(4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a State license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded. Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

9.11.5 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 must provide the certification set forth in Exhibit K (Attestation Regarding Federally Funded Program) as part of its obligation under this Paragraph 9.11.

9.11.6 Contractor will also comply with DMH Policy 106.04 (Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts) which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals, and 2) Contractor's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

9.11.7 Failure by Contractor to meet the requirements of this Paragraph 9.11 will constitute a material breach of Contract

upon which County may immediately terminate or suspend this Contract.

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

9.12.1 In addition to Paragraph 8.12 (Contractor Responsibility and Debarment), the Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to Parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. By executing this 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 subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Contractor must immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of 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**

9.13.1 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) and any implementing regulations and must ensure that each of its subcontractors receiving funds under this Contract also fully complies with all such certification and disclosure requirements.

**9.14 Disclosures**

9.14.1 Disclosure of five (5) percent or More Ownership Interest: Pursuant to 42 CFR section 455.104, Contractor must submit

the disclosures below to County regarding ownership and control. Contractor must provide the certification set forth in Exhibit P (Ownership/Controlling Interest Disclosure) as part of its obligation under this Paragraph 9.14. Contractor must submit updated disclosures (Exhibit P) to County before entering into Contract, and within 35 days after any change in the Contractor's ownership or upon request by the County. Contractor must send all the disclosures to those persons and addresses which are set forth in Paragraph 8.34 (NOTICES).

(a) Disclosures to be provided:

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

9.14.2 Disclosures Related to Business Transactions: Contractor must submit disclosures and updated disclosures to County



including information regarding certain business transactions within 35 days, upon request:

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

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

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

## **9.15 Certification of Drug-Free Workplace**

9.15.1 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 must 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 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 90 calendar days following the execution of this Contract, Contractor must 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, certified and signed by an authorized officer of Contractor, and one copy thereof must 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 must submit to County six (6) 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 must immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Contractor must immediately send Director a detailed, written report. Contractor must 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 must: (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 must be in accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

## **9.17 Real and Personal Property**

9.17.1 Unless prohibited by the Director, Contractor will be permitted to use such real and personal property of County as necessary in fulfilling its obligations hereunder at no additional cost to Contractor. Notwithstanding any other provision of this Contract, County is only obligated to provide space and pay utility charges (e.g., electricity, water, and gas) for nonclinical services, such as offices, or testing facilities for purposes of providing Services under this Contract as determined by County in its reasonable discretion. County will determine what space is available to Contractor Personnel for such purposes and may make such space available on a nonexclusive basis.

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, month, 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

EXHIBIT A  
FINANCIAL EXHIBIT  
(FINANCIAL PROVISIONS)

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ATTACHMENTS

ATTACHMENT A-1: COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH  
CONTRACTOR CLAIMS CERTIFICATION FOR TITLE XIX SHORT-  
DOYLE MEDI-CAL AND TITLE XXI MEDICAID CHILDREN'S  
HEALTH INSURANCE PROGRAM REIMBURSEMENTS

EXHIBIT A  
FINANCIAL EXHIBIT  
(FINANCIAL PROVISIONS)

**A. GENERAL**

- (1) The County shall pay Contractor in arrears for eligible services provided under the Department of Mental Health (DMH) 24-Hour Residential Treatment Contract (Contract) and in accordance with the terms of this Financial Exhibit A (FINANCIAL PROVISIONS) up to the amounts identified for each Funded Program as shown in Exhibit B, the Financial Summary, and as otherwise may be limited under the DMH 24-Hour Residential Treatment Contract and the exhibits thereto, including but not limited to this Financial Exhibit A (FINANCIAL PROVISIONS) and Exhibit B, the Financial Summary.
  - (a) For purposes of the Contract, a “Funded Program” is a set of services and/or activities (including invoiced services and activities) paid through a particular funding source for the benefit of a specific beneficiary group or program (e.g., Medi-Cal or Non-Medi-Cal) as identified on a row of the Financial Summary.
  - (b) For purposes of the Contract, the “Funded Program Amount” is the amount identified in the last column of Exhibit B, the Financial Summary, for each Funded Program.
  - (c) For purposes of the Contract, “Non-Medi-Cal” includes funding for services not eligible for reimbursement under the State Medi-Cal programs.
  - (d) The Contractor understands and agrees that the Medi-Cal Funded Program Amount(s) in Exhibit B, the Financial Summary is/are provided based on Contractor’s ability to provide specific services and/or serve specific populations, which may include but are not limited to, Medi-Cal beneficiaries eligible under Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program; Title XXI Medicaid Children’s Health Insurance Program (MCHIP); Title XIX Short-Doyle/Medi-Cal (SD/MC) Program for low-income individuals who are age 65 or older, blind, disabled, or members of families with dependent children or qualified pregnant women or children; Senate Bill (SB) 75; and Medicaid (Medi-Cal in California) Coverage Expansion under the Affordable Care Act, as set forth in the Service Delivery Plan. Therefore, Contractor shall ensure access and provision of a full array of Specialty Mental Health Services (SMHS) to all eligible beneficiaries based on client needs, as set forth in the applicable

Service Delivery Plan, Statement(s) of Work, and/or Service Exhibit(s)  
under the Contract.

- (2) The Contractor shall comply with all requirements necessary for reimbursement as established by federal, State and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines and directives.
- (3) In order to reduce County costs, the Contractor shall comply with all applicable provisions of the Welfare and Institutions Code (WIC) and/or California Code of Regulations (CCR) related to reimbursement by non-County and non-State sources, including, but not limited to, collecting reimbursement for services from clients (which shall be the same as patient fees established pursuant to WIC Section 5710) and from private or public third-party payers. In addition, Contractor shall ensure that, to the extent a recipient of services under the Contract is eligible for coverage under Medi-Cal or Medicare or any other federal or State funded program (an eligible beneficiary), services provided to such eligible beneficiary are billed appropriately.
  - (a) To the extent that the County determines Contractor has improperly billed for services to a particular Funded Program, County, in its discretion, may disallow payment of said services and/or may make corrective accounting entries to post the payment of the said services to the appropriate Funded Program and/or require Contractor to void said claimed services and/or replace/resubmit said services for payment from the correct Funded Program, if applicable.

**B. REIMBURSEMENT FOR INITIAL PERIOD**

- (1) The Maximum Contract Amount (MCA) for the Initial Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed THREE MILLION SEVEN HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$ 3,728,840) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.

**C. REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED**

- (1) Reimbursement For First Automatic Renewal Period : The MCA for the First Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed SEVEN MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$ 7,457,680) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.
- (2) Reimbursement For Second Automatic Renewal Period: The MCA for the Second Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed



SEVEN MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$7,457,680) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.

- (3) Reimbursement For Third Automatic Renewal Period: The MCA for the Third Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed n/a DOLLARS (\$n/a) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.
- (4) Reimbursement For Fourth Automatic Renewal Period: The MCA for the Fourth Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed n/a DOLLARS (\$n/a) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.
- (5) Reimbursement For Fifth Automatic Renewal Period: The MCA for the Fifth Automatic Renewal Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Contract shall not exceed n/a DOLLARS (\$n/a) and shall consist of Funded Programs as shown in Exhibit B, Financial Summary.

**D. REIMBURSEMENT BASIS**

- (1) Reimbursement Rates for Mental Health Services: For mental health services claimed and billed through the County's claims processing information system or through an invoice process, and except as further limited elsewhere in the Contract, Contractor will utilize fixed rates, specified in the rate schedule published annually, except as may be provided under Subparagraph (D) (3) of this Exhibit A (FINANCIAL PROVISIONS) and Paragraph L (PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, AND THIRD PARTY REVENUES). In addition, specialized rates may be provided via DMH communication, as applicable.
- (2) Reimbursement of Other Costs and Direct Charges: Certain Funded Programs may provide for and allow Contractor to submit requests for reimbursement to the County for specific expenses that cannot be claimed through the County's claims processing information system. These expenses shall be referred to as a "Direct Charge." Such reimbursement shall be based on actual costs plus an indirect cost rate, if applicable, expressed as a percentage of actual costs, which shall be reviewed and approved in advance

by the County. To the extent an indirect cost rate is charged, a copy of Contractor's indirect cost allocation plan is required to be submitted to DMH for review and approval.

- (a) Startup Costs: During the initial year that the contract is in effect, the MCA, as identified in Paragraph B (REIMBURSEMENT FOR INITIAL PERIOD), may include startup costs for a period not to exceed [## of months]. Startup costs are those necessary to plan, prepare for, and assume operation of the eligible [Program Name], specified in the Contract. The startup costs must be reasonable and allowable, and will only be provided to Contractor on a one-time basis, subject to Director's review and approval. Once Contractor begins providing eligible direct services, startup cost is no longer available and reimbursement is based on claims for eligible mental health services.
- (3) Unique Funded Program: To the extent that the Contract includes a Funded Program which has billing and payment requirements that are not consistent with the provisions of this Paragraph D (REIMBURSEMENT BASIS), the special billing and payment requirements shall be set forth in an amendment or other written form of addenda to this Financial Exhibit A (FINANCIAL PROVISIONS), Statement(s) of Work, and/or Service Exhibit(S) memorializing the specific billing and payment requirement which shall be signed by Contractor and Director.

#### **E. BILLING PROCEDURES**

- (1) If Title XIX SD/MC services, and/or Title XXI MCHIP services are provided under the Contract, Contractor hereby agrees and understands that County DMH is the Mental Health Plan and as such shall act on the Contractor's behalf with DHCS in regard to State claiming and reimbursement purposes.
- (2) Claims Certification and Program Integrity:
  - (a) Contractor hereby certifies that all units of service entered by Contractor into the County's claims processing information system and/or claims for actual costs submitted as Direct Charges to County for any Funded Program covered by the Contract are true and accurate to the best of Contractor's knowledge.
  - (b) Contractor shall annually provide the additional certification set forth in the "Contractor Claims Certification for Title XIX SD/MC and Title XXI Medicaid Children's Health Insurance Program Reimbursements" (Exhibit A-1 to this Exhibit A) related to the Contractor's compliance with specific State and federal statutory and regulatory requirements which are conditions for the reimbursement of Title XIX SD/MC and/or Title XXI MCHIP claims.

- (3) Mental Health Services: Claims for all mental health services, including services funded by Title XIX SD/MC and Title XXI MCHIP, shall be entered into the County's claims processing information system within 30 calendar days of the end of the month in which services are delivered, except as otherwise provided in this Paragraph E (BILLING PROCEDURES).
- (a) Contractor must submit claims within 30 calendar days as specified above unless there is a reasonable justification, in which case Contractor must submit (i) an initial or original (non-replacement) claim, including claims for services under Title XIX SD/MC or under Title XXI MCHIP, within six months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; (ii) replacement claims for services under Title XIX SD/MC or under Title XXI MCHIP within nine months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source; and (iii) any Non-Medi-Cal claims within eight months after the end of the month in which the services were rendered, to the extent doing so would not preclude payment from a funding source.
- (b) Notwithstanding Subparagraphs (3) (a) of this Paragraph E (BILLING PROCEDURES), for Title XIX SD/MC and Title XXI MCHIP claims, good cause justification for late claim submission is governed by applicable federal and State laws and regulations and is subject to approval by the State and/or County.
- (c) In the event the State or federal government or any funding source agency denies any or all claims submitted by County on behalf of Contractor, County will not be responsible for any payment obligation and, accordingly, Contractor shall not seek or retain payment from County and shall indemnify and hold harmless County from any and all liabilities for payment of any or all denied claims, including those denied claims that were submitted outside the period of time specified in Subparagraph (3) of this Paragraph E (BILLING PROCEDURES), except any claims which are denied due to the fault of the County. Any controversy or dispute arising from the denial of claims from the State, federal government, or other agencies shall be handled by Contractor in accordance with the applicable State, federal, or other agency's administrative appeal process.
- (d) Contractor shall, as soon as practicable, notify County of any delay in meeting the timeframe for submitting claims specified in Subparagraph (3) of this Paragraph E (BILLING PROCEDURES). In the event Contractor is not able to make timely submission into the County's claims processing information system due to no fault on the part of Contractor, such Contractor notification should be immediate upon

Contractor's recognition of the delay and must include a specific description of the problem that the Contractor is having with the County's claims processing information system. Notification shall be pursuant to the DMH 24-Hour Residential Treatment Contract, Subparagraph 8.34 (NOTICES), and such notification shall also be made by Contractor to the DMH Chief Information Office Bureau's (CIOB) Help Desk.

- i. Contractor shall be responsible for ensuring all response files (e.g., Health Care Claim Status Response/277 Claim Acknowledgment File, TA1, 999, and 835 files) are received, reviewed, and dispositioned within the time frame(s) established by DMH CIOB.
- (e) The County will notify Contractor in writing as soon as practicable of any County issue(s) which will prevent the submission by Contractor of claiming information into the County's claims processing information system, and County, if appropriate, will waive the requirement of Subparagraph (3) of this Paragraph F (BILLING PROCEDURES) in the event of any such County issue(s). Once County has notified Contractor that its issues are resolved, Contractor shall enter billing information into the County's claims processing information system within 30 calendar days of County's notice unless otherwise agreed to by County and Contractor.

To the extent that issues identified pursuant to Subparagraph (3) (d) of this Paragraph E (BILLING PROCEDURES) require that Contractor modify its procedures for entering claims into the County's claims processing information system, Contractor shall consult with County regarding a reasonable time required to implement such modifications and, upon approval by County, the 30 calendar days required by Subparagraph (3) (d) of this Paragraph E (BILLING PROCEDURES) shall be extended by the amount of time required to implement such modifications.

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

- (4) For mental health services claimed and billed through an invoice process, Contractor shall, no later than the 15<sup>th</sup> of each month following the service month, submit an invoice to the County for patient days approved in writing by the County. Said invoice shall be in a form as specified by the County, and will include an itemized accounting of all charges for each patient day. Invoices shall be submitted to the persons and at the address identified in Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS). Contractor acknowledges County is transitioning to an electronic claiming system and may need to submit claims electronically for timely payment.
- (5) Direct Charges: Contractor shall submit invoices for Direct Charges within 45 calendar days of the end of the month in which the eligible expense was incurred or accrued, unless otherwise required to comply with grant and/or funding source requirement, in which case, DMH will provide written notification to Contractor. Contractor shall assign a unique invoice number to each invoice. Such invoice shall be in the form and include the content specified by County for each Funded Program. Invoices shall be submitted pursuant to Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS). Failure to comply with the terms specified in Subparagraph (5) of this Paragraph E (BILLING PROCEDURES) may result in non-payment of said invoice.

**F. COUNTY PAYMENT FOR SERVICES RENDERED**

- (1) County Payments: After Director's review and approval of the billing (i.e., claim or invoice), County shall pay Contractor in accordance with the following:
  - (a) County shall 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 the Contract, but within 60 calendar days after submission and approval. County shall 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.
  - (b) Payments for services or Direct Charges billed through invoices shall be paid within 60 calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in the Contract.

**G. BILLING AND PAYMENT LIMITATIONS**

- (1) County payments to Contractor for performance of eligible services hereunder are subject to limitations of the 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.

- (2) The total maximum reimbursement that will be paid by County to Contractor under the Contract, including Cash Flow Advances (CFA), if applicable, for the Initial Period, First Automatic Renewal Period, and any subsequent Automatic or Optional Renewal Period shall be, in no event more than, the MCA specified in Contract, for the Initial Period, First Automatic Renewal Period, and any subsequent Automatic or Optional Renewal Period, respectively.
  - (a) In addition to the general limitation of Paragraph B (1), above, in no event shall the maximum reimbursement that will be paid by County to Contractor under the Contract for any Funded Program be more than the amount identified as the Funded Program Amount for each Funded Program, as stated on Exhibit B, the Financial Summary, for the Initial Period, First Automatic Renewal Period and any subsequent Automatic or Optional Renewal Period, as applicable.
  - (b) Contractor shall immediately provide written notice to the County when, based on the Contractor's own internal records, it has billed for services/activities under the Contract in an amount equal to 60 percent of the total MCA or 60 percent of the Funded Program Amount(s) during the Initial Period, First Automatic Renewal Period and any subsequent Automatic or Optional Renewal Period of the Contract.
    - (i) Contractor shall send such notice to those persons and addresses which are set forth in the DMH 24-Hour Residential Treatment Contract, Subparagraph 8.34 (NOTICES).
    - (ii) Failure of Contractor to comply with this Subparagraph (G) (2) (b) will be considered a breach of the Contract.
- (3) Except as otherwise provided in the Contract, the total MCA and/or the Funded Program Amount(s) for any of the periods specified in this Financial Exhibit A (FINANCIAL PROVISIONS), Paragraphs B (REIMBURSEMENT FOR INITIAL PERIOD) and C (REIMBURSEMENT IF CONTRACT IS AUTOMATICALLY RENEWED) may not be increased or decreased without a properly executed amendment to the Contract. The Parties acknowledge that the actual number of individuals seeking care from Contractor who are eligible under a particular Funded Program may differ from the estimated number upon which the Funded Program Amounts were based, and that it may be appropriate to increase Contractor's responsibility to provide services to certain eligible individuals while decreasing its responsibilities to provide services to other eligible individuals. Any such modification in Contractor's responsibilities, along with commensurate changes in the appropriate Funded

Program Amounts, may be accomplished through a formal amendment or administrative amendment for shifting of funds, completed in advance of the provision of services and as outlined in the DMH Policy, *Shifting Guidelines for the Legal Entity Agreement*. In case of an administrative amendment, such administrative amendment may be executed by Director under delegated authority from the Board of Supervisors without prior approval of County Counsel. Such administrative amendment may be initiated by the County, with Contractor's written consent. Contractor's signature will be required to make such administrative amendment effective.

- (a) County and Contractor may by written amendment reduce programs or services and revise the applicable MCA and/or Funded Program Amount. The Director shall provide 15 business days' prior written notice of such funding changes to Contractor, including any changes in the amount of services to be received by County. Any such change in any applicable MCA and/or Funded Program Amount shall be effected by a written amendment or administrative amendment to the Contract, prepared by Director or designee, and executed by both parties.
- (4) Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Paragraph G (BILLING AND PAYMENT LIMITATIONS), reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. Contractor shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- (a) Reimbursement of certain Direct Charges, such as but not limited to capital improvement, are contingent upon the completion of appropriate deliverable(s). If the County reasonably determines from a review of Contractor's service, billing, and other applicable records that the Contractor failed to provide required deliverable(s) associated with such Direct Charge(s), County shall have the right to adjust and/or recover payment(s) associated with such Direct Charge(s). The recovery from Contractor shall be made through cash payment made by Contractor to County and/or County offsets to County payment(s) of Contractor's approved claim(s) in accordance with the terms of Paragraph P (PAYMENTS BY CONTRACTOR TO COUNTY) and Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS).
- (5) Adjustment of Claims Based on Other Data and Information: The County shall 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 shall supersede and take precedence over the claimed amount submitted by Contractor.

- (6) Adjustment of Claims for Contract Compliance: Director, in her sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor shall not be paid a sum in excess of the amount due to the Contractor under the terms and conditions of the 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 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, Director shall provide Contractor with written notice of the County's decision to take such action(s), including the reason(s) for the action(s). Thereafter, Contractor may, within 10 calendar days of Contractor's receipt of the notification, request reconsideration of the County's decision. Contractor may request in writing, and shall receive if requested, County's computations for making a determination that such action was necessary, including any amount(s) held, denied or reduced.
  - (b) Upon receiving a request for reconsideration from Contractor, County shall, 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 shall, 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.
- 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.
- (7) No Payment for Services Rendered Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money, or reimbursement of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of the Contract or any part thereof. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination



of the Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of the Contract.

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

**H. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- (1) The Contract is subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of the Contract, including, but not limited to, those contained in State's Budget Act.
- (2) The Contract is also subject to any additional restrictions, limitations, or conditions imposed by the federal government which may in any way affect the provisions or funding of the Contract.
- (3) In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under the Contract corresponding with that fiscal year and any subsequent fiscal year during the term of the Contract (including any extensions), and the services to be provided by the Contractor under the Contract shall also be reduced accordingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such action. Except as set forth above in Subparagraph (3) of this Paragraph I (LIMITATIONS OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) and Subparagraph (5) of Paragraph J (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS), the Contractor shall continue to provide all of the services set forth in the Contract.
- (4) Notwithstanding any other provision of the Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of the Contract during this or any of County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for the Contract in County's Budget for each such fiscal year. In the event funds are not appropriated for the Contract, then the Contract shall terminate as of June 30<sup>th</sup> of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such non-appropriation of funds at the earliest possible date.
- (5) Notwithstanding any other provision of the Contract, for the purposes of any special grants such as Substance Abuse and Mental Health Services Administration (SAMHSA) and discretionary funds received from the Board of

Supervisors, any unspent amounts of such grants and/or discretionary funds, if so authorized by the grantor or the Board of Supervisors, may be rolled over from one fiscal year to the next by decreasing the Funded Program Amount and MCA for the fiscal year in which the funds were unspent and increasing the Funded Program Amount and MCA by the same amount in the following fiscal year. Such roll over of funds shall not, in any event, allow Contractor to receive reimbursement for services/activities paid by these grants and/or discretionary funds in excess of the total allotment of such grants and discretionary funds over the period covered by such grants and discretionary funds. Any such change in the MCA due to such roll over of funds shall be effected by a duly executed amendment to the Contract.

**I. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS**

- (1) Funds under the Contract are provided for the delivery of mental health services to eligible beneficiaries under each of the Funded Programs identified in Exhibit B, Financial Summary. Each Funded Program has been established in accordance with the requirements and restrictions imposed by each respective County, State and/or federal payer source contributing to the Funded Program.
- (2) Contractor may not redirect funds from one Funded Program to another Funded Program, except through a duly executed amendment to the Contract as outlined in DMH Policy, *Shifting Guidelines for the Legal Entity Contract*.
- (3) Contractor may not charge services delivered to an eligible beneficiary under one Funded Program to another Funded Program unless the recipient is also an eligible beneficiary under the second Funded Program. When a recipient of services is an eligible beneficiary under more than one Funded Program, Contractor shall charge the services to the Funded Program under which the County shall receive maximum reimbursement from non-County sources, provided that Contractor has available funds under the appropriate Funded Program.
- (4) Contractor also shall not charge services delivered to an eligible beneficiary for Medi-Cal to the Non-Medi-Cal Funded Program Amount except in such cases when a client's eligibility for benefits is being established or determined, or when the client is eligible for Medi-Cal minor consent, or when DMH has given advance approval to use the Non-Medi-Cal Funded Program Amount. Upon confirming that said client is approved for Medi-Cal benefits, or in such case that the County may determine that a service paid originally through the Non-Medi-Cal Funded Program Amount was to a client approved for Medi-Cal, Contractor shall void the original claims for services provided on or after the effective date that Medi-Cal services became eligible for reimbursement, and resubmit such claims for Medi-Cal under the correct Funded Program, to the

extent the claim submission complies with the timeline specified in Subparagraph E (3).

- (6) Contractor shall deliver services to clients to the extent that funding is provided by the County. Where Contractor determines that services to clients can no longer be delivered, Contractor shall provide 30 calendar days prior written notice to County. Contractor shall thereafter refer clients to County or to another appropriate Contractor.
  - (a) Contractor shall not be required to provide the notice required under Subparagraph (5) of this Paragraph I (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS) if the County reduces funding to the Contractor under Paragraph I (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) whether such reductions occur at the beginning of, or during, a fiscal year. In addition, if County reduces or eliminates funding for a specific Funded Program, or portion thereof, Contractor shall not be responsible for continuing services for those clients served by the Funded Program, or portion thereof.

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

- (1) Contractor shall deliver and monitor services so that Contractor can provide continued and uninterrupted provision of quality eligible services to eligible beneficiaries as specified in the Contract, to the extent funding is provided by County. If the County reasonably determines the Contractor will not meet expectations listed in Subparagraph (2) of this Paragraph J (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN), County may notify Contractor to discuss and determine whether a corrective action plan (CAP) will be required.
  - (a) If a CAP is issued and Contractor fails to comply with such CAP, County may implement remedies specified in Subparagraph (2) of Paragraph V (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE).
- (2) Without limiting Contractor's obligations under the Contract, Contractor shall meet performance and/or outcome expectations that are specified in the Contract, Statement(s) of Work, Service Exhibit(s), approved Service Delivery Plan (SDP), and/or Department guidelines, directives, and practice parameters.
  - (a) County will follow up with the Contractor to discuss and determine remedies for late submission of an SDP.

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

- (1) If, under the Contract, Contractor has Funded Programs that include Title XIX SD/MC services, and/or Title XXI MCHIP services, Contractor shall certify annually, no later than July 10<sup>th</sup> of each year, in writing, that all necessary documentation will exist at the time any claims for Title XIX SD/MC services and/or Title XXI MCHIP are submitted by Contractor to County.

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

- (2) Contractor acknowledges and agrees that the County, in undertaking the processing of claims and payment for services rendered under the Contract for these Funded Programs, does so as the Local Mental Health Plan for the State and federal governments.
- (3) Contractor shall submit to County all Title XIX SD/MC and/or Title XXI MCHIP claims or other State required claims data within the timeframe(s) prescribed by the Contract to allow the County to meet the timeframes prescribed by the State and federal governments. County shall have no liability for Contractor's failure to comply with the timeframes established under the Contract and State and federal timeframes, except to the extent that such failure was due to the fault of the County.
- (4) County, as the Mental Health Plan, shall submit to the State in a timely manner, claims for Title XIX SD/MC services and/or MAA, and/or Title XXI MCHIP services only for those services/activities identified and entered into the County's claims processing information system, which are compliant with State and federal requirements. County shall make available to Contractor any subsequent State approvals or denials of such claims within 30 days of receipt thereof.
- (5) Contractor acknowledges and agrees that County's final payment for services and activities claimed by Contractor for Title XIX SD/MC services and/or Title XXI MCHIP services is contingent upon reimbursement from the State and federal governments and that County will re-coup any payments for said services that are not ultimately reimbursable.
- (6) Contractor's ability to retain payment for such services and/or activities is entirely dependent upon Contractor's compliance with all laws and regulations related to same.
- (7) Notwithstanding any other provision of the Contract, Contractor shall hold County harmless from and against any loss to Contractor resulting from the

denial or disallowance of claims for or any audit disallowances related to said services by the County, State or federal governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the County.

- (8) Contractor shall repay to County the amount paid by County to Contractor for Title XIX SD/MC and/or Title XXI MCHIP services/activities which are subsequently denied or disallowed by the County, State, and/or federal governments. In no event shall County be liable or responsible to Contractor for any State approved Title XIX SD/MC and/or Title XXI MCHIP services/activities that are subsequently denied or disallowed by County, State, and/or federal governments unless the denial or disallowance was due to the fault of the County.
- (9) The total County payment for Title XIX SD/MC services and/or Title XXI MCHIP services under federal requirements consists of federal financial participation, County, State and/or other grant funds. Contractor acknowledges that if such services are subsequently denied, voided, and/or disallowed, County shall make a full recovery of such payments, as applicable.
- (10) Notwithstanding any other provision of the Contract, Contractor agrees that the County may offset future payments to the Contractor and/or demand repayment from Contractor when amounts are owed to the County pursuant to above Subparagraphs (7) and (8) of this Paragraph K (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM). Such demand for repayment and Contractor's repayment shall be in accordance with Paragraph P (PAYMENTS BY CONTRACTOR TO COUNTY), except for denials reflected on the State's 835 files, which will be offset immediately from the County's next payment to Contractor.
- (11) Contractor shall comply with all written instructions provided to Contractor by Director, State or other applicable payer source regarding claiming and documentation.
- (12) Nothing in this Paragraph K (LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI MEDICAID CHILDREN'S HEALTH INSURANCE PROGRAM) shall be construed to limit Contractor's rights to appeal State and federal audit findings in accordance with the applicable State and federal regulations.

**L. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, AND THIRD PARTY REVENUES**

- (1) Contractor shall comply with all County, State, and federal requirements and procedures relating to:
  - (a) The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and WIC Sections 5709 and 5710.
  - (b) The eligibility of patients/clients for SD/MC, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.
  - (c) Contractor shall not charge the client's financial responsibility for a service to the Non-Medi-Cal Funded Program Amount.
- (2) All fees paid by patients/clients receiving services under the Contract and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Contractor only for the delivery of mental health services/activities specified in the Contract.

**M. CASH FLOW ADVANCE (CFA) IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED**

- (1) The CFA, if approved by County, is an advance of funds to be repaid by Contractor through direct payment of cash and/or through the provision of appropriate services/activities under the Contract during the applicable period.
- (2) For each month of each period of the Contract, County will reimburse Contractor based upon Contractor's submitted claims for rendered services/activities subject to claim edits, and future audit processes. However, for each month of the first two months, of the Initial Period, the First Automatic Renewal Period, and any subsequent Automatic or Optional Renewal Period, Contractor may request in writing from County a monthly County General Fund CFA as herein described.
- (3) CFA disbursement(s), if any, shall be part of the total maximum reimbursement, which is limited to the MCA as specified in Paragraph G (BILLING AND PAYMENT LIMITATIONS).
- (4) A CFA is intended to provide cash flow to Contractor pending Contractor's rendering and billing of eligible services/activities, as identified in the DMH 24-Hour Residential Treatment Contract Subparagraph 3.3 (DESCRIPTION OF SERVICES/ACTIVITIES), and County payment thereof. Contractor may request each monthly CFA only for such services/activities and only to the

extent that there is no reimbursement from any public or private sources for such services/activities.

- (5) Notwithstanding any other provision to the contrary, funding for Wraparound Case Rate (i.e., Specialized Foster Care Wraparound Invoice Funded Program), Full Service Partnership Incentives, and Startup Costs shall not be included when computing monthly CFA amount(s).
- (6) Cash Flow Advance Request Letter: For each month for which Contractor is eligible to request and receive a CFA, Contractor must submit to the County a letter requesting a CFA and the amount of CFA Contractor is requesting.
  - (a) In order to be eligible to receive a CFA, the letter requesting a CFA must be received by the Director on or before the 15<sup>th</sup> day of that month (e.g., for the month of July, the request must be received by July 15).
    - i. If the letter requesting CFA is received by the County from the Contractor after the 15th day of the month, Contractor will not be eligible to receive a CFA for that month.
  - (b) The signed letter requesting a CFA must be sent via email (PDF file) to the Department of Mental Health Financial Services Bureau – FSB Administration at: [FSB@dmh.lacounty.gov](mailto:FSB@dmh.lacounty.gov).
    - i. FSB staff will determine whether Contractor is eligible to have its request considered based on the date the request letter is received by DMH and not the date on the request letter.
  - (c) Upon receipt of a request, Director, in her sole discretion, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
    - i. If a CFA is not approved, Director will notify Contractor within 10 business days of the decision, including the reason(s) for non-approval. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the decision.
- (7) Reduction of Cash Flow Advance Amount by Actual Adjudicated Claims: The CFA amount available to Contractor for any particular month will be reduced by County payments for claims received from Contractor. The County's claims payment process is initiated immediately upon County receipt from Contractor of a reimbursement claim.
- (8) Business Rules for the Determination of the Maximum Amount of the Cash Flow Advance Request:

- (a) For each of the first two months of each period that the Contract is in effect, Contractor may request in writing from County a monthly County General Fund CFA for any funds which may be part of the MCA for such period as identified in the Financial Summary. Contractor shall specify in its request the amount of the monthly CFA it is requesting, not to exceed \$\_\_\_\_\_ for the first month and \$\_\_\_\_\_ for the second month, if applicable. In no event shall the monthly CFA requested by Contractor exceed 1/12<sup>th</sup> of the annualized MCA as identified on Exhibit B, Financial Summary, as of the specified month the CFA is requested.
- (b) In case the Contract is amended to increase or reduce the MCA during the first two months during which the Contractor may request and receive CFA, the CFA amount shall be recalculated for the remaining month(s) based on the executed date of the amendment. For the month in which the amendment is executed, the revised CFA amount shall be based on the executed date of the amendment, and if such executed date falls between the 1<sup>st</sup> and the 15<sup>th</sup> of the month, the revised CFA amount will be adjusted based on the total amount of the change in the MCA. If the executed date falls between the 16<sup>th</sup> and the end of the month, the revised CFA amount will be calculated based on one half (1/2) of the total change in the MCA.
- (c) The Contractor may request in writing from County, consistent with above Subparagraph (8) (a) of this Paragraph M (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), for additional monthly CFA to accommodate extraordinary circumstances that are beyond Contractor's control, including but not limited to, Contractor's inability to submit claims to the County as described in Subparagraph (3) of Paragraph E (BILLING PROCEDURES) or due to procedural matters associated with transitioning Contractor to County's new claims processing information system, County's inability to process claims due to extended disruption in the County's claims processing information system, or any other circumstance determined by the Director, in her sole discretion, to constitute an extraordinary circumstance beyond Contractor's control. The County, in its sole discretion, shall review Contractor's request, including but not limited to, the amount of CFA requested and the amount of CFA requested in relation to the number of months remaining in the fiscal year, and shall respond accordingly within 15 business days from the receipt of such request.
  - i. Additional monthly CFA is subject to approval by the Director, County Auditor-Controller, County Counsel and County Chief Executive Office.



- (9) Recovery of Cash Flow Advances: If Contractor has received any CFA pursuant to this Paragraph M (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED), then recovery from Contractor's monthly claims shall be made through cash payment made by Contractor to County and/or through County offsets to County payment(s) of Contractor's approved claim(s) as follows:
- (a) Generally, when Contractor renders services at a level that would indicate it will utilize all or a substantial portion of its MCA, County initiates recovery of the CFA balance, if any, for a particular fiscal year in July following the close of such fiscal year or at such time as payments to Contractor, including the CFA, reach the MCA. Such recovery is initiated through the Contractor's rendering and submitting of appropriate services and activities into the County's claims processing information system and/or the submission of invoices for direct charges.
  - (b) If at any time during the fiscal year, County determines that Contractor is not rendering services at a level that would utilize all of its MCA, County may initiate recovery of the CFA as specified above in Subparagraph (9) (a) of this Paragraph M (CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ACTIVITIES TO BE RENDERED) prior to November 30<sup>th</sup> of the following fiscal year. If County intends to initiate recovery of the CFA prior to that November 30<sup>th</sup>, County will give Contractor 30 calendar days' prior written notice, including the reason(s) for the intended actions, to ensure Contractor renders and submits sufficient services/activities to have repaid all, or a substantial portion of the CFA, by November 30<sup>th</sup>. Contractor may, within 15 calendar days of the receipt of County's written notice, request reconsideration of the County's decision.
  - (c) Notwithstanding any other provisions of the Contract, if CFA balance remains by November 30<sup>th</sup> of the following fiscal year, County shall initiate recovery of the outstanding CFA balance within 30 calendar days. Repayment by Contractor shall be due within 30 calendar days from the date of the letter from County.
- (10) When Contractor's CFA balance is zero in any fiscal year of the term of the Contract, any County and/or State and/or federal government(s) approved Contractor reimbursement claims for eligible services/activities will be disbursed in accordance with the terms and conditions of the Contract.
- (11) Should Contractor request and receive a CFA, Contractor shall exercise cash management of such CFA in a prudent manner.

**N. OTHER REQUIREMENTS FOR CONTRACTORS**

- (1) Contractor shall maintain records documenting all Title XIX SD/MC services and/or Title XXI MCHIP services for a period of 10 years from the end of the fiscal year in which such services were provided or until three years after final resolution of any audits or appeals, whichever occurs later.
- (2) County may require and Contractor shall submit financial data/report related to this Contract in the format and timeline specified by County, for the purposes of evaluating MCA, Funded Program Amount, shifting of funds, and/or program review and audit. County may collect from Contractor financial data/report related to this Contract in the format and timeline specified by County for the purpose of evaluating contract rate(s), if mutually agreed to by the County and Contractor.
- (3) To comply with the Federal Medicaid Managed Care Final Rule and Federal Mental Health and Substance Use Disorder Services Parity Final Rule requirements related to the recovery and reporting of overpayment(s) due to fraud, waste, or abuse (CMS-2390-P), Contractor shall void any claims associated with such overpayment(s) within 30 calendar days of discovery of such overpayment(s).
  - (a) To comply with the reporting requirement in Title 42 of Code of Federal Regulations, Part 438 and Centers for Medicare and Medicaid Services' (CMS) Final Rule, CMS-2390-P, Contractor shall submit a report quarterly detailing the reasons for all voids requested as specified in DMH Policy 813.05 and in DMH Central Business Office (CBO) Bulletins NGA 20-009R, NGA 20-013, NGA 20-017, and any subsequent CBO Bulletin(s) related to Reporting of Overpayments (published in <https://dmh.lacounty.gov/for-providers/cbo-bulletins/>). Submission deadlines will be published in CBO Bulletins. Contractor bears the responsibility of all penalties or consequences resulting from submitting reports after the published due date unless otherwise notified.

**O. AUDIT AND AUDIT APPEAL**

- (1) At any time during the term of the Contract or after the expiration or termination of the Contract, in accordance with State and federal law including but not limited to Welfare and Institutions Code (WIC) Section 14170 et seq., authorized representatives from the County, State or federal governments may conduct an audit of Contractor regarding the services/activities provided under the Contract.
- (2) Settlement of audit findings and appeals will be conducted according to the auditing party's procedures in place at the time of the audit.

- (a) County shall follow all applicable federal, State, and County laws, regulations, manuals, guidelines and directives in recovering any over-payments from Contractor.
  - (b) If the audit findings result in an amount due to Contractor by the County, County shall initiate the payment process to Contractor within 30 days of receiving the Audit Report settlement payment from DHCS.
- (3) County Audits:
- (a) Should the auditing party be the County, Contractor will have 30 calendar days from the date of the audit report within which to file an appeal with County. The letter providing the Contractor with notice of the audit findings shall indicate the persons and address to which the appeal should be directed. County shall consider all information presented by Contractor with its appeal, and will issue its decision on the appeal after such consideration. Such decision is final. County will issue a written notification of the amount due within 30 calendar days of the appeal decision. Contractor shall make payment to the County as instructed in the written notification of the amount due.
  - (b) If applicable, Director, in her sole discretion, shall determine the need to revise certain reports/forms as needed to reflect the audit disallowance related to costs and expenditures as agreed by Contractor. To the extent such revisions are made, County will inform Contractor of such action and provide Contractor with a copy of the revised reports/forms.
- (4) At times, it may be necessary for County to negotiate a settlement with the Contractor outside of the appeals and hearing process with the State or another auditing party. In those cases, County will execute a separate written agreement with Contractor to formalize mutually agreed upon terms.

**P. PAYMENTS BY CONTRACTOR TO COUNTY**

Payment Amount: If it is determined that the Contractor owes County under this Contract, including repayment to County as a result of non-compliance and/or County, State, and federal audit, Contractor agrees to pay County the total amount due upon receipt of written notification by County. County shall first apply any amounts owed by Contractor to offset any amounts owed by County to Contractor. If there is a remaining amount owed to County after applying the offset, County shall initiate recovery of the outstanding balance within 30 calendar days, and repayment by Contractor will be due within 30 calendar days from the date of the written notification from County.

**Q. FINANCIAL SOLVENCY**

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

**R. COUNTY AND CONTRACTOR REQUESTED CHANGES**

- (1) If Contractor desires any change in the terms and conditions of the Contract, Contractor shall request such change in writing prior to March 1<sup>st</sup> of the fiscal year for which the change would be applicable, except as otherwise provided in Paragraph T (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (EXHIBIT B)) or unless otherwise agreed to by County.
  - (a) All changes requested by Contractor and approved by County shall be made by an amendment pursuant to the DMH 24-Hour Residential Treatment Contract Subparagraph 8.1 (AMENDMENTS).
  - (b) All changes requested by the Contractor shall be followed by a Mid-Year Change to the last approved Service Delivery Plan to be submitted by the Contractor, which must be approved by the Director as specified in DMH Policy, *Service Delivery Plan Submission Procedures*.
- (2) If Contractor requests an increase or decrease in the MCA or in the Funded Program Amount, Contractor shall provide all reports, data, and other information requested by the County, within 15 calendar days of County's request.
  - (a) Contractor's request for consideration of an increase in the MCA or in the Funded Program Amount, must be made and approved prior to Contractor rendering services that exceed the MCA or the Funded Program Amount. To the extent that County agrees to increase MCA or a Funded Program Amount, such approval shall be in the form of an executed amendment to the Contract. Director will make best efforts to expedite the amendments provided under this Subparagraph (2) (a) of this Paragraph R (COUNTY AND CONTRACTOR REQUESTED CHANGES).
  - (b) Requests received after the Contractor has rendered services in excess of the MCA, or the Funded Program Amount, will only be considered on a prospective basis for payment of services rendered after the effective date of any executed amendment. The County shall not be responsible for payment of, nor otherwise be liable for, services/activities that Contractor provided in excess of the MCA or the Funded Program Amount during any part of the Initial Period, First Automatic Renewal Period or any subsequent Automatic or Optional Renewal Period, respectively.

- (3) If County requires changes per Paragraph V (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE) and/or Paragraph H (LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS), Contractor must submit a Mid-Year Change to the last approved Service Delivery Plan as specified in DMH Policy, *Service Delivery Plan Submission Procedures*.
- (4) If County and Contractor agree to make a funding and/or service plan change relevant to the Contract, Contractor must submit a Mid-Year Change to the last approved Service Delivery Plan as specified in DMH Policy, *Service Delivery Plan Submission Procedures*.

**S. DELEGATED AUTHORITY**

- (1) Notwithstanding any other provision of the Contract, the Director may, without further action by County's Board of Supervisors, prepare and sign amendments to the Contract under the following conditions.
  - (a) County's total payments to Contractor under the Contract, for each fiscal year of the term of the Contract, does not exceed an increase of more than the 25 percent of the Board of Supervisor-approved MCA; and
  - (b) Amendments may add, delete, modify, or replace the Service Exhibits and/or Statements of Work; reflect federal, State, and County regulatory and/or policy changes; and/or roll over certain federal and/or State grant funds from one FY to the next FY, as appropriate; or allow shifting of funds pursuant to Paragraph T (SURVIVAL: AMENDMENTS TO MAXIMUM CONTRACT AMOUNT AND FINANCIAL SUMMARY (Exhibit B)); and
  - (c) Sufficient funds are available for all changes described in each such amendment to the Contract; and
  - (d) Approval of County Counsel, or designee, is obtained prior to any such amendment to the Contract.
  - (e) Director, or designee shall notify County's Board of Supervisors and the Chief Executive Officer of all Contract changes in writing within.

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

- (1) Due to the length of the DHCS SD/MC UOS claiming processes, County and Contractor acknowledge that the final determination of the amounts owed by the Parties to each other will occur during First, Second and/or any subsequent Automatic or Optional Renewal Period as described in the DMH

24-Hour Residential Treatment Contract, Paragraph 4 (TERM OF CONTRACT) and/or after the expiration or termination of the Contract. Therefore, the parties agree that all provisions of the Contract related to effectuating payment, including such provisions in this Exhibit A, Financial Provisions, survive the First, Second and/or any subsequent Automatic or Optional Renewal Period as described in the DMH 24-Hour Residential Treatment Contract, Paragraph 4 (TERM OF CONTRACT) and/or expiration or termination of the Contract. This Paragraph T shall not be interpreted to imply that other provisions of Contract do not survive its expiration, if the Parties' intent, as demonstrated by language, circumstances, law, or practice, is that the provision(s) should survive.

- (2) To maximize the use of federal, State, and other revenues, and to align Financial Summary funded program amounts with actual, eligible services, Contractor, by September 30<sup>th</sup> following the fiscal year close, may submit in writing, a request to shift and/or increase funds on the Financial Summary (Exhibit B). Such shifting and/or increase of funds request shall reflect maximization of federal and other funding based on Contractor's actual, eligible services provided submitted in accordance with the terms and conditions of the Contract and in accordance with terms and limitations set forth in DMH Policy, *Shifting Guidelines for the Legal Entity Contract*. To the extent that County approves the shift of funds request, such approval shall be in the form of an executed amendment to the Contract. In addition, the Director, at her sole discretion, may propose and, with the agreement of Contractor, execute a written amendment to (a) modify the distribution of funds identified for each Funded Program as shown on the Financial Summary (Exhibit B); (b) change, including increase, the amount of federal or State funds on the Financial Summary (Exhibit B); or (c) increase the MCA to include additional federal or State funds for Medi-Cal services, but only to the extent that such amendment is necessary for Contractor to be reimbursed for otherwise uncompensated care. Such amendment may be executed during First and/or Second Automatic Renewal Period as described in the DMH 24-Hour Residential Treatment Contract, Paragraph 4 (TERM OF CONTRACT) and/or after the Contract has expired or terminated.

#### **U. PAYMENT AND INVOICE NOTIFICATIONS**

- (1) Contractor shall submit all Invoices, including any supporting documentation, to their assigned Provider Reimbursement Section (PRS) liaison and to Contract Management and Monitoring Division (CMMD), except as otherwise provided under Subparagraph (1) (a) of this Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS).
  - (a) In the event the Invoice Funded Program is set up to be billed electronically, invoices shall be submitted in the specified electronic tracking system.

- (2) Contractor shall 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

**V. COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE**

(1) General Remedies:

- (a) County may immediately, without prior written notice, suspend payments to Contractor, for good cause, if the Director determines that Contractor is in default of any Contract provisions due to alleged fraud or similar intentional wrongdoing.
  - i. Thereafter, Contractor may request reconsideration of Director's decision to suspend payment.
- (b) County may suspend all, or a portion, of its payment if the Director determines that Contractor is in default of any Contract provisions due to noncompliance with - or failure to respond to - requests, policies, procedures, guidance, or other similar instructions from the County as required and until such time the Contractor complies and such response has been reviewed and approved by Director.
  - i. Notwithstanding any other provision of the Contract, examples of noncompliance include, but are not limited to:
    - a. Insufficient documentation of clinical work that does not meet federal, State, and County written standards;
    - b. Failure to timely provide outcomes data; and/or
    - c. Failure to comply with a Corrective Action Plan (CAP).
- (c) County may also withhold all, or a portion, of its payment if there is a reasonable determination that Contractor is or may become insolvent.
- (d) To the extent that the County intends to suspend all, or a portion of, its payment for reasons other than fraud or intentional wrongdoing:
  - i. Director shall provide Contractor with at least 30 calendar days' prior written notice of such suspension that includes the reason(s) for such suspension.

- ii. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision.
- iii. Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present information or documentation to the County relevant to the circumstances that led the County to take such actions and may propose alternative action(s).
- iv. Within 15 calendar days of said meeting, County shall, in writing, notify Contractor, of its final decision. The decision of the Director will be final.
- v. Upon determination that Contractor is no longer in noncompliance with the Contract provision(s) that resulted in the suspension of payment, County shall release withheld payments within 30 calendar days of such determination, unless otherwise prohibited by federal, State, and/or local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines, and directives.

(2) Additional Remedies imposed for Failure to Comply with CAP:

- (a) If a CAP is issued and Contractor fails to comply with such CAP, County may impose the following remedies in addition to the general remedies identified in Subparagraph (1) of this Paragraph V (COUNTY REMEDIES FOR CONTRACTOR DEFAULT OR NON-COMPLIANCE):
  - i. Restrict Contractor from expending any more funds allocated for the program(s) at issue by de-obligating previously allocated funds.
  - ii. Decrease the amount of funds allocated in subsequent fiscal years for the program(s) at issue.
  - iii. Terminate specific program(s) within the Contractor's LE Contract and/or terminate the Contractor's LE Contract in its entirety for failure to meet performance and/or outcome expectations as specified in the Contract, Statement(s) of Work, Service Exhibit(s), approved Service Delivery Plan, and/or Departmental guidelines, directives, and practice parameters.



- (b) To the extent that the County intends to impose such additional remedies:
  - i. Director shall provide Contractor with at least 30 calendar days' prior written notice of its intent to take such action, which will include an explanation of how the Contractor is not meeting the expectations identified in Paragraph J (CONTRACTOR'S RESPONSIBILITY TO ENSURE QUALITY OF SERVICES AND TO MONITOR SERVICE PLAN); copies of relevant data, if applicable; the nature and the amount of the proposed funding allocation change; and any associated changes to the amount of services to be provided by Contractor.
  - ii. Thereafter, Contractor may, within 15 calendar days, request written reconsideration of the County's decision. Contractor's request must clearly indicate the reason why County's action is unjustified.
  - iii. Upon receiving a request for reconsideration from Contractor, County shall, 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 action(s).
    - a. If Contractor fails to meet with County in this period of time, and County has provided an opportunity to meet within the time period, Contractor is deemed to have waived its opportunity to meet with County and accepts County recommended actions.
  - iv. Within 15 calendar days of said meeting, County shall, in writing, notify Contractor of its final decision. The decision of the Director will be final and any remedies will be effective upon receipt of notification by Contractor.
- (c) Any change in the Contract, including termination of specific program(s) and/or termination of the entire DMH 24-Hour Residential Treatment Contract shall be effected by an administrative amendment to the Contract or notice of termination issued by Director.
- (d) Changes that are based on one-time circumstances will be applicable to the current contract fiscal year only and shall not result in reductions (or increases) of MCA and/or Funded Program Amount in subsequent

fiscal years, while changes that are based on clearly documented ongoing historical trends may result in ongoing reductions (or increases) of MCA and/or Funded Program Amount in subsequent years.

- (e) Contractor understands and agrees that its MCA and/or Funded Program Amount may be reduced as a result of the adjustments authorized by this provision, and further acknowledges that County has relied upon this flexibility in establishing the MCA and/or Funded Program Amount for the Contract. By executing the Contract, Contractor specifically consents to the prospective adjustments set forth in this provision up to and including termination of program(s) and/or the Contract.

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

Contractor: Telecare Corporation

Legal Entity No.: 00108

Claims for services/activities with dates of services: March 6, 2024 through June 30, 2024.

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for the administration of the mental health services in and for said claimant; that the amounts for which reimbursement will be claimed for Medi-Cal and Medicaid Children's Health Insurance Program (MCHIP) services to be rendered during the above indicated fiscal year and to be claimed to the County of Los Angeles Department of Mental Health will be in accordance with the terms and conditions of the Contract; and that to the best of my knowledge and belief, each claim will be in all respects true, correct, and in accordance with State and federal law and regulation. I agree and certify under penalty of perjury that all claims for services to be provided to county mental health clients will be provided to the clients by this Contractor. The services will be provided in accordance with the client's written treatment plan. I agree and certify under penalty of perjury that no services will be submitted for the Contractor nor any of its staff members who is restricted, excluded, and/or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part. This certification covers staff members who are directly included on the claim or any staff member whose time is included on the claim, but whose identifying Name and National Provider ID are not included if they were a co-practitioner in the service. This Contractor also certifies that all information submitted to the County Department of Mental Health will be accurate and complete. This Contractor and I understand that payment of these claims will be from County, State and federal funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or State laws. The Contractor agrees to keep for a minimum period of as specified in its Contract with County, a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the County of Los Angeles Department of Mental Health, California Department of Health Care Services, the Medi-Cal Fraud Unit; California Department of Justice, Office of the State Controller, U.S. Department of Health and Human Services, or their duly authorized representatives. The Contractor also agrees that services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Executed at \_\_\_\_\_, California

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Executed at \_\_\_\_\_, California

Financial Summary (Exhibit B)

LE Name: Telecare Corporation  
LE No: 00108

Amendment No.:  
Fiscal Year: 2023-24

Agreement No: MH  
Fin Sum No:

A	B	C	E
Rank	Funded Programs	Medi-Cal Reimbursable <sup>1</sup>	Funded Program Amount (Gross)
Categorically Funded Programs			
1	Family Preservation Program Non-Medi-Cal (Non-MC)	N	-
2	Family Preservation Program Medi-Cal (MC)	Y	-
3	Specialized Foster Care - DCFS MAT Non-MC	N	-
4	Specialized Foster Care Enhanced Mental Health Svcs MC	Y	-
5	Specialized Foster Care MAT MC	Y	-
6	Specialized Foster Care TFC MC	Y	-
7	Specialized Foster Care Wraparound Non-MC	N	-
8	Specialized Foster Care Wraparound Invoice	N	-
9	Specialized Foster Care Wraparound MC	Y	-
10	DCFS Medical Hub Non-MC	N	-
11	DCFS PHF MC	Y	-
12	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N	-
13	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N	-
14	Juvenile Justice Program (STOP) Non-MC	N	-
15	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N	-
16	Juvenile Justice Program (JJCPA - MST) Non-MC	N	-
17	Juvenile Justice Program (JJCPA - MST) MC	Y	-
18	Juvenile Justice Program (JJCPA - New Directions) Non-MC	N	-
19	Juvenile Justice Program (JJCPA - New Directions) MC	Y	-
20	Juvenile Justice Program (COD) Non-MC	N	-
21	Juvenile Day Reporting Center Non-MC	N	-
22	CalWORKs MHS Non-MC	N	-
23	CalWORKs Coordinated Entry System Invoice	N	-
24	GROW Non-MC	N	-
25	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N	-
26	Post-Release Community Supervision-Community Reintegration Prog Invoice	N	-
27	Post-Release Community Supervision-Community Reintegration Prog MC	Y	-
28	DPH Dual Diagnosis Non-MC	N	-
29	DCSS Forensic Center Services Invoice	N	-
30	DHS EPIC Program Non-MC	N	-
31	DHS EPIC Program MC	Y	-
32	Measure H Full Service Partnership Non-MC	N	-
33	Measure H Full Service Partnership Invoice	N	-
34	Measure H Full Service Partnership MC	Y	-
35	Measure H Housing Supportive Services Program Non-MC	N	-
36	Measure H Housing Supportive Services Program Invoice	N	-
37	Measure H Housing Supportive Services Program MC	Y	-
38	Mobile Crisis Outreach Teams (MCOT) Non-MC	N	-
39	Mobile Crisis Outreach Teams (MCOT) Invoice	N	-
40	Mobile Crisis Outreach Teams (MCOT) Startup Fund Invoice	N	-
41	Mobile Crisis Outreach Teams (MCOT) MC	Y	-
42	Field-Based Crisis Services Program - GGT Non-MC	N	-
43	Field-Based Crisis Services Program - GGT Invoice	N	-
44	Field-Based Crisis Services Program - GGT MC	Y	-
Federal/State Revenue			
45	Federal/State Revenue MC	Y	-
Realignment Funded Programs			
46	DMH Mental Health Services Non-MC	N	310,737
47	DMH Mental Health Services Invoice	N	-
48	DMH Mental Health Services Startup Fund Invoice	N	2,485,893
49	DMH Mental Health Services MC	Y	932,210
50	DMH IMD Step Down Non-MC	N	-
51	DMH IMD Step Down Invoice	N	-
52	DMH IMD Step Down MC	Y	-
MHSA Funded Programs			
53	MHSA Full Service Partnership Non-MC	N	-
54	MHSA Full Service Partnership Invoice	N	-
55	MHSA Adult Full Service Partnership Incentives Invoice	N	-
56	MHSA Child Full Service Partnership Incentives Invoice	N	-
57	MHSA Full Service Partnership Startup Fund Invoice	N	-
58	MHSA Full Service Partnership MC	Y	-
59	MHSA Outpatient Care Services Non-MC	N	-
60	MHSA Outpatient Care Services Invoice	N	-
61	MHSA Outpatient Care Services Startup Fund Invoice	N	-
62	MHSA Outpatient Care Services MC	Y	-
63	MHSA Alternative Crisis Services Non-MC	N	-
64	MHSA Alternative Crisis Services Invoice	N	-
65	MHSA Alternative Crisis Services Patch Invoice	N	-
66	MHSA Alternative Crisis Services Startup Fund Invoice	N	-
67	MHSA Alternative Crisis Services MC	Y	-
68	MHSA Housing Supportive Services Program Non-MC	N	-
69	MHSA Housing Supportive Services Program Invoice	N	-
70	MHSA Housing Supportive Services Program MC	Y	-
71	MHSA Linkage Services Invoice	N	-
72	MHSA Planning, Outreach, & Engagement Non-MC	N	-
73	MHSA Prevention & Early Intervention (PEI) Non-MC	N	-
74	MHSA PEI Invoice	N	-
75	MHSA PEI Startup Fund Invoice	N	-
76	MHSA PEI MC	Y	-
Maximum Contract Amount (MCA)			\$ 3,728,840

<sup>1</sup>Medi-Cal reimbursable (Y/N) reflects DMH program guidelines in addition to applicable state and federal regulations.

Financial Summary (Exhibit B)

LE Name: Telecare Corporation  
LE No: 00108

Amendment No.:  
Fiscal Year: 2024-25

Agreement No: MH  
Fin Sum No:

A	B	C	E
Rank	Funded Programs	Medi-Cal Reimbursable <sup>1</sup>	Funded Program Amount (Gross)
Categorically Funded Programs			
1	Family Preservation Program Non-Medi-Cal (Non-MC)	N	-
2	Family Preservation Program Medi-Cal (MC)	Y	-
3	Specialized Foster Care - DCFS MAT Non-MC	N	-
4	Specialized Foster Care Enhanced Mental Health Svcs MC	Y	-
5	Specialized Foster Care MAT MC	Y	-
6	Specialized Foster Care TFC MC	Y	-
7	Specialized Foster Care Wraparound Non-MC	N	-
8	Specialized Foster Care Wraparound Invoice	N	-
9	Specialized Foster Care Wraparound MC	Y	-
10	DCFS Medical Hub Non-MC	N	-
11	DCFS PHF MC	Y	-
12	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N	-
13	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N	-
14	Juvenile Justice Program (STOP) Non-MC	N	-
15	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N	-
16	Juvenile Justice Program (JJCPA - MST) Non-MC	N	-
17	Juvenile Justice Program (JJCPA - MST) MC	Y	-
18	Juvenile Justice Program (JJCPA - New Directions) Non-MC	N	-
19	Juvenile Justice Program (JJCPA - New Directions) MC	Y	-
20	Juvenile Justice Program (COD) Non-MC	N	-
21	Juvenile Day Reporting Center Non-MC	N	-
22	CalWORKs MHS Non-MC	N	-
23	CalWORKs Coordinated Entry System Invoice	N	-
24	GROW Non-MC	N	-
25	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N	-
26	Post-Release Community Supervision-Community Reintegration Prog Invoice	N	-
27	Post-Release Community Supervision-Community Reintegration Prog MC	Y	-
28	DPH Dual Diagnosis Non-MC	N	-
29	DCSS Forensic Center Services Invoice	N	-
30	DHS EPIC Program Non-MC	N	-
31	DHS EPIC Program MC	Y	-
32	Measure H Full Service Partnership Non-MC	N	-
33	Measure H Full Service Partnership Invoice	N	-
34	Measure H Full Service Partnership MC	Y	-
35	Measure H Housing Supportive Services Program Non-MC	N	-
36	Measure H Housing Supportive Services Program Invoice	N	-
37	Measure H Housing Supportive Services Program MC	Y	-
38	Mobile Crisis Outreach Teams (MCOT) Non-MC	N	-
39	Mobile Crisis Outreach Teams (MCOT) Invoice	N	-
40	Mobile Crisis Outreach Teams (MCOT) Startup Fund Invoice	N	-
41	Mobile Crisis Outreach Teams (MCOT) MC	Y	-
42	Field-Based Crisis Services Program - GGT Non-MC	N	-
43	Field-Based Crisis Services Program - GGT Invoice	N	-
44	Field-Based Crisis Services Program - GGT MC	Y	-
Federal/State Revenue			
45	Federal/State Revenue MC	Y	-
Realignment Funded Programs			
46	DMH Mental Health Services Non-MC	N	1,864,420
47	DMH Mental Health Services Invoice	N	-
48	DMH Mental Health Services Startup Fund Invoice	N	-
49	DMH Mental Health Services MC	Y	5,593,260
50	DMH IMD Step Down Non-MC	N	-
51	DMH IMD Step Down Invoice	N	-
52	DMH IMD Step Down MC	Y	-
MHSA Funded Programs			
53	MHSA Full Service Partnership Non-MC	N	-
54	MHSA Full Service Partnership Invoice	N	-
55	MHSA Adult Full Service Partnership Incentives Invoice	N	-
56	MHSA Child Full Service Partnership Incentives Invoice	N	-
57	MHSA Full Service Partnership Startup Fund Invoice	N	-
58	MHSA Full Service Partnership MC	Y	-
59	MHSA Outpatient Care Services Non-MC	N	-
60	MHSA Outpatient Care Services Invoice	N	-
61	MHSA Outpatient Care Services Startup Fund Invoice	N	-
62	MHSA Outpatient Care Services MC	Y	-
63	MHSA Alternative Crisis Services Non-MC	N	-
64	MHSA Alternative Crisis Services Invoice	N	-
65	MHSA Alternative Crisis Services Patch Invoice	N	-
66	MHSA Alternative Crisis Services Startup Fund Invoice	N	-
67	MHSA Alternative Crisis Services MC	Y	-
68	MHSA Housing Supportive Services Program Non-MC	N	-
69	MHSA Housing Supportive Services Program Invoice	N	-
70	MHSA Housing Supportive Services Program MC	Y	-
71	MHSA Linkage Services Invoice	N	-
72	MHSA Planning, Outreach, & Engagement Non-MC	N	-
73	MHSA Prevention & Early Intervention (PEI) Non-MC	N	-
74	MHSA PEI Invoice	N	-
75	MHSA PEI Startup Fund Invoice	N	-
76	MHSA PEI MC	Y	-

Maximum Contract Amount (MCA)

\$ 7,457,680

<sup>1</sup>Medi-Cal reimbursable (Y/N) reflects DMH program guidelines in addition to applicable state and federal regulations.



Financial Summary (Exhibit B)

LE Name: Telecare Corporation  
LE No: 00108

Amendment No.:  
Fiscal Year: 2025-26

Agreement No: MH  
Fin Sum No:

A	B	C	E
Rank	Funded Programs	Medi-Cal Reimbursable <sup>1</sup>	Funded Program Amount (Gross)
Categorically Funded Programs			
1	Family Preservation Program Non-Medi-Cal (Non-MC)	N	-
2	Family Preservation Program Medi-Cal (MC)	Y	-
3	Specialized Foster Care - DCFS MAT Non-MC	N	-
4	Specialized Foster Care Enhanced Mental Health Svcs MC	Y	-
5	Specialized Foster Care MAT MC	Y	-
6	Specialized Foster Care TFC MC	Y	-
7	Specialized Foster Care Wraparound Non-MC	N	-
8	Specialized Foster Care Wraparound Invoice	N	-
9	Specialized Foster Care Wraparound MC	Y	-
10	DCFS Medical Hub Non-MC	N	-
11	DCFS PHF MC	Y	-
12	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Non-MC	N	-
13	Comprehensive SOC Program (SAMHSA, CFDA #93.958) Invoice	N	-
14	Juvenile Justice Program (STOP) Non-MC	N	-
15	Juvenile Justice Program (JJCPA-MHSAT) Non-MC	N	-
16	Juvenile Justice Program (JJCPA - MST) Non-MC	N	-
17	Juvenile Justice Program (JJCPA - MST) MC	Y	-
18	Juvenile Justice Program (JJCPA - New Directions) Non-MC	N	-
19	Juvenile Justice Program (JJCPA - New Directions) MC	Y	-
20	Juvenile Justice Program (COD) Non-MC	N	-
21	Juvenile Day Reporting Center Non-MC	N	-
22	CalWORKs MHS Non-MC	N	-
23	CalWORKs Coordinated Entry System Invoice	N	-
24	GROW Non-MC	N	-
25	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N	-
26	Post-Release Community Supervision-Community Reintegration Prog Invoice	N	-
27	Post-Release Community Supervision-Community Reintegration Prog MC	Y	-
28	DPH Dual Diagnosis Non-MC	N	-
29	DCSS Forensic Center Services Invoice	N	-
30	DHS EPIC Program Non-MC	N	-
31	DHS EPIC Program MC	Y	-
32	Measure H Full Service Partnership Non-MC	N	-
33	Measure H Full Service Partnership Invoice	N	-
34	Measure H Full Service Partnership MC	Y	-
35	Measure H Housing Supportive Services Program Non-MC	N	-
36	Measure H Housing Supportive Services Program Invoice	N	-
37	Measure H Housing Supportive Services Program MC	Y	-
38	Mobile Crisis Outreach Teams (MCOT) Non-MC	N	-
39	Mobile Crisis Outreach Teams (MCOT) Invoice	N	-
40	Mobile Crisis Outreach Teams (MCOT) Startup Fund Invoice	N	-
41	Mobile Crisis Outreach Teams (MCOT) MC	Y	-
42	Field-Based Crisis Services Program - GGT Non-MC	N	-
43	Field-Based Crisis Services Program - GGT Invoice	N	-
44	Field-Based Crisis Services Program - GGT MC	Y	-
Federal/State Revenue			
45	Federal/State Revenue MC	Y	-
Realignment Funded Programs			
46	DMH Mental Health Services Non-MC	N	1,864,420
47	DMH Mental Health Services Invoice	N	-
48	DMH Mental Health Services Startup Fund Invoice	N	-
49	DMH Mental Health Services MC	Y	5,593,260
50	DMH IMD Step Down Non-MC	N	-
51	DMH IMD Step Down Invoice	N	-
52	DMH IMD Step Down MC	Y	-
MHSA Funded Programs			
53	MHSA Full Service Partnership Non-MC	N	-
54	MHSA Full Service Partnership Invoice	N	-
55	MHSA Adult Full Service Partnership Incentives Invoice	N	-
56	MHSA Child Full Service Partnership Incentives Invoice	N	-
57	MHSA Full Service Partnership Startup Fund Invoice	N	-
58	MHSA Full Service Partnership MC	Y	-
59	MHSA Outpatient Care Services Non-MC	N	-
60	MHSA Outpatient Care Services Invoice	N	-
61	MHSA Outpatient Care Services Startup Fund Invoice	N	-
62	MHSA Outpatient Care Services MC	Y	-
63	MHSA Alternative Crisis Services Non-MC	N	-
64	MHSA Alternative Crisis Services Invoice	N	-
65	MHSA Alternative Crisis Services Patch Invoice	N	-
66	MHSA Alternative Crisis Services Startup Fund Invoice	N	-
67	MHSA Alternative Crisis Services MC	Y	-
68	MHSA Housing Supportive Services Program Non-MC	N	-
69	MHSA Housing Supportive Services Program Invoice	N	-
70	MHSA Housing Supportive Services Program MC	Y	-
71	MHSA Linkage Services Invoice	N	-
72	MHSA Planning, Outreach, & Engagement Non-MC	N	-
73	MHSA Prevention & Early Intervention (PEI) Non-MC	N	-
74	MHSA PEI Invoice	N	-
75	MHSA PEI Startup Fund Invoice	N	-
76	MHSA PEI MC	Y	-

Maximum Contract Amount (MCA)

\$ 7,457,680

<sup>1</sup>Medi-Cal reimbursable (Y/N) reflects DMH program guidelines in addition to applicable state and federal regulations.

Contractor Name: Telecare Corporation  
Legal Entity No: 00108

<div>STATEMENT OF WORK (SOW)/ SERVICE EXHIBITS</div> <div>↓</div>	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name	Service Delivery Site / Name
	MLK Jr. Community Hospital BHC 12021 Wilmington Ave., Los Angeles, CA 90059			
	Provider #	Provider #	Provider #	Provider #
	Service Area	Service Area	Service Area	Service Area
	6			
	Supervisory District	Supervisory District	Supervisory District	Supervisory District
	2			
1123 - Psychiatric Health Facility (PHF) Restorative Care Village	X			

**EXHIBIT C  
STATEMENT OF WORK 1123  
AND ATTACHMENTS**

**PSYCHIATRIC HEALTH FACILITY  
(PHF)  
RESTORATIVE CARE VILLAGE**



**STATEMENT OF WORK  
PSYCHIATRIC HEALTH FACILITY  
RESTORATIVE CARE VILLAGE**

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**STATEMENT OF WORK  
PSYCHIATRIC HEALTH FACILITY  
RESTORATIVE CARE VILLAGE**

**1.0 SCOPE OF WORK**

Contractor will provide 24-hour inpatient services in a psychiatric health facility (PHF) for people with mental health disorder designed to provide innovative and comprehensive acute care service in a more home-like environment to Medi-Cal and Non Medi-Cal clients as an alternative to hospital care. This care must include, but not be limited to, the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings.

**1.1 Facility Licensing and Staffing**

1.1.1 Contractor must be licensed by the California Department of Health Care Services (DHCS) as a PHF.

1.1.2 The PHF must be secure and must meet California Code of Regulations (CCR), Title 22, Sections 77061-77067 staffing standards for PHFs and CCR, Title 9, Section 663 staffing standards required for Lanterman-Petris-Short (LPS) designation to provide treatment on an involuntary basis.

1.1.3 The PHF site must consist of two separate facilities on the same campus: one facility comprises 16 adult beds.

1.1.4 Staffing per facility must include:

1.1.4.1 Two Psychiatrists or Clinical Psychologists or Clinical Social Workers or Marriage, Family and Child Counselors;

1.1.4.2 Two Registered Nurses or Licensed Vocational Nurses or Psychiatric Technicians; and

1.1.4.3 Five Mental Health Workers

**1.2 Target Population**

Contractor must provide services to **ALL** Medi-Cal and Non Medi-Cal clients that are referred by the Department of Mental Health (DMH). Contractor acknowledges that DMH will pre-screen clients as clinically appropriate for meeting criteria for medical necessity for acute inpatient psychiatry level of care according to generally accepted standards. The referred clients will meet the following criteria:

1.2.1 Ages 18 years of age and older;

1.2.2 Are experiencing an acute psychiatric episode or crisis; **AND**

1.2.3 Require services either on a voluntary or an involuntary basis.

*Clients in Sub-Sections 1.2.1 through 1.2.3 may also meet the following criteria:*

- 1.2.4 Present or past history of substance use disorder;
- 1.2.5 Past history of legal charges, convictions, arrests, or justice involvement status; and/or
- 1.2.6 The current presence of suicidal ideation in the absence of actual suicidal behavior or intent in the previous week.
  - 1.2.6.1 In the case of disputes between Contractor and DMH regarding whether a Client's degree of suicidal risk is appropriate for admission by Contractor, suicidal risk assessment must be completed by both parties utilizing the Columbia Suicide Severity Rating Scale (C-SSRS) administered by a licensed clinician with current training in the use of the rating scale.
  - 1.2.6.2 In the case of continuing dispute, final determination will be made by the DMH Medical Director.

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

- 2.1 Services must be provided at a licensed PHF facility in a County-owned building, as listed on Exhibit C Statement(s) of Work/Service Exhibit(s) List.
- 2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

## **3.0 QUALITY MANAGEMENT**

- 3.1 Contractor will establish and utilize a comprehensive Quality Management Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County Contract Project Monitor for review. The plan must include, but may not be limited to the following:
  - 3.1.1 Method of monitoring to ensure that Contract requirements are being met
  - 3.1.2 A record of all inspections conducted by the Contractor
    - 3.1.2.1 Any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action must be provided to the County upon request.
- 3.2 Contractor must comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, DHCS policies and procedures, and DMH quality improvement policies and procedures, to establish and maintain a complete and integrated quality improvement system.

3.2.1 In conformance with these provisions, Contractor will establish:

- 3.2.1.1 A utilization review process;
- 3.2.1.2 An interdisciplinary peer review of the quality of patient/client care; and
- 3.2.1.3 Monitoring of medication regimens of clients. Medication monitoring must be conducted in accordance with County policy.

3.2.2 A copy of Contractor's Quality Management Plan must be provided to DMH upon request.

### **3.3 CONCURRENT AUTHORIZATION**

Contractor must read, understand, and comply with California DHCS MHSUDS Information Notice #: 19-026 dated 5/31/2019 and currently exists or as may be updated from time to time.

Contractor must comply with DMH's policies and procedures on authorization of services. Contractor acknowledges that the County is in the process of transitioning from retrospective authorization to concurrent authorization. Contractor must comply with all policies and procedures of providing documentation necessary for DMH to authorize the services. The exchange of HIPAA information between DMH and contract providers must be via IBHIS Provider Connect or other available DMH approved options. Documentation exchanged may include but is not limited to clinical, demographic, administrative, financial eligibility, and/or other information requested by DMH.

### **3.4 CRITERIA TO BE MET FOR PHF DAY AUTHORIZATION:**

3.4.1 A client must meet the following medical necessity criteria for admission to a licensed facility for PHF services:

- a) Have an included diagnosis;
- b) Cannot be safely or more effectively treated at a lower level of care, except that a client who can be safely treated with crisis residential treatment services or psychiatric health facility services for an acute psychiatric episode must be considered to have met this criterion; and
- c) Requires acute psychiatric inpatient services, due to one of the following:
  - 1. Symptoms or behavior due to a mental disorder:
    - Represent a current danger to self or others, or significant

- property destruction.
- Prevent the client from providing for, or utilizing, food, clothing, and shelter.
- Present a severe risk to the client's physical health.
- Represent a recent, significant deterioration in ability to function.

**OR**

2. Require admission for one of the following:

- Further psychiatric evaluation.
- Medication treatment.
- Other treatment that can be reasonably provided only if the client is hospitalized.
- Treatment while hospitalized is likely to be more effective than at a lower level of care.

3.4.2 The medical necessity criteria are applicable regardless of the legal status (voluntary or involuntary) of the client.

3.4.3 Continued stay services in a hospital will be reimbursed when a client experiences one of the following:

- Continued presence of indications that meet the medical necessity criteria;
- Serious adverse reaction to medications, procedures or therapies requiring continued hospitalization;
- More than two readmissions in less than 30 days within the previous 12 month period unless either the person's condition or discharge plan is substantially different for the current admission relative to prior admissions;
- Presence of new indications that meet medical necessity criteria;

**OR**

- Need for continued medical evaluation or treatment that will be more effective if the client remains in the hospital.

**3.5 RETROSPECTIVE AUTHORIZATION REQUIREMENTS FOR PHF DAYS:**

Contractor must read, understand, and comply with California DHCS MHSUDS Information Notice #: 19-026 dated 5/31/2019, and as may be updated from time to time.

3.5.1 Contractor may request retrospective authorization under the following limited circumstances:

- a) Retroactive Medi-Cal eligibility determination;
- b) Inaccuracies in the Medi-Cal Eligibility Data System;

- c) Authorization of services for clients with Other Health Care coverage pending evidence of billing, including dual-eligible client; and/or
- d) Client's failure to identify payer (e.g., for psychiatric inpatient hospital services).

## **4.0 QUALITY ASSURANCE PLAN**

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

### **4.1 Meetings**

4.1.1 Contractor must attend meetings as requested by DMH.

### **4.2 Contract Discrepancy Report (SOW - Attachment II)**

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

DMH will determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of this document, the Contractor is required to respond in writing to DMH within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report must be submitted to DMH within five 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.

### **4.4 Data Collection and Information Exchange**

4.4.1 Contractor will develop measurement and tracking mechanisms to collect and report data. Contractor must track report monthly unless otherwise specified:

- a. Available beds (daily);
- b. The number of clients who were referred to the PHF;
- c. The number of clients not admitted or where more information is requested or pending, thus delaying admission beyond seven days from referral;
- d. The average length of time to respond to referrals to the PHF;
- e. The number of clients who were accepted;
- f. The number of clients discharged; and
- g. The number of clients receiving substance use services.

4.4.2 DMH is transitioning to a bed management system. Contractor must provide bed capacity information in real time or at least on a daily basis to DMH. Contractor acknowledges that DMH utilizes Los Angeles Network for Enhanced Services (LANES) as a Health Information Exchange network and agrees provide admission history and physical, recent psychiatric progress notes as applicable and necessary, psychotropic medication information, and discharge / transfer summary when needed.

4.4.3 Record Keeping: Contractor must keep a record of services that were provided, as well as the dates, agendas, sign-in sheets, and minutes of all staff meetings.

4.5 **Duration / Utilization Review**: DMH will implement utilization review every three days, including implementing a standardized decision support tool, InterQual. Authorization and certification of continued stay will include a review of the client's concrete progress towards their treatment goals, discharge readiness, and timely documentation of such on a monthly basis.

## 5.0 DEFINITIONS

5.1 **Client**: For the purposes of this SOW, a Client is a person experiencing an acute psychiatric episode or crisis that receives PHF services by Contractor as referred by DMH.

5.2 **InterQual**: A standardized decision-making tool used to assist with level of care determinations and utilization review.

5.3 **Lanterman-Petris-Short (LPS) Act**: In California, establishes how an individual may be detained in a locked psychiatric facility if the individual is assessed to be a danger to themselves, a danger to others, or gravely disabled.

5.4 **LPS Hold (Short-Term Holds)**: "5150"s are 72-hour holds for evaluation and assessment and "5250"s are 14-day holds for intensive treatment. Each hold is defined under section 5150 or section 5250 of the Welfare and Institutions Code.

5.5 **Medical Clearance**: For the purposes of this SOW, "Medically Clear" for admission will be defined as clients who meet the criteria in Attachment I. Contractor will work with referring network hospitals to efficiently accept and transfer clients to next levels of care. Any disputes regarding "medical clearance" must be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.

5.6 **Service Delivery Plan (SDP)**: An in-depth report that comprises of multiple forms, known as "schedules", that details how mental health services are being delivered, populations served, and funding expenditures for mental health contracts and other unique service contracts. SDPs are used by DMH as a monitoring tool to ensure that services are delivered effectively and efficiently. Oversight activities include: clinical programmatic monitoring (i.e. to ensure effective mental health services and supports are being delivered); fiscal and budget monitoring; and

administrative monitoring.

- 5.7 Service Function Code** – A code for purposes of determining the number of units of service provided by Contractor hereunder and will be established by DMH.

## **6.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **6.1 Personnel**

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

- 6.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Sub-paragraph 8.1 Amendments.

#### **6.2 Furnished Items**

- 6.2.1 County will provide a secured, physical site as identified on Exhibit C Statement(s) of Work/Service Exhibit(s) List.
- 6.2.2 Obesity or physical disability: For clients requiring specialized equipment such as a bariatric bed or chair, the necessary equipment, as determined by DMH, will be provided at the expense of DMH or at the expense of their insurance. Final disposition of equipment will be reviewed on a case-by-case basis.

### **CONTRACTOR**

#### **6.3 Program Manager**

- 6.3.1 Contractor must provide a full-time Program Manager or designated alternate. DMH must have access to the Program Manager during regular business hours, which are Monday through Friday 8:00 a.m. to 5:00 p.m. Contractor must provide a telephone number and electronic mail (e-mail) address where the Program Manager may be reached on a daily basis.
- 6.3.2 Program Manager must act as a central point of contact with the County.
- 6.3.3 Program Manager or alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Program



Manager/alternate must be able to effectively communicate in English, both orally and in writing.

#### **6.4 Personnel**

- 6.4.1 Contractor must assign a sufficient number of employees to perform the required work per paragraph 1.1.4. At least one employee on site must be authorized to act for Contractor in every detail and must speak and understand English. All other employees must be able to speak and understand English and have access to a language line or similar translation service in order to serve non-English-speaking clients.
- 6.4.2 Contractor must background check their employees as set forth in sub-paragraph 7.5 of the Contract – Background and Security Investigations.

#### **6.5 Identification Badges**

- 6.5.1 Contractor must ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 of the Contract – Contractor's Staff Identification.

#### **6.6 Materials and Equipment**

Except for County-issued items in Attachment III - LAC Lease Agreement, 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 employees.

#### **6.7 Training**

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

#### **6.8 Service Delivery Site(s)/Administrative Office**

- 6.8.1 PHF services must be provided at the facility(s) listed on Exhibit C Statement(s) of Work/ Service Exhibit(s) List and in the Contractor's Service Delivery Plan/Addenda.
- 6.8.1 Contractor must maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of **8:00 a.m. to 5:00 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 must be provided to receive calls and take messages. **The Contractor must answer calls received by the answering service within 1 hour of receipt of the call for emergencies.**

## **7.0 HOURS/DAY OF WORK**

PHF services must be provided 24 hours per day, seven days per week and 365 days per year (24/7/365).

## **8.0 WORK SCHEDULES**

- 8.1 Contractor must submit staff work schedules within five business days of request. Said work schedules must be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules must list the time frames by day of the week, morning, and afternoon the tasks will be performed by staff employed to work at the facility.
- 8.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County Project Manager for review and approval within five working days prior to scheduled time for work.

## **9.0 INTENTIONALLY OMITTED**

## **10.0 SPECIFIC WORK REQUIREMENTS**

Contractor must provide PHF services hereunder as generally described in Welfare and Institutions Code (WIC), Section 4080 et seq.; CCR, Title 22, Section 77000 et seq. and the Short-Doyle / Medi-Cal Organizational Provider's Manual (<https://dmh.lacounty.gov/qa/qama/>):

- Mode 05/Service Function Code 20 Psychiatric Health Facility Services
- PHF services include one or more of the following service components:
  - Assessment
  - Plan Development
  - Therapy
  - Rehabilitation
  - Collateral
  - Crisis Intervention

PHF services are a bundled service and are not claimed by individual staff. The Rendering Provider on the claim for PHF services must be present on the day of service. The Rendering Provider may be the staff writing the daily note (so long as all services described on the note are within scope of practice).

- Services will not be claimable unless there is face-to-face contact between the client and a treatment staff person of the facility on the day of service and the client has been admitted to the program. (CCR §1840.340(a))

Contractor must maintain such standards consistent with Contractor's Contract Package and any Addenda thereto, as approved in writing by DMH, for the term of the Contract.

Contractor must work with referring institutions to efficiently accept and transfer clients to next levels of care as referenced in Attachment I (Medical Clearance Form), including aftercare instructions and appointments.

Contractor acknowledges that patients that are transferred or discharged without adequate medical clearance and follow-up plan for their co-morbid medical conditions may be subject to re-admission.

Any disputes regarding "medical clearance" must be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.

**10.1 PHF SERVICES** must include, but are not limited to:

- 10.1.1 Admission services 24 hours a day/ seven days a week /365 days per year;
- 10.1.2 Maintain a safe and clean-living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding;
- 10.1.3 Three balanced and complete meals each day per client;
- 10.1.4 24-hour supervision of all Clients by properly trained personnel. Such supervision must include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;
- 10.1.5 Assessment and evaluation;
- 10.1.6 Complete history and physical examination immediately before or within 24 hours of admission;
- 10.1.7 Laboratory services when medically indicated;
- 10.1.8 X-Rays;
- 10.1.9 EKGs and EEGs;
- 10.1.10 Medication supervision and/or support services;
- 10.1.11 Psychiatric treatment services, including, but not limited to, history and evaluation within 24 hours of admission and daily patient review;
- 10.1.12 Psychological services;
- 10.1.13 Social work services;

- 10.1.14 Nursing services;
- 10.1.15 Recreational therapy services;
- 10.1.16 Occupational therapy services;
- 10.1.17 Orders for PRN (Per re Nata, or as needed) medication occurring four or fewer times a day;
- 10.1.18 Diabetic care requirements including checking glucose levels and administering insulin up to four times a day;
- 10.1.19 Medical need for supplemental oxygen;
- 10.1.20 Wound care up to twice a day;
- 10.1.21 Recommendation for further treatment, conservatorship, or referral to other existing programs, as appropriate (i.e., day care, outpatient, etc.), relative to patient/client needs;
- 10.1.22 Prior to regular or Against Medical Advice (AMA) discharge of any Client, Contractor must prepare and transmit a written aftercare plan in accordance with California Health and Safety Code Section 1284 and WIC Section 5622. Each aftercare plan must be submitted to DMH at least one day prior to discharge of the Client or one day subsequent to the discharge if it is an AMA discharge; and
- 10.1.23 Maintain daily attendance log for each patient day, as defined by DMH, provided hereunder.

## 10.2 Temporary Client Absences:

- 10.2.1 The purpose and plan of each temporary absence, including, but not limited to, specified dates, must be incorporated in progress notes in the Client's case record. No payment for temporary absence(s) will be claimed or made where the Client is not expected to return to the facility.
- 10.2.2 Contractor may be reimbursed for temporary Client absences from the facility only as allowable in the CR/DC Manual, Chapter I (Introduction). County payment for temporary absences must be therapeutically indicated and approved in writing by DMH.

## 10.3 Notification of Death:

- 10.3.1 Contractor must immediately notify DMH upon becoming aware of the death of any Client receiving services hereunder. Notice must be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice must include the name of the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

- 10.3.2 Contractor must report by telephone all special incidents to DMH and must submit a written special incident report within 72 hours. Special incidents must include but are not limited to: suicide or attempt; absence without leave (AWOL); death or serious injury of Clients; criminal behavior (including arrests, with or without conviction); and any other incident which may result in significant harm to the Client or staff or in significant public or media attention to the program.
- 10.3.3 Contractor must inform DMH of every client admitted to the emergency department and/or inpatient unit on an involuntary hold (5150) and the follow up plan including patient name, patient date of birth, patient phone number, date of admission, and disposition. Provided Contractor has capacity, Contractor must accept all clients who meet the criteria for acute psychiatric hospitalization and will provide a report of clients denied access or referred elsewhere on demand in a timely manner.

#### 10.4 Emergency Medical Care:

- 10.4.1 Clients who are provided services hereunder and who require emergency medical care for physical illness or accident must be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any medical care will not be a charge to nor reimbursable under this Contract.
- 10.4.2 Contractor must have written agreement(s) for emergency and other medical services with one or more general acute care hospitals in accordance with CCR, Title 22, Section 77089.
- 10.4.3 Contractor must establish and post written procedures describing appropriate action to be taken in the event of a medical emergency.
- 10.4.4 Contractor must also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Sections 77129 and 77133. Such plan and procedures must be submitted to DMH upon request.

### 11.0 GREEN INITIATIVES

- 11.1 Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor must notify DMH, upon request, of Contractor’s new green initiatives.

### 12.0 PHF OUTCOMES, PERFORMANCE MEASURES, AND PERFORMANCE-BASED CRITERIA

#### 12.1 PHF Outcomes:

Contractor **MUST** ensure the PHF services are designed to produce the following outcomes for individuals served by Contractor. The following list is not exhaustive and may be subject to change:

- 12.1.1 Reduced utilization of Urgent Care Centers (UCC), hospital psychiatric emergency rooms, inpatient units, and a reduction in incarceration;
- 12.1.2 Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment;
- 12.1.3 Improvement in participation rates in outpatient mental health services, case management services, supportive residential programs and intensive services programs; and
- 12.1.4 Clients' and their family members' (when appropriate) satisfaction with the crisis intervention services received.

## **12.2 Performance Measures**

- 12.2.1 Contractor **MUST** ensure PHF services are aligned with the Performance-based Criteria identified in Table 1 - Performance-Requirements Criteria. These measures assess the Contractor's ability to provide the services as well as the ability to monitor the quality of services.
- 12.2.2 Contractor **MUST** maintain processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels. Should there be a change in federal, State and/or County statutes, policies, rules, and/or regulations, DMH will advise the Contractor of the revised Performance-based Criteria with 30 days' notice.

**Table 1 – Performance Based Criteria:**

<b>Performance Based Criteria</b>	<b>Method of Monitoring</b>	<b>Performance Targets</b>
SOW: Bed Capacity Information: Contractor must provide bed capacity information in real time or at least on a daily basis.	Observation or inspection of reports or bed management system.	Provide daily bed availability information 100% of the time.
SOW: Contractor's Obligation to document and inform DMH of every client admitted to emergency department and or inpatient unit on an involuntary hold and follow-up plan, including patient name, date of birth, patient phone number, date of admission, and disposition.	Observation or inspection of admission records.	100% reporting of admissions to emergency department and or inpatient unit of 5150s on a monthly basis and follow-up plan, including patient name, date of birth, patient phone number, date of admission, and disposition.
SOW: Contractor's obligation to provide written discharge aftercare plan to anticipated follow-up providers at least 24 hours prior to discharge, including appointment time and medication list. This information must also be provided to DMH.	Observation of Chart review and documentation.	Compliance in the documentation of patient chart in 100% of discharges.

## DMH Medical Clearance (All Levels)

### Patient Information

Name: \_\_\_\_\_

DOB: \_\_\_\_\_

SSN: \_\_\_\_\_

### Core Items (within past year unless otherwise noted)

☐ **Medical History & Physical Examination**

☐ Unremarkable

☐ Allergies: \_\_\_\_\_

☐ Positive Findings:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Medicine/Sub-Specialty Consultation & Treatment

☐ **Comprehensive Psychiatric Evaluation**

☐ DSM-V Diagnosis:

\_\_\_\_\_

☐ **Active Medical & Psychiatric Medication List**

☐ Medication Compliant

☐ **Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**

☐ Unremarkable

☐ Positive Findings:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Medicine/Sub-Specialty Consultation & Treatment

☐ **RPR-VDRL (if applicable)**

☐ Negative

☐ Positive

☐ Medicine/Sub-Specialty Consultation & Treatment

☐ **Pregnancy Test (if applicable)**

☐ Negative



- ☐ Positive
  - ☐ OB/GYN Consultation
- ☐ **PPD / Chest X-Ray / QuatiFERON-TB Gold (within 30 days)**
  - ☐ Negative
  - ☐ Positive
    - ☐ Medicine/Sub-Specialty Consultation & Treatment
- ☐ **COVID-19 (within 1 week)**
  - ☐ **Vaccinated**
  - ☐ Negative
  - ☐ Positive
    - ☐ Medicine/Sub-Specialty Consultation & Treatment
- ☐ **Forensic History Reviewed**
  - ☐ On Probation
  - ☐ On Parole
  - ☐ Registered Sex Offender
  - ☐ Registered Arsonist
- ☐ **Voluntary**
- ☐ **Lanterman Petris Short (LPS) Act**
  - ☐ Not applicable
  - ☐ LPS Application or LPS Letters
- ☐ **High Elopement Risk**
- ☐ **Assaultive Behavior Risk**

**Additional Items (if applicable)**

- ☐ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ☐ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
- ☐ **One (1) Administrative Inpatient Day of Psychiatry Progress Notes**
  - ☐ **Medication Administration Record (MAR) with PRNs**
    - ☐ No IM PRNs administered in past 5 days
    - ☐ Medication Compliant
  - ☐ **Seclusion & Restraint Record**
    - ☐ No seclusion or restraints applied in past 5 days
- ☐ **Physician's Report Completed**

**Comments:**

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**Referring Psychiatrist / Medical Provider Information**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**Physician / Medical Provider Information (if applicable)**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**CONTRACT DISCREPANCY REPORT****TO:****FROM:****DATES:**      **Prepared:** \_\_\_\_\_**Returned by Contractor** \_\_\_\_\_**Action Completed** \_\_\_\_\_**DISCREPANCY / ISSUE:** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Signature of County Representative\_\_\_\_\_  
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date**COUNTY ACTIONS:** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## CONTRACTOR'S EEO CERTIFICATION

Telecare Corporation

Contractor Name

1080 Marina Valley Parkway, Suite 100, Alameda, CA 94501

Address

94-1735271

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

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

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### DIRECTOR OF MENTAL HEALTH:

Name: Lisa H. Wong, Psy.D.

Title: Director

Address: 510 S. Vermont Avenue, 22<sup>nd</sup> Floor

Los Angeles, CA, 90020

Telephone: (213) 947-6670

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

### COUNTY MONITORING MANAGER:

Name: Terri Boykins, LCSW

Title: Deputy Director

Address: 510 S. Vermont Avenue, 15<sup>th</sup> Floor

Los Angeles, CA, 90020

Telephone: (213) 943-8890 Facsimile: \_\_\_\_\_

E-Mail Address: [TBoykins@dmh.lacounty.gov](mailto:TBoykins@dmh.lacounty.gov)

### CONTRACT LEAD:

Name: Dr. Amanda Ruiz

Title: Supervising Mental Health Psychiatrist

Address: 510 S. Vermont Avenue, 20<sup>th</sup> Floor

Los Angeles, CA, 90020

Telephone: (213) 943-8745 Facsimile: \_\_\_\_\_

E-Mail Address: [AmaRuiz@dmh.lacounty.gov](mailto:AmaRuiz@dmh.lacounty.gov)

### COUNTY CONTRACT ADMINISTRATOR

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** Telecare Corporation

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S CONTRACT MANAGER:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR: Telecare Corporation

Contract No.: MH

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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 Telecare Corporation

Contract No.: MH

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name Telecare Corporation 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: \_\_\_\_\_

Title 2 ADMINISTRATION  
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**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

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**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names







## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

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## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

## DEFINITIONS

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

1. **ACA:** Patient Protection and Affordable Care Act, Public Law 111–148, comprehensive health care reform passed by Congress and then signed into law by the President on March 23, 2010.
2. **Agents:** Third parties or organizations that contract with the Trading Partner to perform designated services in order to facilitate the electronic transfer of data. Examples of Agents include, claims clearinghouses, vendors, and billing services.
3. **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
4. **Cal MediConnect:** Centers for Medicare & Medicaid Services (CMS) and the State of California's three-year demonstration project to promote coordinated health care delivery to seniors and people with disabilities who are dually eligible for both of the State Medi-Cal program and the federal Medicare program.
5. **CalWORKs:** California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both federal and State funds.
6. **Cash Flow Advance:** County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor's rendering and billing of eligible services/activities.
7. **CCR:** California Code of Regulations.
8. **CDSS:** California Department of Social Services.
9. **CGF:** County General Funds.
10. **Confidential Information:** Information relating to specific Individuals which is exchanged by and between DMH, the Trading Partner, and/or the Agents for various business purposes, but which is protected from disclosure to unauthorized persons or entities by Welfare and Institutions Code section 5328, The Privacy Act of 1974, The Administrative Simplification Provisions of the federal Health Insurance Portability and Accountability Act and regulations promulgated there under (HIPAA). The Insurance Information and Privacy Protections Act, or other applicable state and federal statutes and regulations, which shall hereinafter be collectively referred to as "Privacy Statutes and Regulations".



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

24. **Data Log:** A complete written summary of Data and Data Transmissions exchanged between the Parties over the period of time this Agreement is in effect and, including, without limitation, sender and receiver information, the date and time of transmission and the general nature of the transmission.
25. **Data Transmission:** The automated transfer or exchange of data between Trading Partners or their agents, by means of their Systems which are compatible for that purpose, pursuant to the terms and conditions set forth in this Contract.
26. **Data Universal Numbering System (DUNS):** A unique nine-digit identification number assigned by Dun & Bradstreet (D&B) to a Trading Partner or Agent for the purpose of identifying a business entity. The DUNS can be requested at: <http://fedgov.dnb.com/webform>.
27. **Day(s):** Calendar day(s) unless otherwise specified.
28. **DHCS:** California Department of Health Care Services.
29. **Digital Key Certificate:** Software that resides on Trading Partner's workstation or server assigned to the Trading Partner by DMH for the purpose of successfully executing Data Transmissions or otherwise carrying out the express terms of this Agreement.
30. **Director:** County's Director of Mental Health or his authorized designee who serves as the chief executive officer of all mental health programs and has general supervision over all such mental health services and programs.
31. **DMH:** County's Department of Mental Health which is the Mental Health Plan for the County.
32. **DPSS:** County's Department of Public Social Services.
33. **Electronic Data Interchange (EDI):** The automated exchange of business data from application to application in an ANSI approved or other mutually agreed format.
34. **Electronic Remittance Advice (ERA):** A transaction containing information pertaining to the disposition of a specific claim field with DMH by Providers for payment of services rendered to an Individual.
35. **EOB:** "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.
36. **Envelope:** A control structure in a mutually agreed format for the electronic

interchange of one or more encoded Data Transmissions either sent or received by the Parties to this Contract.

37. **EPSDT:** 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.
38. **FFP:** Federal Financial Participation for Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.
39. **Fiscal Intermediary:** DMH acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities.
40. **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30<sup>th</sup>.
41. **Funded Program:** A set of services paid through a particular funding source for the benefit of a specific beneficiary (e.g., Medi-Cal/Healthy Families or Non-Medi-Cal/Non-Healthy Families). The Funded Program Amount is the basis for the provisional payment to the Contractor per Paragraph E of the Financial Exhibit A of the LAC-DMH LE Contract. A Funded Program is made up of one or more Subprograms.
42. **Gross Program Budget:** The sum total of the Net Program Budget and all Third Party Revenues shown in the Financial Summary.
43. **GROW:** General Relief Opportunities for Work.
44. **HITECH:** The Health Information Technology for Economic and Clinical Health Act. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.
45. **HIPAA:** Health Insurance and Portability Act. HIPAA Privacy Rule provides federal protections for personal health information held by covered entities (or a Business Associate of a Covered Entity) and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important purposes.
46. **Individual:** An individual person(s) whose claims for payment of services may be eligible to be paid, under the terms of the applicable federal, state or local governmental program for which DMH processes or administers claims. It is acknowledged and agreed between the Parties that claim payments for purposes

of this Agreement will be made directly to Providers on behalf of such Individuals.

47. **Institutions for Mental Disease (IMD):** Includes hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services.
48. **Individual:** An individual person(s) whose claims for payment of services may be eligible to be paid, under the terms of the applicable federal, state or local governmental program for which DMH processes or administers claims. It is acknowledged and agreed between the Parties that claim payments for purposes of this Agreement will be made directly to Providers on behalf of such Individuals;
49. **Legal Entity:** A provider of mental health services as is described in Title 9 CCR section 1840.100.
50. **Lost or Indecipherable Transmission:** A Data Transmission which is never received by or cannot be processed to completion by the receiving Party in the format or composition received because it is garbled or incomplete, regardless of how or why the message was rendered garbled or incomplete.
51. **Master Agreement List:** A list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), and have met the minimum qualifications listed in the RFSQ, and who have an executed Master Agreement.
52. **Maximum Contract Amount:** The sum total of all Allocations shown in the Financial Summary, except that the Maximum Contract Amount shall not include Third Party Revenue shown in the Financial Summary.
53. **Medicaid Expansion under ACA in California:** Expansion of Medi-Cal eligibility to additional low-income adults.
54. **Mental Health Services Act (MHSA):** The initiative originally adopted by the California electorate on November 2, 2004, and as subsequently amended, which creates a new permanent revenue source, administered by the State, for the transformation and expanded delivery of mental health services provided by State and DMH agencies and which requires the development of integrated plans for prevention, innovation, and system of care services.
55. **MHRC:** Mental Health Rehabilitation Centers certified by the DHCS.

56. **Organizational Provider's Manual:** The Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services.
57. **PATH:** Projects for Assistance in Transition from Homelessness Federal grant funds.
58. **Payee National Provider Identifier (NPI):** The National Provider Identifier that is specific to the Legal Entity, FFS Group, or FFS Organization. Solo practitioners will enter their individual NPI number in this field.
59. **Payor:** A business organization that provides benefit payments on behalf of Covered Individuals eligible for payment for certain services to Covered Individuals.
60. **PHF:** A Psychiatric Health Facility is a health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons; such care includes the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings.
61. **PHI:** Protected Health Information. PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
62. **PII:** Personally Identifiable Information. Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code (U.S.C.) §6801 et seq.)
63. **Provider:** Hospitals, clinics or persons duly licensed or certified to provide mental health services to Covered Individuals of Los Angeles County.
64. **Request for Services (RFS):** Solicitation process to Contractors on pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed.
65. **Request for Statement of Qualifications (RFSQ):** Solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement;

- 66. **SAMHSA:** Substance Abuse and Mental Health Services Administration Federal block grant funds.
- 67. **Secure Identification Cards:** The cards assigned to the Trading Partner or Agent by DMH for allowing the Trading Partner to transfer files electronically to DMH.
- 68. **Sensitive Position:** Per Resolution of the Board of Supervisors of the County, any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of the County or perform those services pursuant to contract.
- 69. **Service Delivery Plan (SDP):** A document that the DMH requires a service provider to submit when requesting a contract renewal, or a contract award under a solicitation, or a mid-year change to a current contract. Formerly known as Negotiation Package.
- 70. **Service Exhibit (SE):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 71. **SDMH:** State Department of Mental Health – Assembly Bill 102, signed by Governor Brown on June 28, 2011, directs the transfer of Medi-Cal related mental health services to DHCS therefor any reference to SDMH in Contract should mean DHCS; unless otherwise specifically stated to mean SDMH.
- 72. **SFC:** Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity.
- 73. **SNF-STP:** Skilled Nursing Facility licensed by the DHCS, with an added Special Treatment Program certified by the California Department of Public Health.
- 74. **Source Documents:** Documents containing Data which is or may be required as part of Data Transmission with respect to a claim for payment for mental health services rendered to an eligible Individual. Examples of Data contained within a specific Source Document include, without limitation, the following: Individual's name and identification number, claim number, diagnosis code for the service rendered, dates of service, procedure code, applicable charges, the Provider's name and/or provider number.
- 75. **State:** The State of California.
- 76. **Statement of Qualifications (SOQ):** Contractor's response to an RFSQ

- 77. **Statement of Work (SOW):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 78. **Subcontract:** A contract by the contractor to employ a subcontractor to provide services. Subcontracting is not allowed under this Contract.
- 79. **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials, to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written contract. Subcontractors may not be used to perform any services provided under this Contract.
- 80. **Submitter ID Number:** A unique number assigned by DMH to the Trading Partner or Agent for the purpose of identifying the Trading Partner for Data Transmissions.
- 81. **Subprogram:** A set of services for a specific purpose. The Subprogram Amounts are allocated and/or awarded based on Contractors' areas of expertise and their ability to provide specific services and/or serve specific populations. The Subprogram Amounts will be used to monitor the provision of mental health services within the Funded Program and will not be used at cost settlement.
- 82. **System:** The equipment and software necessary for a successful electronic Data Transmission.
- 83. **Title IV:** Title IV of the Social Security Act, 42 United States Code Section 601et seq.
- 84. **Title XIX:** Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.
- 85. **Title XXI:** Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.
- 86. **Trading Partner:** A Provider who has entered into this Agreement with DMH in order to satisfy all or part of its obligations under a Legal Entity Agreement or Network Provider Agreement by means of EDI.
- 87. **UMDAP:** DHCS's Uniform Method of Determining Ability to Pay.
- 88. **WIC:** The California Welfare and Institutions Code.

### ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with Paragraph 9.11 of the 24 Hour Residential Treatment Contract (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 a federally funded health care program.

I further certify as the official responsible for the administration of Telecare Corporation (hereafter "Contractor") that none of its officers, employees, agents and/or subcontractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or subcontractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or subcontractors otherwise likely to be found by a federal or State agency to be ineligible to provide goods or services under a federally funded health care program.

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

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

Name of authorized official (Official Name) \_\_\_\_\_  
Please print name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_



## REQUIRED SUPPLEMENTAL DOCUMENTS

In accordance with the Contract, the Contractor must submit via email required supplemental documents within certain timelines, as instructed below, to the Contract Administrator listed in Exhibit E (County's Administration).

### INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

**For Renewed Contracts:** Contractor is required to submit via email the specified documents listed below upon first execution of the Contract, and thereafter, only if updates or revisions have been made to such documents since the last submission. Updates or revisions must be submitted via email within 10 business days to the Contract Administrator listed in Exhibit E (County's Administration). If Contractor does not submit the documents within the time period described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be sent via email to the Contract Administrator listed in Exhibit E (County's Administration).

**For Amended Contracts:** With the exception of the Financial Statements, Published Charges, and Indirect Cost Allocation Plan, the documents listed below must be resubmitted *if and when updates or revisions are made to such documents* at any point during the term of the Contract. However, the following documents must be submitted *annually* during the term of the Contract, *and further resubmitted at any point that updates or revisions are made to such documents*: Financial Statements, Indemnification and Insurance, Published Charges, Indirect Cost Allocation Plan, and Information Security Exhibits. If Contractor does not submit any documents within the time periods described above, Contractor must provide a good cause justification, in writing, for not doing so. The written justification must be sent via email to the Contract Administrator listed in Exhibit E (County's Administration).

#### 1. Corporation Documents

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

2. **Organizational Chart** – Current/proposed organizational chart that shows all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.
3. **Financial Statements** – Current financial statements, as required by DMH's Policy No. 813.04 (Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health). This DMH Policy can be accessed in its entirety at the following website:  
<https://secure2.compliancebridge.com/lacdmh/public/index.php?fuseaction=print.preview&docID=2365>
4. **Published Charges** – “Published Charges” are the usual and customary charges prevalent in the public mental health sector that is used to bill the general public, insurers, or other non-Medi-Cal payors. Contractor shall have, for each specialty mental health service it provides, a published charge, which it will establish and/or update at least annually, with the understanding that such published charge may act as a limitation on its allowable payment under this Contract.
5. **Indirect Cost Allocation Plan** - To the extent an indirect cost rate is charged, a copy of Contractor's indirect cost allocation plan is required to be submitted to DMH for review and approval.
6. **Subcontracts List** – List of all subcontractors. Contractors must have *prior written approval* from DMH in order to enter a particular subcontract.

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

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

In accordance with Exhibit U (Attestation Regarding Information Security Requirements), it is the responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/contract-exhibits> annually and upon notification by DMH of updated Information Security Exhibits to complete, or update, the forms listed below.

11. **Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)** – Contractor must access the link above, sign the exhibit, and submit to DMH.
12. **Exhibit Q - Information Security and Privacy Requirements for Contracts** – Contractor must access the link above for updated information annually.
13. **Exhibit R - DMH Contractor's Compliance with Information Security Requirements** – Contractor must access the link above, complete the exhibit in its entirety, sign and submit annually to DMH.
14. **Exhibit S - Confidentiality Oath for Non-DMH Workforce Members** – Contractor must access the link above, sign the exhibit and submit annually to DMH.
15. **Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE)** – Contractor must access the link above, sign the exhibit and submit annually to DMH.

Contractor shall access the link above, sign, and submit Information Security Exhibits requiring signatures to the Contract Administrator listed in Exhibit E (County's Administration) via email.

## PERFORMANCE STANDARDS AND OUTCOME MEASURES

CONTRACTOR: Telecare Corporation

Legal Entity Number: 00108

Pursuant to the 24 Hour Residential Treatment Services Contract, Paragraph 8.15 COUNTY'S QUALITY ASSURANCE PLAN, Contractor shall be subject to the following standards and outcomes which will be used by County as part of the determination of the effectiveness of services delivered by Contractor. Also, as stated in the 24 Hour Residential Treatment Services Contract, Paragraph 3.0, Contractor may be subject to other specific performance outcomes that are required for Mental Health Service Act (MHSA) programs. MHSA performance outcomes are provided in the respective MHSA service exhibits that are part of the 24 Hour Residential Treatment Services Contract, as applicable.

Line ID	Outcomes Domains	Performance Standards	Method of Data Collection
1		State mandated (California Welfare and Institutions Code (WIC) §§ 5612 and 5613)	California Consumer's Perception Survey - MHSIP <sup>1</sup> , YSS <sup>2</sup> and YSS-F <sup>3</sup> survey instruments.
2	Access to Services	Client received continuity of care by being seen within five business days of discharge from an acute psychiatric hospital.	County DMH's claims processing information system data repository.
3		Clients were able to receive services at convenient times and locations.	MHSIP, YSS and YSS - F survey instruments.
4		Clients and other providers have access to up-to-date provider and practitioner information in order to best support access-to-care. 95% of information is up-to-date within a 30 day period except information that must be updated immediately (e.g., when a provider is no longer available).	Network Adequacy Provider and Practitioner Application (NAPPA)
5		Clients requesting an initial appointment are offered appointments to be seen within 10 business days of request.	Service Request Log (SRL), Service Request Tracking System (SRTS), Claims Data
6		Child/youth and families report that they had someone to talk to when they were troubled.	YSS and YSS-F survey instruments.
7	Client Satisfaction	Clients reported that staff were sensitive to the client's cultural/ethnic background.	MHSIP, YSS and YSS-F surveys.
8	Clinical Effectiveness	Families of child/youth and child/youth get along better with family members.	YSS and YSS-F surveys instruments.
9		Families of child/youth and child/youth in a crisis, have the support they need from family or friends.	YSS and YSS-F survey instruments.
10		Families report child/youth are doing better in school and/or work.	YSS-F survey
11		Transitional Age Youth are doing better in school and/or work.	YSS survey
12		Adult/older adult clients are doing better in school and/or work.	MHSIP survey
13		Adult/older adult clients report they deal more effectively with daily problems and/or report that their symptoms are not bothering them as much.	MHSIP, YSS and YSS-F survey

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

<sup>2</sup> YSS - Youth Services Survey for Youth.

<sup>3</sup> YSS-F - Youth Services Survey for Families.



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

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

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

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

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

Therefore, the parties agree as follows:

**1. DEFINITIONS**

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

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

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

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

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

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

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



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

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

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

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

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

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

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

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

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

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

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

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

**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

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

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

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

- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

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

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

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

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

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

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

10.3 Business Associate must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the requirements stated in this Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate must attest that it has implemented Exhibit Q Information Security and Privacy Requirements for Contracts. The completed Exhibit R, "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 Exhibit R “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 Exhibit S, “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 shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

## **12. MITIGATION OF HARMFUL EFFECTS**

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

## **13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the

Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

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

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

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

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

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

Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

**14. INDEMNIFICATION**

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

**15. OBLIGATIONS OF COVERED ENTITY**

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

**16. TERM**

- 16.1 The term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 17 shall 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 shall return or, if agreed to by Covered entity, shall 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 shall retain no copies of the Protected Health Information.

17.2 Destruction for purposes of Section 17.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

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 shall return or destroy all other Protected Health Information.

17.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the

purposes for which such Protected Health Information was retained.

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

17.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 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 shall 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 shall 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, shall not constitute acceptance of such

practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 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 shall 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 shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 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.

- [illegible]

**BUSINESS ASSOCIATE**

By

\_\_\_\_\_  
Authorized Signatory Name

\_\_\_\_\_  
Authorized Signatory Title

\_\_\_\_\_  
Authorized Signatory Signature

\_\_\_\_\_  
Date

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## CHARITABLE CONTRIBUTIONS CERTIFICATION

Telecare Corporation

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Company Name

1080 Marina Valley Parkway, Suite 100, Alameda, CA 94501

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Address

94-1735271

---

Internal Revenue Service Employer Identification Number

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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.

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Signature

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Date

---

Name and Title of Signer (please print)



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

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

### Part 1. Applicant/Vendor Information

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

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

☐ If Non-Profit Organization, Please check this Box

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

☐ NO (If No, please sign below) ☐ YES (If yes, please completed A, B, C, D and sign below)

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

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

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

☐ No ☐ Yes (If yes, please complete below)

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

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

Name	FEIN/SSN	DOB	Position Title

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

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

Name	Other Provider Name	FEIN/SSN	DOB	% Interest

### Provider Statement

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


\_\_\_\_\_  
Signature of Provider/Authorized Representative/Agent  
(Stamped signatures NOT accepted)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

<div style="border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Print Name</div>	<div style="border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: 0.8em;">Telephone Number</div>
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Page 1 of 2

	<b>ADDENDUM</b>  <b>Los Angeles County Department of Mental Health</b>  <b>OWNERSHIP/CONTROLLING INTEREST DISCLOSURE</b>																																												
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_____ Signature of Provider/Authorized Representative/Agent (Stamped signatures NOT accepted)	_____ Title	_____ Date
_____ Print Name	_____ Telephone Number	

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## **INFORMATION SECURITY AND PRIVACY REQUIREMENTS FOR CONTRACTS**

The County of Los Angeles ("County") is committed to safeguarding the Integrity of County Systems, Data, and Information, and to protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable State or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

### **1. DEFINITIONS**

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Exhibit.

- a. Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. County Information:** all Data and Information belonging to the County.
- d. Data:** a subset of Information comprised of qualitative or quantitative values.
- e. Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event, less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

**b. Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to, Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall include performing ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event, less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under the Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the



County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

#### **4. CONTRACTOR'S USE OF COUNTY INFORMATION**

The Contractor may use County Information only as necessary to carry out its obligations under the Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, State, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any State and federal law governing the protection of personal Information, (ii) any State and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

#### **5. SHARING COUNTY INFORMATION AND DATA**

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

#### **6. CONFIDENTIALITY**

- a. Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally or marked as "confidential".
- b. Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under the Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's Contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's Contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County non-public information ("NPI"), including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors' Policy 6.104 – Information Classification Policy as NPI.

The Contractor must not disclose or publish any County NPI and/or material received or used in performance of the Contract. This obligation is perpetual.

- d. Individual Requests.** The Contractor must acknowledge any request or instruction from the County regarding the exercise of any individual's privacy rights provided under applicable federal or State laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 below, SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## **7. CONTRACTOR EMPLOYEES**

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit and as set forth in the Contract, and shall require all employees, agents, and volunteers to sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a. Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b. Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c. Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d. Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e. Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

- f. Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b above, Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## **8. SUBCONTRACTORS AND THIRD PARTIES**

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under the Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## **9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION**

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide

provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## **10. RETURN OR DESTRUCTION OF COUNTY INFORMATION**

The Contractor must return or destroy County Information in the manner prescribed in this Section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this Section.

- a. Return or Destruction.** Upon County's written request, or upon expiration or termination of the Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of the Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated

County contract manager within 10 days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 below, SECURITY AND PRIVACY INCIDENTS; (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9, STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## **13. ACCESS CONTROL**

Subject to, and without limiting the requirements under Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County

Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 below, SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within 24 hours of

detection of the Incident. All notifications must be submitted via encrypted email and telephone.

**Chief Information Security Officer:**

Jeffrey Aguilar  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Phone: (213) 253-5659

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Phone: (213) 351-5363

**County Chief Information Security Officer and Chief Privacy Officer email:**  
CISO-CPO\_Notify@lacounty.gov

**DMH Departmental Information Security Officer:**

Departmental Information Security Officer  
510 S. Vermont Avenue, 16<sup>th</sup> Floor  
Los Angeles, CA 90020  
Phone: (213) 947-6591

**DMH Departmental Information Security Officer email:**  
InformationSecurity@dmh.lacounty.gov

- b. Include the following Information in all notices:
- (i) The date and time of discovery of the Incident;
  - (ii) The approximate date and time of the Incident;
  - (iii) A description of the type of County Information involved in the reported Incident;
  - (iv) A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified; and
  - (v) The name and contact information for the organization's official representative(s), with relevant business and technical information relating to the Incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help

determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

- f. Allow the County, or its third-party designee at the County's election, to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, reviews of documentation, or technical inspections of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in the Contract and/or this Exhibit, the Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 above, CONFIDENTIALITY, will constitute a material breach of the Contract and be grounds for immediate termination of the Contract in the exclusive discretion of the County.

## **16. AUDIT AND INSPECTION**

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon audit completion, at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information



systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request, the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor will bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights under the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. CYBER LIABILITY INSURANCE**

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$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; and Data/Information loss and business interruption; 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, must 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.

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and State laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of the Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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 County will be entitled 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.

## **19. CERTIFICATION**

Within 10 business days of the receipt of this document, Contractor must complete and provide to County the Exhibit R "DMH Contractor's Compliance with Information Security Requirements" questionnaire (for itself and on behalf of its subcontractors) certifying that will be compliant with Los Angeles County Board of Supervisors' Policies and attest that it has implemented adequate controls to meet the expected Information Security minimum standard set forth above, at the commencement and during the term of the Contract.

In addition, Contractor must be prepared to provide supporting evidence upon request to validate its compliance. Failure on the part of the Contractor to comply with any of the provisions of this Exhibit, "Information Security and Privacy Requirements for Contracts" will constitute a material breach of this arrangement upon which the County may terminate or suspend the Contract.

## **20. REPORTING REQUIREMENTS FOR SIGNIFICANT CHANGES**

During the term of the Contract, Contractor must notify the County within 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. Depending on the change(s), Contractor may be asked to re-submit Exhibit R, "DMH Contractor's Compliance with Information Security Requirements".

## **21. MAINTAINING COMPLIANCE**

Contractor must provide updates about its information security practices **annually** by completing Exhibit R "DMH Contractor's Compliance with Information Security Requirements" questionnaire. By submitting, Contractor certifies that its implemented controls will continue to be in compliance with Los Angeles County Board of Supervisors' Policies, and the expected minimum standard set forth above during the term of any arrangement that may be awarded pursuant to this agreement. The completed forms must be returned to DMH Information Security Officer (DISO) within 10 business days of receipt and must be approved for continuous business with the County.

## ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in the Contract, including payment of the license fees to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of the Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated therein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, the Contractor must immediately and within 24 hours, implement the Contractor's Business Continuity Plan, consistent with Section 12 of Exhibit Q, OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 of Exhibit Q, PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor must include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor must create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of the Contract, the Contractor must promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within 30 days update or provide the new version to the County. The Contractor must provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor must not delete or disable a feature or functionality of the SaaS unless the Contractor provides 60 days' advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County will have the sole discretion whether to accept such replacement. The replacement will be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. Location of County Information:** The Contractor warrants and represents that it will store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. Annual Data Center Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings must be shared with County's Chief Information Security Officer within 10 business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under the Contract, the Contractor must notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least 30 days prior to engaging the Subcontractor, and obtain written consent of the County's Contract Administrator.
- g. Information Import Requirements at Termination:** Within one day of notification of termination of the Contract, the Contractor must provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. Termination Assistance Services:** During the 90 day period prior to, and/or following the expiration or termination of the Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
- (i) Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
  - (ii) Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
  - (iii) Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
  - (iv) Such other activities upon which the Parties may reasonably agree.

## ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in the Contract, the Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under the Contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under the Contract. The Contractor must be able to provide such management records to the County at inception of the Contract and upon request thereafter.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under the Contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under the Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of the Contract, the Contractor must document its access control plan for Systems or Hardware covered under the Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within 90 days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within 90 days, the Contractor must provide a Risk assessment to the County's CISO.
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the DISO who will consult with the CISO. The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of the Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under the Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's CISO.
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the DISO who will consult with the County's CISO to ensure provided hardware is free and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

## ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor must manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under the Contract, (hereinafter referred to as “County Source Code”) must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the Contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.



## DMH CONTRACTOR'S COMPLIANCE WITH INFORMATION SECURITY REQUIREMENTS

Contractor Agency Name: \_\_\_\_\_

Contractor shall provide information about its information security practices by completing this Exhibit **annually**. By submitting this Exhibit, Contractor certifies that they will be compliant with Los Angeles County Board of Supervisors Policies and attest that it has implemented adequate controls to meet the following expected Information Security minimum standards, at the commencement and during the term of any awarded Contract. Contractor must be prepared to provide supporting evidence upon request. The completed forms must be returned to the DMH Information Security Officer (DISO) for approval within 10 business days from receipt. Any significant changes during the term of the Contract must be reported within 10 business days of implementation. Depending on the change(s), Contractor may be asked to re-submit this Exhibit.

### COMPLIANCE QUESTIONS

	YES	NO	N/A	DOCUMENTATION AVAILABLE	
	YES	NO	N/A	YES	NO
1 Will County's non-public data stored on your workstation(s) be encrypted? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Will County non-public data stored on your laptop(s) be encrypted? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Will County's non-public data stored on removable media be encrypted? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Will County non-public data be encrypted when transported? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Will any validation/attestation reports generated by the encryption tools be maintained? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Will County's non-public data be stored on remote servers*? *Cloud storage, Software-as-a-Service or SaaS <i>Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Will all users with access to County's non-public data participate in an annual information security awareness training? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 Will County's non-public data residing on endpoints be protected by an up-to-date antivirus and/or anti-malware software? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



	YES	NO	N/A		YES	NO
9 Will all endpoints accessing and/or storing County's non-public data be physically secured? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
10 Will all security incidents involving County's data be promptly reported? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
11 Will all users' access be formally authorized, and users provided with unique logon IDs & complex passwords for accessing County data? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
12 Will all users' activities be monitored to ensure they are accessing the minimum information necessary to perform their assignments? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
13 Will users' access be modified once their role no longer justifies such access, and/or promptly suspended upon discharge or termination? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
14 Will all endpoints accessing and/or storing County's non-public data be regularly patched and updated for known vulnerabilities? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
15 Will all endpoints accessing and/or storing County's non-public data be rendered unreadable and/or unrecoverable, prior to disposition? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
16 Will annual inspections and risk assessments be conducted on systems involving County data and will identified weaknesses and vulnerabilities be promptly mitigated or remediated? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
17 Does the entity have policies and procedures to ensure continuity and availability of critical business processes during emergencies or disasters and ability to restore/recover data from ransomware attacks? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
18 Upon expiration or termination of the contractual agreement with the County, will Contractor return or destroy County's non-public data? <i>If "NO" or N/A, please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Authorized Signatory Name (Print)

Authorized Signatory Official Title

Authorized Signatory Signature

Date



**COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
CHIEF INFORMATION OFFICE BUREAU  
CONFIDENTIALITY OATH  
Non-DMH Workforce Members**

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

**ANNUAL**

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

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

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

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

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

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

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

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

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

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

**User's Name:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Print
Signature
Date

**Provider Name:** \_\_\_\_\_ / **Provider #:** \_\_\_\_\_ / **Phone #:** (    ) \_\_\_\_\_

**Address:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
   **City**                 **Zip Code**          **Service Area**



LOS ANGELES COUNTY  
**DEPARTMENT OF  
MENTAL HEALTH**  
hope. recovery. wellbeing.

**CHIEF INFORMATION OFFICE BUREAU**

**ELECTRONIC DATA TRANSMISSION  
TRADING PARTNER EXHIBIT (TPE)**

This Trading Partner Exhibit ('TPE') is made and entered by and between the Network Provider named \_\_\_\_\_ ("Trading Partner"), whose Network Provider number is \_\_\_\_\_ and the County of Los Angeles – Department of Mental Health ("DMH").

DMH and the Trading Partner will exchange information and data electronically in connection with certain healthcare transactions and the Trading Partner must be readily equipped at their own expense with the Systems and trained personnel necessary to engage in the successful exchange of electronic information and data. The electronic transmissions of information and data in addition to the confidentiality and security of the data exchanged between the parties, is of the highest priority.

**1. DEFINITIONS**

**1.1 Agents**

Third parties or organizations that contract with the Trading Partner to perform designated services in order to facilitate the electronic transfer or exchange of data. Examples of Agents include claims clearinghouses, vendors, and billing services.

**1.2 Confidential Information**

Information relating to specific Individuals which is exchanged between DMH, the Trading Partner, and/or the Agents for various business purposes, but which is protected from disclosure to unauthorized persons or entities by The Privacy Act of 1974, The Administrative Simplification Provisions of the federal Health Insurance Portability and Accountability Act ("HIPAA") and regulations promulgated thereunder; the Insurance Information and Privacy Protections Act, and/or other applicable State and federal statutes and regulations, which shall hereinafter be collectively referred to as "Privacy Statutes and Regulations."

**1.3 Data**

A formalized representation of specific facts or concepts suitable for communication, interpretation, or processing by people or by automatic means.

**1.4 Data Log**

A complete written summary of Data and Data Transmissions exchanged between the Parties over the period of time this TPE is in effect, including, without limitation, sender and receiver information, the date and time of transmission and the general nature of the transmission.

**1.5 Data Transmission**

The automated transfer or exchange of data between Trading Partners or their Agents, by means of their Systems which are compatible for that purpose, pursuant to the terms and conditions set forth in this TPE.

**1.6 Electronic Data Interchange (“EDI”)**

The automated exchange of business data from application to application which utilizes an American National Standards Institute (ANSI) approved or other mutually agreed format.

**1.7 Envelope**

A control structure in a mutually agreed format for the electronic interchange of one or more encoded Data Transmissions either sent or received by the Parties to this TPE.

**1.8 Individual**

Individual person(s) whose claims for payment of services may be eligible to be paid under the terms of the applicable federal, State or local governmental program for which DMH processes or administers claims. It is acknowledged and agreed between the Parties that claim payments for purposes of this TPE will be made directly to Providers on behalf of such Individuals.

**1.9 Lost or Indecipherable Transmission**

A Data Transmission which is never received by or cannot be processed to completion by the intended recipient whether DMH, Trading Partner, and/or Agents in the format or composition received because it is garbled or incomplete, regardless of how or why the message was rendered incomplete.

**1.10 Provider**

Hospitals, clinics or persons duly licensed or certified to provide mental health services to Covered Individuals of Los Angeles County.

**1.11 Source Documents**

Documents containing Data which is or may be required as part of Data Transmission with respect to a claim for payment for mental health services rendered to an eligible Individual. Examples of Data contained within a specific Source Document include, without limitation, the following: Individual’s name and identification number, claim number, diagnosis code for the service rendered, dates of service, procedure code, applicable charges, the Provider’s name and/or Provider number.

**1.12 Submitter ID Number**

A Data Universal Numbering System identifier assigned by Dun & Bradstreet (D&B) to the Trading Partner or Agent for the purpose of identifying the Trading Partner for Data Transmissions is required by DMH for claiming transmissions.

**1.13 System**

The equipment and software necessary for a successful electronic Data Transmission.

**1.14 Trading Partner**

A Provider who has entered into this with DMH in order to satisfy all or part of its obligations under a Legal Entity or Network Provider Agreement by means of EDI.

## 2. OBLIGATIONS OF THE PARTIES

### 2.1 Mutual Obligations

In addition to the obligations of the respective Parties which are set forth elsewhere in this TPE, the mutual obligations of DMH, the Trading Partner and/or the Trading Partner's Agents collectively referred to as "the Parties" shall include, but not be limited to, the following:

**(a) Accuracy of EDI Transmission**

The Parties shall take reasonable care to ensure that Data and Data Transmissions are timely, complete, accurate and secure, and shall take reasonable precautions to prevent unauthorized access to the System of the other Party, the Data Transmission itself or the contents of an Envelope which is transmitted either to or from either Party pursuant to this TPE. Parties shall also take reasonable care to ensure accurate and unduplicated transmissions are sent to recipients and shall notify the recipient of all erroneous duplicated transmissions timely. Parties shall also take necessary actions to correct and void any and all invalid transmissions.

**(b) Re-transmission of Indecipherable Transmissions**

Where there is evidence that a Data Transmission is Lost or Indecipherable, the sending Party shall make best efforts to trace and re-transmit the original Data Transmission in a manner which allows it to be processed by the intended receiving Party as soon as practicable.

**(c) Cost of Equipment**

Each Party shall, at its own expense, obtain and maintain its own System and shall update its System as recommended by the manufacturer/owner/licensor of said System. Furthermore, each Party shall pay its own costs for any and all charges related to Data Transmission under this TPE and specifically including, without limitation, charges for System equipment, software and services, charges for maintaining an electronic mailbox, connect time, terminals, connections, telephones, modems, and any applicable minimum use charges. Each Party shall also be responsible for any and all expenses it incurs for translating, formatting, or sending and receiving communications over the electronic network to the electronic mailbox, if any, of the other Party.

**(d) Back-up Files**

Each Party shall maintain adequate back-up files and/or electronic tapes or other means sufficient to re-create a Data Transmission in the event that such re-creation becomes necessary for any purpose at any time. Such back-up files and/or tapes shall be subject to the terms of this exhibit to the same extent as the original Data Transmission.

**(e) Format of Transmissions**

Except as otherwise provided herein, each Party shall send and receive all Data Transmissions in the format designated by DMH to the Trading Partner.

**(f) Testing**

Each Party shall, prior to the initial Data Transmission and throughout the term of the underlying contract, test and cooperate with the other Party in the testing of the Systems of both Parties as DMH considers reasonably necessary to ensure

the accuracy, timeliness, completeness and confidentiality of each Data Transmission.

## **2.2 Trading Partner Obligations**

In addition to the requirements of Section 2.1 and 4.1, the Trading Partner shall be specifically obligated as follows:

- (a) To refrain from copying, reverse engineering, disclosing, publishing, distributing or altering any Data, Data Transmissions, DMH provided interfaces, or applications, or use of the same for any purpose other than that for which the Trading Partner was specifically given access and authorization by DMH;
- (b) To refrain from obtaining Data, Data Transmission(s), access to DMH interfaces or solutions for any purpose other than access DMH expressly authorizes to said Trading Partner. Furthermore, in the event that the Trading Partner receives Data, Data Transmissions, or access other than expressly authorized by DMH, Trading Partner shall immediately cease use of said Data, Data Transmission(s), interface(s) or application(s), notify DMH and make arrangements to return Data or Data Transmission. Upon confirmation of receipt by DMH of said Data, Data Transmissions, Trading Partner shall immediately destroy Data and/or Data Transmission contained in such Data Transmission from its System, records, or network(s).
- (c) To implement security measures to ensure the integrity and confidentiality of both DMH and the Trading Partner's data and/or records when the System is not in active use by the Trading Partner.
- (d) To protect and maintain the confidentiality of the DMH issued Secure Identification Tokens of the Trading Partner or Agent at all times.
- (e) To enforce encryption and secure authentication where appropriate, by utilizing complex passwords and/or by other mutually agreed upon means in order to ensure the transmission of the data is maintained secure during all data exchanges between Trading Partners and DMH.
- (f) Prior to or upon execution of the underlying contract, provide DMH, in writing, all of the information requested in the Trading Partner Information section of the TPE online application. While the underlying contract is in effect, the Trading Partner shall notify DMH in writing no later than ten (10) business days of any material changes in the information originally provided by the Trading Partner in the TPE online application.
- (g) To minimize the risk of data loss during transmissions, Trading Partners must notify DMH of any planned System changes at least 30 days prior to any change.

## **2.3 DMH Obligations**

In addition to the obligations of DMH set forth herein, DMH shall be specifically obligated as follows:

### **(a) Availability of Data**

DMH shall make available to the Trading Partner by electronic means, those types of Data and Data Transmissions to which the Trading Partner is entitled to receive by mutual agreement of the Parties or as provided by law.

**(b) Notices Regarding Formats**

DMH shall provide Trading Partner a listing of acceptable electronic data transmission formats and shall notify Trading Partner of changes to acceptable data transmissions in accordance with the timelines specified in the underlying contract.

**3. AGENTS**

The Trading Partner may use, in the performance of the underlying contract with DMH, various third parties as the Trading Partner's Agents in the electronic exchange of information as such the following will apply:

**3.1 Responsibility of Agents**

If the Trading Partner uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Trading Partner shall be fully liable to DMH for any acts, failures or omissions of the Agent in providing said services as though they were the Trading Partner's own acts, failures, or missions. Upon request by DMH, Trading Partners must also provide documentation demonstrating that all Agents have current and applicable Business Associate Agreements in order to represent said Trading Partner.

**3.2 Notices Regarding Agents**

Prior to the commencement of the Agent's services in the performance of the specified obligations in this TPE, the Trading Partner shall designate in the TPE online application, its specific Agents who are authorized to send and/or receive Data Transmissions in the performance of the aforementioned obligations on behalf of the Trading Partner. Except as provided otherwise in this TPE, the Trading Partner shall notify DMH of any material changes in the information contained in the TPE online application, no less than ten (10) days prior to the effective date of such changes. The information within the TPE application, when fully executed, shall be incorporated into this TPE by reference and shall be effective upon execution of the underlying contract, unless specified otherwise. The Trading Partner's designation of its Agent for purposes of this TPE is expressly subject to the approval of DMH, which will not be unreasonably withheld.

**3.3 Express Warranties Regarding Agents**

The Trading Partner expressly warrants that the Agent will make no changes in the Data content of any Data Transmissions or the contents of an Envelope, and further that such Agent will take all appropriate measures to maintain the timeliness, accuracy, confidentiality and completeness of each Data Transmission. Furthermore, the Trading Partner expressly warrants that its Agents will be advised of, and will comply in all respects with, the terms of this TPE.

**3.4 Indemnification Regarding Agents**

The Trading Partner shall indemnify, defend and hold harmless DMH from any and all claims, actions, damages, liabilities, costs and expenses, specifically including, without limitation, reasonable attorney's fees and costs resulting from the acts or omissions of the Trading Partner, its Agents, employees, subcontractors in the performance of the underlying contract; provided however, that DMH shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of the Trading Partner. DMH for its part shall provide the Trading Partner with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist the Trading Partner in establishing a defense to such action.



## 4. SECURITY

### 4.1 General Requirements

In addition to the requirements of Sections 2.1 and 2.2, the Trading Partner shall maintain adequate security procedures to prevent unauthorized access to Data, Data Transmissions, or the System of DMH. Trading Partner shall immediately notify DMH of any and all unauthorized attempts by any person or entity to obtain access to or otherwise tamper with the Data, Data Transmissions or the System of DMH.

#### (a) Notice of Unauthorized Disclosures

The Trading Partner will promptly notify DMH of any and all unlawful or unauthorized disclosures of Confidential Information that comes to its attention and will cooperate with DMH in the event any litigation arises concerning the unauthorized use, transfer or disclosure of Confidential Information.

DRAFT

**ELECTRONIC TRADING PARTNER EXHIBIT**

The Trading Partner acknowledges, agrees to and shall be bound by all the terms, provisions and conditions of the Trading Partner Exhibit

Agreed To:

\_\_\_\_\_  
Trading Partner Name (Legal Entity / Network Provider)  
(Type or Print)

\_\_\_\_\_  
**Authorized Personnel**  
(Type or Print)

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**  
(Type or Print)

\_\_\_\_\_  
**Date**

*Contractor shall complete, sign, and submit the TPE annually.*

DRAFT

## ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

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

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

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

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

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

Name of authorized official (Official Name) \_\_\_\_\_  
Printed name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_