



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

**DATE:** April 24, 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' March 19, 2024, order.

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 Medical Equipment for Harbor-UCLA Medical Center
  - b. **DPH:** Approval to Accept a Monetary Donation from the Robert Wood Johnson Foundation to Support the African American Infant and Maternal Mortality Prevention Initiative (#07484)

- c. **DPH:** Approval to Execute a Contract with Diabetes Care Partners for the Provision of Solutions for Equitable Diabetes Prevention and Management: Diabetes Self-Management Education and Support Community of Practice and Support Programming (#07392)
- d. **DMH:** Approval to Extend Existing Legal Entity Contracts for the Continued Provision of Specialty Mental Health Services Effective July 1, 2024

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

- a. **DPH:** Approval to Execute an Amendment to Amend a Sole Source Contract with Planned Parenthood Los Angeles to Support Services Provided at Student Well-Being Centers (#07448)
- b. **DMH:** Approval to Execute Individual and Group Provider Outpatient Specialty Mental Health Services Contracts for Fiscal Years 2024-25 through 2028-29
- c. **DPW/DHS:** Harbor-UCLA Medical Center Inpatient Pharmacy Expansion Project- approve project and budget and authorize Public Works to deliver the project using JOC
- d. **ISD/DHS:** Rancho Los Amigos National Rehabilitation Center Boiler and Chillers Replacement Project- Approve the Project Budget and Appropriation Adjustment

IV. **Discussion Item(s):**

- a. **DPH:** HIV Services System Presentation

V. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

VI. 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.

VII. Public Comment

VIII. Adjournment

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/24/2024	
<b>BOARD MEETING DATE</b>	5/7/2024	
<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>	Health Services	
<b>SUBJECT</b>	Authorize the Sole Source Acquisition of Various Medical Equipment for Harbor-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>	Total cost: \$1,664,000	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 medical equipment for the Department of Health Services' (DHS) Harbor-UCLA Medical Center (H-UCLA MC), with a total estimated cost of \$1,664,000.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The acquisition of the various medical equipment will allow H-UCLA MC to continue providing highly specialized surgical procedures for patients experiencing traumatic injuries. Additionally, replacement of medical equipment that has reached or exceeded end-of-life eliminates a safety risk to patients receiving care. A summary of the use and need of the various medical equipment is below.</p> <p>Super C-Arm: DHS plans to purchase the Super C-Arm (C-Arm) imaging equipment from GE Healthcare which will be used for patients in extremis who require emergent complex trauma/vascular procedures outside of hybrid operating room. The current imaging quality for aortic and lower extremity imaging for trauma patients is inadequate and does not facilitate optimal clinical decision making. H-UCLA MC is requesting that the C-Arm be acquired from a sole source vendor, GE Healthcare, because this manufacturer and equipment is known to be designed for mobile vascular imaging, outside of hybrid operating room. Additionally, GE Healthcare is one of the DHS standardized vendors for imaging equipment.</p> <p>Stealthstation S8 System: DHS plans to purchase the Stealthstation S8 System from Medtronic USA, Inc. (Medtronic) which will be used to replace the end of service Fusion navigation system, which is no longer supported by the manufacturer. This equipment will be utilized by Neurosurgery, Orthopedics, and Otolaryngology services. H-UCLA MC is requesting that the Stealthstation S8 System be acquired from a sole</p>	

	<p>source vendor, Medtronic, because this purchase will complete standardization of all specialty services at the hospital to the Stealthstation Navigation System and will integrate with the existing intraoperative surgical equipment. With this purchase all the operating rooms at H-UCLA MC will run on the same navigation system.</p> <p>Ophthalmic Microscope: DHS plans to purchase the Ophthalmic Microscope from Carl Zeiss Meditec, Inc. (Carl Zeiss). This equipment will be utilized in cataract, cornea, and glaucoma procedures. The current operating room (OR) microscopes do not have digital visualization or Optical Coherence Tomography (OCT) capability. Intraoperative OCT imaging renders an in vivo cross-sectional view of the retina and optical nerve and can be switched between anterior and posterior segments. This will enable intraoperative decision making that will allow the provider to adjust the procedure as needed, rather than perform multiple separate OR procedure and clinic diagnostic study visits. H-UCLA MC is requesting that the Ophthalmic Microscope be acquired from a sole source vendor, Carl Zeiss, because this vendor is the standardized manufacturer used for microscopes in the H-UCLA MC operating rooms.</p> <p>Ultrasound System: DHS plans to purchase the Ultrasound System from BK Medical Holding Company, Inc. (BK Medical) which will be utilized to provide real-time neurodiagnostic level intraoperative imaging. The Ultrasound System has applications in all neurosurgical procedures including the trauma, tumor resection, and spinal decompression, which are among the most common neurosurgical procedures performed at H-UCLA MC. The current ultrasound has too low a resolution to be beneficial during intraoperative craniotomy or spinal indications. The Ultrasound System will provide improved, reliable, diagnostic-level intraoperative imaging and will reduce the use of imaging scans (CT, MRI) in the post-operative setting. H-UCLA MC is requesting that the Ultrasound System be acquired from a sole source vendor, BK Medical, because of the highly specialized nature of this equipment and its use in neurosurgical procedures.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No  If Yes, please explain how:</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No  If Yes, please state which one(s) and explain how:</p> <p>Board Priority #2: Health Integration/ Alliance for Health Integration – The acquisition of these systems will ensure patients that receive services through this alliance, receive high-quality health care services.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:  DHS - Jason Ginsberg, Chief of Supply Chain Operations, (323) 914-7926, jginsberg@dhs.lacounty.gov;  DHS – Azar Kattan, Chief Operating Officer, (424) 306-6312, akattan@dhs.lacounty.gov;  County Counsel- Kelly Hassel, khassel@counsel.lacounty.gov, (213) 974-1803</p>

May 7, 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 MEDICAL  
EQUIPMENT FOR HARBOR-UCLA MEDICAL CENTER  
(SUPERVISORIAL DISTRICT 2)  
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 medical equipment with a purchase cost in excess of \$250,000 for the Department of Health Services' (DHS) Harbor-UCLA Medical Center (H-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 medical equipment detailed in Attachment A for the DHS H-UCLA MC, with a total estimated cost of \$1,664,000.

**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 medical equipment for H-UCLA MC. The acquisition of the various medical equipment will allow H-UCLA MC to continue providing highly specialized surgical procedures for patients experiencing traumatic injuries. Additionally, replacement of medical equipment that has reached or exceeded end-of-life eliminates a safety risk to patients receiving care.

A summary of the use and need of the various medical equipment is below:

**Super C-Arm:** DHS plans to purchase the Super C-Arm (C-Arm) imaging equipment from GE Healthcare which will be used for patients in extremis who require emergent complex trauma/vascular procedures outside of hybrid operating room. The current imaging quality for aortic and lower extremity imaging for trauma patients is inadequate

and does not facilitate optimal clinical decision making. H-UCLA MC is requesting that the C-Arm be acquired from a sole source vendor, GE Healthcare, because this manufacturer and equipment is known to be designed for mobile vascular imaging, outside of hybrid operating room. Additionally, GE Healthcare is one of the DHS standardized vendors for imaging equipment.

**Stealthstation S8 System:** DHS plans to purchase the Stealthstation S8 System from Medtronic USA, Inc. (Medtronic) which will be used to replace the end of service Fusion navigation system, which is no longer supported by the manufacturer. This equipment will be utilized by Neurosurgery, Orthopedics, and Otolaryngology services. H-UCLA MC is requesting that the Stealthstation S8 System be acquired from a sole source vendor, Medtronic, because this purchase will complete standardization of all specialty services at the hospital to the Stealthstation Navigation System and will integrate with the existing intraoperative surgical equipment. With this purchase all the operating rooms at H-UCLA MC will run on the same navigation system.

**Ophthalmic Microscope:** DHS plans to purchase the Ophthalmic Microscope from Carl Zeiss Meditec, Inc. (Carl Zeiss). This equipment will be utilized in cataract, cornea, and glaucoma procedures. The current operating room (OR) microscopes do not have digital visualization or Optical Coherence Tomography (OCT) capability. Intraoperative OCT imaging renders an in vivo cross-sectional view of the retina and optical nerve and can be switched between anterior and posterior segments. This will enable intraoperative decision making that will allow the provider to adjust the procedure as needed, rather than perform multiple separate OR procedure and clinic diagnostic study visits. H-UCLA MC is requesting that the Ophthalmic Microscope be acquired from a sole source vendor, Carl Zeiss, because this vendor is the standardized manufacturer used for microscopes in the H-UCLA MC operating rooms.

**Ultrasound System:** DHS plans to purchase the Ultrasound System from BK Medical Holding Company, Inc. (BK Medical) which will be utilized to provide real-time neurodiagnostic level intraoperative imaging. The Ultrasound System has applications in all neurosurgical procedures including the trauma, tumor resection, and spinal decompression, which are among the most common neurosurgical procedures performed at H-UCLA MC. The current ultrasound has too low a resolution to be beneficial during intraoperative craniotomy or spinal indications. The Ultrasound System will provide improved, reliable, diagnostic-level intraoperative imaging and will reduce the use of imaging scans in the post-operative setting. H-UCLA MC is requesting that the Ultrasound System be acquired from a sole source vendor, BK Medical, because of the highly specialized nature of this equipment and its use in neurosurgical procedures.

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

This recommendation supports 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 acquisition cost is approximately \$1,664,000. 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. There is no net County cost impact associated with the recommendation.

#### **Operating Budget Impact**

DHS will request and fund the associated ongoing annual maintenance, as needed, with existing resources in future budget phases.

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

On October 16, 2001, the Board of Supervisors (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 the LA County’s purchasing policies and procedures for sole source purchases.

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

Approval of the recommendation will ensure the continued provision of critical surgical care to patients. Much of the existing equipment is at or beyond expected life and continued use could pose a risk to patient safety.

The Honorable Board of Supervisors  
May 7, 2024  
Page 4

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



COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
HARBOR-UCLA MEDICAL CENTER  
MEDICAL EQUIPMENT OVER \$250,000  
FISCAL YEAR 2023-24

No.	Equipment	Quantity	Vendor	Estimated Cost
1	Super C-Arm	1	GE Healthcare	\$328,000
2	Stealthstation S8 System	1	Medtronic USA, Inc.	\$582,000
3	Ophthalmic Microscope	1	Carl Zeiss Meditec, Inc.	\$488,000
4	Ultrasound System	1	BK Medical Holding Company, Inc.	\$266,000
		4	<b>Total</b>	<b>\$1,664,000</b>

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/24/2024	
<b>BOARD MEETING DATE</b>	5/7/2024	
<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 accept a monetary donation from the Robert Wood Johnson Foundation (RWJF) to support African American Infant and Maternal Mortality Prevention (AAIMM) activities.	
<b>PROGRAM</b>	Maternal, Child, and Adolescent Health Division (MCAH)	
<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>	NA	
<b>COST &amp; FUNDING</b>	Total cost: \$250,000	Funding source: RWJF
	TERMS (if applicable):	
	The AAIMM Initiative was announced as one of the winners of the RWJF 2023 Culture of Health Prize on November 1, 2023.	
<b>PURPOSE OF REQUEST</b>	Authorize the Director of Public Health to accept a monetary donation from RWJF to support AAIMM Initiative activities.	
<b>BACKGROUND (Include internal/external issues that may exist including any related motions)</b>	<p>In 2018 the AAIMM Initiative launched as a coalition of County departments, community organizations, health care providers, and community members to address the racial disparities in infant and maternal health outcomes in Los Angeles County.</p> <p>The donation from RWJF is expected to support an AAIMM Compassion Response plan and fund. The Compassion Response plan will enable the AAIMM network to inform all necessary parties expediently upon news of a Black maternal, fetal or infant death and to respond to the affected family with appropriate support and resources. This will meet a need that has long been expressed by the AAIMM network to be the village of support for Black families.</p> <p>RWJF is a private philanthropic organization with a mission to improve the health and wellbeing of individuals across the country. RWJF works in collaboration with policymakers, business leaders, community groups and many others who share a</p>	

	common interest in addressing the many harmful obstacles to wellbeing, including poverty, powerlessness, discrimination, and advancing health equity for all.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: AAIMM Initiative services aim to reduce racial disparities in life outcomes, implement strategies that identify, prioritize and effectively support the most disadvantage populations, 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 #2 Alliance for Health Integration (AHI) – In accordance with AHI’s focus on reducing health inequities, the AAIMM Initiative seeks to establish a coordinated, equitable, high quality system of perinatal care for African American women to reduce disparities in infant mortality and birth outcomes.
<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

May 7, 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:

**ACCEPTANCE OF A MONETARY DONATION TO THE DEPARTMENT OF PUBLIC HEALTH FROM THE ROBERT WOOD JOHNSON FOUNDATION TO SUPPORT THE AFRICAN AMERICAN INFANT AND MATERNAL MORTALITY PREVENTION INITIATIVE (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to accept a monetary donation from the Robert Wood Johnson Foundation in the amount of \$250,000 to the Department of Public Health to support African American Infant and Maternal Mortality Prevention Initiative activities.

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Director of the Department of Public Health (Public Health), or designee, to accept a donation in the amount of \$250,000 from the Robert Wood Johnson Foundation (RWJF) to support African American Infant and Maternal Mortality Prevention (AAIMM) Initiative activities.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In accordance with County policy, donations in excess of \$10,000 require acceptance by the Board of Supervisors.

Approval of the above recommendation will allow Public Health to accept a monetary donation from RWJF in the amount of \$250,000, which is expected to support an AAIMM Compassion Response plan and fund. The Compassion Response plan will enable the AAIMM network to inform all necessary parties expediently upon news of a Black maternal, fetal, or infant death and to respond to the affected family with appropriate support and resources. This will meet a need that has long been expressed by the AAIMM network to be the village of support for Black families.

In 2018 the AAIMM Initiative launched as a coalition of County departments, community organizations, health care providers, and community members to address the racial disparities in infant and maternal health outcomes in Los Angeles County (LAC). The Initiative theorizes that lifetime exposure to racism and its resultant stress are at the heart of unequal birth and perinatal health outcomes. The AAIMM Initiative is purposefully positive and strengths-based in messaging and in providing direct service programs. These efforts help prepare families for encountering systems that are not set up for them and assures families that they are deserving of and entitled to respectful, optimal services and care.

On November 1, 2023, the AAIMM Initiative was announced as one of the winners of the RWJF 2023 Culture of Health Prize for its innovative programs and commitment to racial equity and was awarded \$250,000 in prize money. The RWJF Culture of Health Prize honors the work of communities that foster health and wellbeing by addressing systemic inequities and aims to highlight community initiatives that address barriers to health and wellbeing caused by structural racism and other types of discrimination. The call for applications was released on February 16, 2023. The Culture of Health Prize recognized nine communities across the country that are at the forefront of advancing health, opportunity, and equity for all. The AAIMM Initiative was recognized specifically for: 1) its robust collaborative structure, which includes a countywide steering committee and four regional Community Action Teams; and 2) its AAIMM Doula Program, public awareness and storytelling, and committed academic, non-profit, and philanthropic partnerships.

RWJF is a private philanthropic organization with a mission to improve the health and wellbeing of individuals across the country. RWJF works in collaboration with policymakers, business leaders, community groups and many others who share a common interest in addressing the many harmful obstacles to wellbeing, including poverty, powerlessness, discrimination, and advancing health equity for all. The organization focuses on identifying, illuminating, and addressing barriers to health, particularly those caused by structural racism and its intersection with other forms of discrimination, including sexism, ableism, and prejudice based on sexual orientation. RWJF has leaned on evidence to advance health equity across multiple sectors promoting policies, practices, and systems change to dismantle the structural barriers to wellbeing created by racism. Amplifying voices to shift national conversations and attitudes about health and health equity, they have specifically created grants and grant

programs that inspire bold ideas, encourage creative solutions, and demonstrate transformative potential.

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

The recommended actions support Strategy I.1, Increase Our Focus on Prevention Initiatives and Strategy II.2, Support the Wellness of Our Communities, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The donation from RWJF in the amount of \$250,000 is expected to support an AAIMM Compassion Response plan and fund.

This donation incurs no direct or net County cost or any additional expense.

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

Government Code Section 25335 permits the County to accept grants, donations, or other gifts for a specific County purpose. Section 2.4.2 of the County Fiscal Manual authorizes County departments to accept donations in excess of \$10,000 with Board approval.

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

Acceptance of the donation will allow Public Health to support the continued provision of AAIMM Initiative activities.

Respectfully submitted,

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

BF:mz  
#07484

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

## Keiko Kaneko

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**Subject:** FW: I.D. 81181 - Payment Forthcoming

**From:** William Roell <[wroell@rwjf.org](mailto:wroell@rwjf.org)>

**Sent:** Friday, September 15, 2023 8:49:27 AM

**To:** Genaro Sandoval <[gsandoval@ph.lacounty.gov](mailto:gsandoval@ph.lacounty.gov)>

**Cc:** Melissa Franklin <[MFranklin@ph.lacounty.gov](mailto:MFranklin@ph.lacounty.gov)>; Katrina Badger <[kbadger@rwjf.org](mailto:kbadger@rwjf.org)>; Tara Ficek <[tficek@first5la.org](mailto:tficek@first5la.org)>

**Subject:** I.D. 81181 - Payment Forthcoming

**CAUTION:** External Email. Proceed Responsibly.

The Robert Wood Johnson Foundation (RWJF) congratulates your community on being chosen as a 2023 RWJF Culture of Health Prize winner. You will receive a copy of this letter and our check in the amount of \$250,000 in recognition of this award shortly. Award funds are distributed as a prize and do not have any budgetary reporting requirements. These funds can be used by the recipient in any way that public charities are permitted to use their funds. **Until the public announcement on November 1, please refrain from sharing your Prize winner status externally.** Please only share the news with key partners who will be instrumental in the rollout. Waiting allows us to tell a coordinated story about this year's winners and your incredible work.

I.D.: 81181 - Advancing the Culture of Health Prize

Amount: \$250,000

Purpose: 2023 RWJF Culture of Health Prize

Project Information: Grant Period: October 1, 2023 through October 31, 2023

Project Director: Melissa Franklin, EdD, MBA, 213-639-6401 ([mfranklin@ph.lacounty.gov](mailto:mfranklin@ph.lacounty.gov))

Project Director: Tara Ficek, 213-482-7520 ([tficek@first5la.org](mailto:tficek@first5la.org))

RWJF Contact: Program Officer: Katrina Badger, 609-627-6495 ([kbadger@rwjf.org](mailto:kbadger@rwjf.org))

Program Financial Analyst: Christine Phares, 609-627-5953 ([cphares@rwjf.org](mailto:cphares@rwjf.org))

Your community was selected from more than 200 applicants from across the country, and its accomplishments reflect a commitment to ensuring that everyone in your community has the opportunity to live a long and healthy life now and for generations to come. The Prize recognizes that your community is leading some of the nation's most innovative efforts to build a Culture of Health, and we look forward to the opportunity to continue to learn from your efforts and elevate your accomplishments.

Sincerely,



William Roell  
Chief Financial Officer and Treasurer  
Robert Wood Johnson Foundation  
50 College Road East  
Princeton, NJ 08540-6614  
Tel. 877 843 RWJF (7953)  
[www.rwjf.org](http://www.rwjf.org)

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/24/2024	
<b>BOARD MEETING DATE</b>	5/7/2024	
<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>	Approval to execute a contract with Diabetes Care Partners for the provision of Solutions for Equitable Diabetes Prevention and Management: Diabetes Self-Management Education and Support Community of Practice and Support Programming, for the term effective upon execution through December 29, 2028; and delegated authority to extend the term through June 29, 2030.	
<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>	None	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$292,500	Centers for Disease Control and Prevention (CDC)
	TERMS (if applicable): date of execution through June 29, 2028	
	Explanation: Maximum cost is \$292,500, consisting of \$58,500 per budget period (total of 5 periods)	
<b>PURPOSE OF REQUEST</b>	<p>Public Health is requesting approval to execute a contract with Diabetes Care Partners to provide technical assistance and subject matter expertise for Diabetes Self-Management Education and Support (DSMES).</p> <p>Public Health is also requesting delegated authority to execute future amendments to extend, rollover unspent funds, increase or decrease funding up to 10% above or below the annual base maximum obligation, and change notices as appropriate, to reflect funding adjustments, and non-material an update the scope of work, and/or correct errors to the contracts terms and conditions, as necessary. In addition Public Health is requesting delegated authority to execute change notices that authorized budget modifications with corresponding service adjustment and suspend or terminate and/or accept a voluntary contract termination notice from contractors.</p>	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>In 2023, CDIP was awarded a 5-year cooperative agreement from the CDC to strengthen and expand the availability of DSMES for priority populations in most need of quality diabetes support. As part of this work, CDIP sponsors and facilitates training and technical support using a Community of Practice (CoP) model for DSMES program providers and those interested in establishing a new DSMES program. The CoP fosters a space for collaboration and problem solving, serving as a network of support to assist DSMES providers in learning and establishing best practices to improve program implementation.</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>	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871, <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a> Tony Kuo, M.D, M.S.H.S. Director CDIP, (213) 351-7341, <a href="mailto:kuo@ph.lacounty.gov">kuo@ph.lacounty.gov</a> Emily Issa (213) 974-1827, Senior Deputy County Counsel, <a href="mailto:eissa@counsel.lacounty.gov">eissa@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, Suite 806  
Los Angeles, CA 90012  
TEL (213) 288-8117 • FAX (213) 975-1273

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

**DRAFT**

**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

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Second District

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Third District

**Janice Hahn**  
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**Kathryn Barger**  
Fifth District

May 7, 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 CONTRACT WITH DIABETES CARE PARTNERS FOR THE PROVISION OF SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DIABETES SELF-MANAGEMENT EDUCATION AND SUPPORT COMMUNITY OF PRACTICE AND SUPPORT PROGRAMMING (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute a new contract with Diabetes Care Partners for the provision of Diabetes Prevention and Management Services effective upon execution through June 29, 2028, and delegated authority to extend through December 29, 2030.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to execute a new contract, substantially similar to Exhibit I, with Diabetes Care Partners, selected under a competitive solicitation process for Diabetes Prevention and Management, effective upon date of execution through June 29, 2028, for a total maximum obligation of \$292,500, 100 percent funded by Centers for Disease Control and Prevention (CDC) funds, Assistance Listing Number 93.988.
2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contract that extend the term through December 29, 2030, at amounts to be determined by the Director of Public Health, contingent upon the availability of funds and contractor performance; allow the rollover of unspent contract funds, if allowable by the grantor; provide an increase or decrease in

funding up to 10% above or below the annual base maximum obligation effective upon execution; update the scope of work, as necessary; and/or correct errors in the contract's terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contract that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary; and/or changes to hours of operation and/or service locations.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend or terminate the contract upon issuing a written notice to Diabetes Care Partners if it fails to fully comply with contractual requirements, and to terminate the contract for convenience by providing a 30-calendar day advance written notice to the contractor.

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

The Division of Chronic Disease and Injury Prevention (CDIP) was awarded a five-year cooperative agreement from the CDC to strengthen and expand the availability of Diabetes Self-Management Education and Support (DSMES) for priority populations in most need of quality diabetes support. DSMES helps people with diabetes to manage their condition in ways that fit their lifestyle. As part of this work, CDIP sponsors and facilitates training and technical support using a Community of Practice (CoP) model for DSMES program providers and those interested in establishing a new DSMES program. The CoP fosters a space for collaboration and problem solving, serving as a network of support to assist DSMES providers in learning and establishing best practices to improve program implementation.

Approval of Recommendation 1 will enable Public Health to execute a contract with Diabetes Care Partners to provide technical assistance and subject matter expertise for DSMES program providers.

Approval of Recommendation 2 will allow Public Health to execute amendments to the contract to extend; rollover unspent funds; and increase or decrease funding up to 10% above or below the annual base maximum obligation; update the scope of work; and/or correct errors in the contract's terms and conditions, as necessary.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contract that authorize modifications to the budget with corresponding modifications to the scope of work, that are within the same scope of services, as necessary and changes to hours of operation and/or service locations.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate the contract if Diabetes Care Partners fails to perform and/or fully comply with

contractual requirements, and to terminate the contract for convenience by providing 30-calendar days' advance written notice to the contractor.

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

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

### **FISCAL IMPACT/FINANCING**

The total maximum obligation for the contract is \$292,500, consisting of \$58,500 for each period effective date of execution through June 29, 2028, 100 percent offset by CDC funds.

There is no net County cost associated with this action.

Funding for the contract is included in Public Health's Final Adopted Budget for fiscal year (FY) 2023-24 and will be included in future FYs, as necessary.

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

Exhibit I is the contract template approved by County Counsel. Attachment A is the contracting opportunity announcement that was posted on the County of Los Angeles website. Attachment B is the Community Business Enterprise Information Summary for Diabetes Care Partners.

### **CONTRACTING PROCESS**

On February 28, 2024, Public Health released Invitation for Bids (IFB) Number 2024-002 to solicit proposals from qualified agencies to provide technical assistance and subject matter expertise on DSMES services in Los Angeles County (LAC). Responses to the IFB were due to Public Health on March 29, 2024.

The contracting opportunity announcement (Attachment A) was posted on the County of Los Angeles website and Public Health's Contracts and Grants website, and a Notice of Intent to release the IFB was also sent by electronic mail to 47 agencies listed on Public Health's internal list of agencies that provide DSMES services.

Public Health received one bid by the submission deadline. The bid was reviewed by an evaluation committee made up of subject matter experts from Public Health in accordance with the Evaluation Methodology for Proposals – Policy 5.054, and the IFB solicitation process. As a result of this process, Public Health is recommending a contract for Diabetes Care Partners.

On April 15, 2024, notification of the IFB results was sent to Diabetes Care Partners and Public Health has obtained its Letter of Intent.

The Honorable Board of Supervisors

May 7, 2024

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Community Business Enterprise Program information is identified in Attachment B. Diabetes Care Partners was selected for award of a contract without regard to gender, race, creed, color or national origin.

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

Approval of the recommended actions will allow Public Health to increase prevention efforts and improve support for people living with diabetes in LAC.

Respectfully submitted,

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

BF:mk  
#07392

Enclosures

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

Contract No. PH-005387



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**DIABETES CARE PARTNERS**

**FOR**

**DIABETES PREVENTION AND MANAGEMENT SERVICES**



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**STANDARD EXHIBITS**

- Exhibit A – Intentionally Omitted
- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Safely Surrendered Baby Law

**UNIQUE EXHIBITS**

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Notice of Federal Subaward Information

**DEPARTMENT OF PUBLIC HEALTH  
DIABETES PREVENTION AND MANAGEMENT SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on [Click to enter date](#),

by and between COUNTY OF LOS ANGELES (hereafter  
"County")  
and DIABETES CARE PARTNERS  
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on [Click to enter date of BL or authorization document](#)), the Board delegated authority for the County's Director of the Department of Public Health ("Public Health"), or duly authorized designee (hereafter jointly referred to as "Director") to execute contracts for Diabetes Prevention and Management Services to preserve and protect the public's health; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for these services; and

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

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide Diabetes Prevention and Management Services for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, County has been allocated funds from the Centers for Disease Control and Prevention Assistance Listing Number 93.988, of which a portion has been designated to this Contract.

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:

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the 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 as listed below:

Standard Exhibits

- Exhibit A – Intentionally Omitted
- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification

Exhibit E – Contractor Acknowledgement and Confidentiality Agreement  
Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)  
Exhibit G – Safely Surrendered Baby Law

Unique Exhibits

Exhibit H – Charitable Contributions Certification  
Exhibit I – Notice of Federal Subaward Information

2. DEFINITIONS:

A. Board of Supervisors (Board): The Board of Supervisors of the County acting as governing body.

B. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Scope of Work, Exhibit B.

C. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

D. Contractor's Project Manager: The person designated by Contractor to administer the Contract operations under this Contract.

E. County's Project Manager: Person designated by County's Project Director to manage the operations under this Contract.

F. County's 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 Contractor.

G. County's Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

H. County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the following website:

<https://lacounty.gov/government/about-la-county/about/>.

I. Day(s): Calendar day(s) unless otherwise specified.

J. Department: The County of Los Angeles Department of Public Health, which is entering into this Contract on behalf of the County of Los Angeles.

K. Director: Director of Department.

L. Fiscal Year: The 12-month period beginning July 1st and ending the following June 30<sup>th</sup>.

M. Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

N. 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 agreement.

3. DESCRIPTION OF SERVICES:

A. Contractor will provide services in the manner described in Exhibit B (Scope(s) of Work).

B. Contractor acknowledges that the quality of service(s) provided under this Contract will be at least equivalent to that which Contractor provides to all other clients it serves.

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

D. Federal Award Information for this Contract is detailed in Exhibit I, Notice of Federal Subaward Information.

4. TERM OF CONTRACT:

The term of this Contract is from date of execution through June 29, 2028, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify Division of Chronic Disease and Injury Prevention (DCDIP) when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to DCDIP at the address herein provided under the NOTICES paragraph.

5. MAXIMUM OBLIGATION OF COUNTY:

A.1 For the period of date of execution through June 29, 2024, the maximum obligation of County for all services provided hereunder will not exceed fifty-eight thousand four hundred dollars (\$58,400), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

A.2 For the period of June 30, 2024 through June 29, 2025, the maximum obligation of County for all services provided hereunder will not exceed

fifty-eight thousand four hundred dollars (\$58,400), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

A.3 For the period of June 30, 2025 through June 29, 2026, the maximum obligation of County for all services provided hereunder will not exceed fifty-eight thousand four hundred dollars (\$58,400), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

A.4 For the period of June 30, 2026 through June 29, 2027, the maximum obligation of County for all services provided hereunder will not exceed fifty-eight thousand four hundred dollars (\$58,400), as set forth in Exhibit C-4, attached hereto and incorporated herein by reference.

A.5 For the period of June 30, 2027 through June 29, 2028, the maximum obligation of County for all services provided hereunder will not exceed fifty-eight thousand four hundred dollars (\$58,400), as set forth in Exhibit C-5, attached hereto and incorporated herein by reference.

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



C. Contractor must maintain a system of record keeping that will allow it to determine when it has incurred seventy-five percent (75%) of the total maximum obligation under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided under the NOTICES Paragraph.

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

6. INVOICES AND PAYMENT:

A. Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B and in accordance with Exhibit C.

B. Contractor must invoice the County monthly in arrears. All invoices must include a financial invoice and all required reports and/or data. All invoices must clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Invoices must be submitted to County within 30 calendar days after the close of each calendar month. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct monthly invoice and will make payment in accordance to Exhibit C, Budget(s).

D. Invoices must be submitted directly to DCDIP at the address herein provided under the NOTICES Paragraph.

E. For each period, or portion thereof, that this Contract is in effect, Contractor must provide an annual cost report within 30 Days following the close of the Contract period. Such cost report must be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the Contract term, the cost report must be for that Contract period which ends on the termination date. The report must be submitted within 30 Days after such termination date.

The primary objective of the annual cost report will be to provide the County with actual expenditure data for the Contract period that will serve as the basis for determining final amounts due to/from Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

Failure to provide the annual cost report may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor must submit, within 30 Days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period will constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least 30 Days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director will reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County, is in material breach of this Contract or has failed to fulfill its obligations under this Contract, until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least 60 days at any point during the term of this Contract.

I. Preference Program Enterprises – Prompt Payment Program:

Certified Prompt Payment Enterprises (PPE) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the Board, County may: 1) increase or decrease funding up to 10 percent (10%) above or below each term's annual base maximum obligation; and 2) make modifications to or within budget categories within each budget, as reflected in Exhibit C, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and invoices to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable budget period, to the extent allowed by the funding source and as authorized by the Board. Adjustments of funds in excess of the aforementioned amount require separate approval by Board. Any change to the County maximum obligation in this Contract must be effectuated by an amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, must be effectuated by a change notice that will be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor must review Contractor's expenditures and commitments to utilize any funds which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least 15 Days prior to each such review, Contractor must provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and will constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees, or agents, will be valid or effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The Board, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the Board, Chief Executive Officer, or State or federal entity, law, or regulation. To implement such changes, an amendment to the Contract will be prepared by Director and executed by Contractor and Director, as authorized by the Board.

C. Notwithstanding Paragraph 8.A., in instances where the Board has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the Contract term, the rollover of unspent Contract funds and/or an increase or decrease in funding up to 10% above or below each annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable budget period, and make changes to the Statement of Work or

Scope of Work, as necessary, an amendment will be prepared by Director and executed by Contractor and Director, as authorized by the Board.

D. Notwithstanding Paragraph 8.A., in instances where the Board has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding modifications to the scope of work, that are within the same scope of services, as necessary and/or allow for changes to hours of operation, changes to service locations, a written Change Notice will be executed by the Director and Contractor, as authorized by the Board.

9. CONFIDENTIALITY:

A. 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.

B. 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 CONFIDENTIALITY Paragraph, as determined by County in its sole judgment.



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

C. Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor must sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor will 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.

11. INDEMNIFICATION:

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

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

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 this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph 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 for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County and its Agents have been given Insured status under the Contractor's General Liability policy, must be

delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates must be provided to County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles  
Department of Public Health – Contract Monitoring Section  
5555 Ferguson Drive, 3<sup>rd</sup> Floor, Suite 3031  
Commerce, California 90022

Attention: Manager Contract Monitoring Section

Contractor 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.

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

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

D. 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 this 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.

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

F. 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.

G. Waivers of Subrogation: To the fullest extent permitted by law, 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. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor must pay full compensation for all costs incurred by County.

I. 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 is 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.

J. Deductibles and Self-Insured Retentions (SIR): 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 to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

K. 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.

L. Application of Excess Liability Coverage: Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

M. 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.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor's 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.

O. 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.

13. INSURANCE COVERAGE REQUIREMENTS:

A. 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 the following:

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

B. 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.

C. Workers Compensation and Employers' Liability: Contractor will maintain insurance, or qualified self-insurance, satisfying statutory requirements, including Employers' Liability coverage with limits of not less than \$1 Million per



accident. If Contractor will provide leased employees, or is: (1) an employee leasing temporary staffing firm; or (2) 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. Written notice must be provided to the County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. 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 \$2 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.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, will be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items

including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of this Contract, Contractor must assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor must affix the

following notice to all items developed under this Contract: “© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” Contractor agrees that it will not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items include, but are not limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. PUBLICITY:

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, must have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material must include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items include, but are not limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor must maintain all service records related to this Contract for a minimum period of seven years following the expiration or prior termination of this Contract. Contractor must provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records will be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:

[AC Contract Accounting and Administration Handbook – June 2021  
\(lacounty.gov\)](https://www.lacounty.gov/contract-accounting-administration-handbook)

Federally funded Contractors must adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records must clearly reflect the actual cost of the type of service for which payment is claimed and will include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which must include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs will mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records must be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records must be made available during normal business hours within 10 Days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other

location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile (fax), or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request will include appropriate County fax number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees to make available the original documents of such fax and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an 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, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with County's A-C (A-C Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, the County will maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records must be audited by an independent auditor in compliance with 2 CFR 200.501. The audit must be made by an independent auditor in accordance with Governmental Financial

Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is/are delivered to County.

The independent auditor's work papers must be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Contract, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller 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 provided 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.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully cooperate with County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 10 working days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 30 Days after receipt of County's

audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample must be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services, and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, Contractor must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within 30 Days of termination of this Contract, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event will County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph will constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of 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.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor must comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and must ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

18. A. 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" increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. If Contractor

receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18. B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 Days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor must indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

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

18. C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that 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 principals are 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 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.

18. D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross

mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

18. E. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE

PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. Contractor will 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.

C. Contractor will 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.

D. If 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, 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), be assessed a penalty in an amount of not more than 10% of the amount of the Contract; and



(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties 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 (DCBA) of this information prior to responding to a solicitation or accepting a contract award.

18. F. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

B. 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.

C. 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.

D. 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 10% of the amount of the Contract; and

(3) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties 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.

18. G. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

B. 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.

C. 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.

D. 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 10 percent (10%) of the amount of the Contract; and

(3) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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 DCBA of this information prior to responding to a solicitation or accepting a contract award.

18. H. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from the County, will be forwarded to Contractor by the Director, or designee, in a written notice describing the reasons for said action.

B. If the Director, or designee, determines that there are deficiencies in the performance of this Contract that the Director, or designee, deems are correctable by Contractor over a certain time span, the Director, or designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director, or designee, may: (a) deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Contractor's failure 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 Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or (c) upon giving five Days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to Contractor's failure to complete or comply with the provisions of this Contract.

D. This sub-paragraph may 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 sub-paragraph B above, and may not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

18. I. DATA DESTRUCTION:

A. If Contractor maintains, processes or stores County of Los Angeles' ("County") data and/or information, implied or expressed, Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology

(NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>).

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. 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 NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor must provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

19. CONFLICT OF TERMS:

To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract will govern and prevail.

20. CONTRACTOR'S OFFICES:

Contractor's office is located at \_\_\_\_\_.

Contractor's business telephone number is (\_\_\_\_) \_\_\_\_\_, and e-mail address is \_\_\_\_\_.

Contractor must notify County, in writing, of any changes made to their business address, business telephone number, e-mail address as listed herein, or any other business address, business telephone number, e-mail address used in the provision of services herein, at least 10 Days prior to the effective date(s) thereof.

21. NOTICES:

Notices hereunder will be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least 10 business days prior written notice to the other party.

A. Notices to County will be addressed as follows:

- (1) Department of Public Health  
Division of Chronic Disease and Injury Prevention  
3530 Wilshire Boulevard, Suite 800  
Los Angeles, California 90010

Attention: Division Director

Department of Public Health  
Contracts and Grants Division  
5555 Ferguson Drive, Suite 210  
Commerce, California 90022

Attention: Division Director

B. Notices to Contractor will be addressed as follows:

\_\_\_\_\_  
Attention: \_\_\_\_\_

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") will have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

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

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff and any subcontractor(s) 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 who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not perform services under this Contract, or be placed and/or assigned within the Department of Public Health. During the term of this Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, Contractor will immediately remove staff from performing services under this Contract and replace such staff within 15 Days of removal, or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor, nor to Contractor's staff, any information obtained through the criminal history review.

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

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If 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.

B. Contractor may 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 will be null and void. For purposes of this paragraph, County consent requires a written amendment to this 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 Contractor may have against the County.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, 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.

24. AUTHORIZATION WARRANTY:

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

25. BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees, and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor will continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 10 Days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget

reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. INTENTIONALLY OMITTED

28. COMPLIANCE WITH APPLICABLE LAW:

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

B. 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, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including without limitation, County Counsel, and to reimbursement

from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW:

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

Additionally, Contractor certifies to the County:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Contractor will comply with Exhibit D – Contractor's EEO Certification.

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. 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.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five business days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deducts from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a 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 Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor will also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.

(3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of

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

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

31. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

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

C. 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.

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and any subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's



violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY:

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/>). 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. Contractor, its employees, and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of contractual agreements as well as civil liability.

34. CONFLICT OF INTEREST:

A. 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, may be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of 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.

B. 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 includes, 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 sub-paragraph will be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

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

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

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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.

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

C. Non-Responsible Contractor: The County may debar a contractor if the Board finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively

reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative/proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative/proposed decision prior to its presentation to the Board.

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

G. If a contractor has been debarred for a period longer than five years, that contractor may after the debarment has been in effect for at least five

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

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five 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 consider evidence on the proposed reduction of debarment period or termination of debarment. 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.

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

or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractors: These terms will also apply to subcontractors of County contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law), in a prominent position at a contractor's place of business. 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/>

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. 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.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this

Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will 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 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).

39. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant, or continuing, and that may place performance of this 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 County and 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.

40. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities, such persons will be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor must immediately and permanently

withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that: (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

41. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

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

42. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. 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. 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), as they currently



exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

B. 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 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.

43. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

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 is Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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.

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.

At any time during this Contract, 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 Public Health, will decide whether to approve exemption requests.

44. 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 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 Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on amendments prepared pursuant to ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities (e.g., facsimile or email), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

45. FAIR LABOR STANDARDS:

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor

Standards Act, for work performed by Contractor's employees for which the County may be found jointly or solely liable.

46. FISCAL DISCLOSURE:

Contractor must prepare and submit to Director, within 10 Days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor must promptly notify Director in writing, detailing such changes.

47. FORCE MAJEURE:

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

B. 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.

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

48. GOVERNING LAW, JURISDICTION, AND VENUE:

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

49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F, “HIPAA – Inadvertent Access”.

50. INDEPENDENT CONTRACTOR STATUS:

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

B. Contractor is 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 Contractor.

C. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is 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 Contractor pursuant to this Contract.

D. Contractor must adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

51. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor will obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor will ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor will provide a copy of each license, permit, registration, accreditation, and/or certificate upon request of Public Health at any time during the term of this Contract.

52. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. 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, 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. Contractor certifies to the County each of the following:

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

4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

C. Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

E. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, 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. Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Nondiscrimination and Affirmative Action Paragraph when so requested by the County.

G. If the County finds that any provisions of this Nondiscrimination and Affirmative Action Paragraph 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 Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

H. The parties agree that in the event 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.

53. NON-EXCLUSIVITY:

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



54. NOTICE OF DELAYS:

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

55. NOTICE OF DISPUTES:

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

56. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

Contractor must notify its employees, and will 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.

57. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered

Baby Law) of this Contract. Additional information is available at

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

58. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

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.

59. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor will ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

60. PUBLIC RECORDS ACT:

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were submitted in response to the solicitation process for this Contract become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921.000 et seq. (Public Records Act), and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records

including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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,” 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.

61. PURCHASES:

A. 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.

B. 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 for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any Contract funds designated for such purpose. Upon the expiration or earlier 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 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 Contractor's part. Contractor, in conjunction with County, must attach identifying labels on all such property indicating the proprietary interest of County.

C. 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 contract funds designated for such purpose. Annually, 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 designated for such purpose.

D. 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 Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor must contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early 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 Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property must be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

62. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor must prepare and submit to Director within 10 Days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing must also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In

preparing the latter listing, Contractor must also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor will only charge the program for costs of ownership. Costs of ownership must include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property must be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor must prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If, during the term of this Contract, Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor must notify Director in writing of such changes within 30 Days prior to the effective date thereof.

63. REPORTS:

Contractor must make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. However, in no event may County require such reports unless Director has provided Contractor with at least 30 Days prior written notification thereof. Director's notification will provide Contractor with a written explanation of the procedures for reporting the information required.

64. RECYCLED CONTENT BOND PAPER:

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

65. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

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



66. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor must operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel must be qualified in accordance with standards established by County. In addition, Contractor must comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor must have available and must provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also will indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor must, prior to filling said vacancy, notify County's Director. Contractor must provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor must institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor must institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development must be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities must be planned and scheduled in advance and conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

67. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract must include:

(1) Identification of the proposed subcontractor (who will be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract must take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director will review Contractor's request to subcontract and determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts must be made in the name of Contractor and may not bind nor purport to bind County. The making of subcontracts hereunder does not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract must also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent is provisional, and will not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County is not liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor must notify its subcontractors of this County right.

G. Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and is subject to all of the provisions of such prime contract." Further, Contractor

must also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs.

Contractor must deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

H. Contractor will obtain certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. 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 Contractor employees.

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

68. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to the Paragraph entitled TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

69. TERMINATION FOR CONVENIENCE:

This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services hereunder will be effected by a Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor must:

- A. Stop work under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the work as would not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor will submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice must be submitted promptly, but not later than 60 Days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination will be final. After such determination is made, County will pay Contractor the amount so determined.

Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, must retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence must be retained by Contractor at a location in Los Angeles County and must be made available within 10 calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

70. TERMINATION FOR DEFAULT:

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

- A. Contractor has materially breached this Contract; or

B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

In the event that the County terminates this Contract in whole or in part as provided hereinabove, 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. Contractor will be liable to the County, for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

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

fault or negligence of 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 Contractor and any subcontractor, and without the fault or negligence of either of them, 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 Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions hereinabove, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Paragraph entitled TERMINATION FOR CONVENIENCE, herein.

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

71. TERMINATION FOR IMPROPER CONSIDERATION:

County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this



Contract, or making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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 or <https://fraud.lacounty.gov/>.

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

72. TERMINATION FOR INSOLVENCY:

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

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

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

73. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

74. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:

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

75. TIME OFF FOR VOTING:

Contractor must notify and provide to 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 10 days before every Statewide election, Contractor and any subcontractors 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.

76. VALIDITY:

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

77. WAIVER:

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

78. WARRANTY AGAINST CONTINGENT FEES:

A. 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 Contractor for the purpose of securing business.

B. 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.

79. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

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

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

80. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the Paragraph entitled WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, 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 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.

81. INJURY AND ILLNESS PREVENTION PROGRAM:  
Contractor is required to comply with the State of California's Division of Occupational Safety and Health (Cal OSHA) regulations. California Code of Regulations Title 8

Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

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IN WITNESS WHEREOF, the Board has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract 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

\_\_\_\_\_  
DIABETES CARE PARTNERS  
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

#07392:mk

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND  
 SUPPORT PROGRAMMING  
 SCOPE OF WORK  
 Effective upon execution through June 29, 2024

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<b>Administrative Requirements and Communications</b>		
1.1) Assign a Project Lead to provide oversight, coordinate with Public Health, prepare administrative reports, and ensure timely invoices.	Name and contact of Project Lead.	Seven days after Contract execution
1.2) Communicate regularly with Public Health staff to discuss progress. Frequency to be mutually agreed upon with Public Health.	Meeting attendance and/or written communication.	Ongoing through June 29, 2024
1.3) Attend and participate in quarterly meetings of the Los Angeles County Diabetes Coalition. (The Public Health-led Coalition aims to increase accessibility, utilization, and sustainability of diabetes programming, including Diabetes Self-Management Education and Support (DSMES) services, in Los Angeles County.)	Meeting attendance.	Ongoing through June 29, 2024
<b>Community of Practice Development and Implementation</b>		
2.1) In collaboration with Public Health, develop a curriculum for a minimum three-session Community of Practice (CoP) series for DSMES providers. Each CoP session should be in webinar format and structured to last approximately 60-90 minutes and include didactic, case-based learning, and discussion components. CoP session topics should be developed in collaboration with Public Health but may cover areas such as client recruitment and engagement, motivational interviewing, and goal setting. Webinar sessions should complement	Finalized curriculum materials (to be submitted to Public Health for approval prior to administration, and subject to change based on CoP participant needs).	Three months after Contract execution

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND  
SUPPORT PROGRAMMING  
SCOPE OF WORK  
Effective upon execution through June 29, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>each other, but are not required to build upon each other in a sequential fashion. Special focus should be placed on improving DSMES access and utilization among Hispanic/Latino, African American/Black, Asian, and/or people of low socioeconomic status.</p>		
<p>2.2) Host and deliver at least three web-based CoP sessions for approximately 10-15 Los Angeles County-based organizations who offer, or are interested in offering, DSMES services (participants to be identified by Public Health).</p>	<p>List of meeting attendees.</p>	<p>Ongoing through June 29, 2024</p>
<p>2.3) Develop a one-page summary report of each CoP session hosted (at least three total). The summary should include an overview of topics discussed and list of related best practices. One-pagers will be disseminated to CoP participants and current DSMES providers.</p>	<p>Finalized materials.</p>	<p>Within three weeks after each CoP session</p>
<p>2.4) In collaboration with Public Health, administer evaluation surveys to CoP participants to assess programmatic needs and overall CoP effectiveness. Efforts will include reviewing Public Health-drafted survey tools, disseminating survey to network, and encouraging participation.</p>	<p>Completed evaluations.</p>	<p>Ongoing through June 29, 2024</p>
<p>2.5) Provide a minimum of 45 hours of tailored technical assistance to organizations participating in CoP sessions. Technical assistance will support CoP</p>	<p>List of organizations who received technical assistance.</p>	<p>Ongoing through June 29, 2024</p>



**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND**  
**SUPPORT PROGRAMMING**  
**SCOPE OF WORK**  
**Effective upon execution through June 29, 2024**

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>participants in establishing and/or sustaining a DSMES program and can be delivered in-person, virtually, by phone, and/or via e-mail communication. Topics covered will be based on program needs but may include subjects such as program reimbursement, optimizing program workflows, and tailoring programming for special populations.</p>		
<p>2.6) Develop a report summarizing technical assistance provided. At minimum, the report should summarize facilitators/barriers identified for implementing DSMES, actions implemented by the program providers, and lessons learned.</p>	<p>Finalized report.</p>	<p>By June 29, 2024</p>
<p>2.7) Outreach to CoP participants to promote completion of Public Health’s annual diabetes landscape survey, results of which should be used to develop curriculum for future CoP sessions in Year 2.</p>	<p>Summary of outreach efforts.</p>	<p>Ongoing through June 29, 2024</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND  
 SUPPORT PROGRAMMING

SCOPE OF WORK  
 June 30, 2024 through June 29, 2025

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<b>Administrative Requirements and Communications</b>		
1.1) Provide oversight, coordinate with Public Health, prepare administrative reports, and ensure timely invoices.	Reports and Invoices	Ongoing through June 29, 2025
1.2) Communicate regularly with Public Health staff to discuss progress, frequency to be mutually agreed upon with Public Health.	Meeting attendance and/or written communication.	Ongoing through June 29, 2025
1.3) Attend and participate in quarterly meetings of the Los Angeles County Diabetes Coalition. The Public Health-led Coalition aims to increase accessibility, utilization, and sustainability of diabetes programming, including Diabetes Self-Management Education and Support (DSMES) services, in Los Angeles County.	Meeting attendance.	Ongoing through June 29, 2025
<b>Community of Practice Development and Implementation</b>		
2.1) In collaboration with Public Health, develop a new curriculum for a minimum three-session Community of Practice (CoP) series for DSMES providers. Each CoP session should be in webinar format and structured to last approximately 60-90 minutes and include didactic, case-based learning, and discussion components. CoP session topics should be developed in collaboration with Public Health but may cover areas such as client recruitment and engagement, motivational interviewing, and goal setting. Webinar sessions should complement each other, but are not required to build upon each other	Finalized curriculum materials (to be submitted to Public Health for approval prior to administration, and subject to change based on CoP participant needs).	September 30, 2024

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND  
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SCOPE OF WORK  
 June 30, 2024 through June 29, 2025

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>in a sequential fashion. Special focus should be placed on improving DSMES access and utilization among Hispanic/Latino, African American/Black, Asian, and/or people of low socioeconomic status.</p>		
<p>2.2) Host and deliver at least three web-based CoP sessions for approximately 10-15 Los Angeles County-based organizations who offer, or are interested in offering, DSMES services (participants to be identified by Public Health).</p>	<p>List of meeting attendees.</p>	<p>Ongoing through June 29, 2025</p>
<p>2.3) Develop a one-page summary report of each CoP session hosted (at least three total). The summary should include an overview of topics discussed and list of related best practices. One-pagers will be disseminated to CoP participants and current DSMES providers.</p>	<p>Finalized materials.</p>	<p>Within three weeks after each CoP session</p>
<p>2.4) In collaboration with Public Health, administer evaluation surveys to CoP participants to assess programmatic needs and overall CoP effectiveness. Efforts will include reviewing Public Health-drafted survey tools, disseminating survey to network, and encouraging participation.</p>	<p>Completed evaluations.</p>	<p>Ongoing through June 29, 2025</p>
<p>2.5) Provide a minimum of 45 hours of tailored technical assistance to organizations participating in CoP sessions. Technical assistance will support CoP</p>	<p>List of organizations who received technical assistance.</p>	<p>Ongoing through June 29, 2025</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND  
 SUPPORT PROGRAMMING

SCOPE OF WORK  
 June 30, 2024 through June 29, 2025

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>participants in establishing and/or sustaining a DSMES program and can be delivered in-person, virtually, by phone, and/or via e-mail communication. Topics covered will be based on program needs but may include subjects such as program reimbursement, optimizing program workflows, and tailoring programming for special populations.</p>		
<p>2.6) Develop a report summarizing technical assistance provided. At minimum, the report should summarize facilitators/barriers identified for implementing DSMES, actions implemented by the program providers, and lessons learned.</p>	<p>Finalized report.</p>	<p>June 29, 2025</p>
<p>2.7) Outreach to CoP participants to promote completion of Public Health’s annual diabetes landscape survey, results of which should be used to develop curriculum for future CoP sessions in Year 3.</p>	<p>Summary of outreach efforts.</p>	<p>Outgoing through June 29, 2025</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND  
 SUPPORT PROGRAMMING

SCOPE OF WORK  
 June 30, 2025 through June 29, 2026

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<b>Administrative Requirements and Communications</b>		
1.1) Provide oversight, coordinate with Public Health, prepare administrative reports, and ensure timely invoices.	Reports and invoices	Ongoing through June 29, 2026
1.2) Communicate regularly with Public Health staff to discuss progress, frequency to be mutually agreed upon with Public Health.	Meeting attendance and/or written communication.	Ongoing through June 29, 2026
1.3) Attend and participate in quarterly meetings of the Los Angeles County Diabetes Coalition. The Public Health-led Coalition aims to increase accessibility, utilization, and sustainability of diabetes programming, including Diabetes Self-Management Education and Support (DSMES) services, in Los Angeles County.	Meeting attendance.	Ongoing through June 29, 2026
<b>Community of Practice Development and Implementation</b>		
2.1) In collaboration with Public Health, develop a new curriculum for a minimum three-session Community of Practice (CoP) series for DSMES providers. Each CoP session should be in webinar format and structured to last approximately 60-90 minutes and include didactic, case-based learning, and discussion components. CoP session topics should be developed in collaboration with Public Health but may cover areas such as client recruitment and engagement, motivational interviewing, and goal setting. Webinar sessions should complement	Finalized curriculum materials (to be submitted to Public Health for approval prior to administration, and subject to change based on CoP participant needs).	September 30, 2025

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND  
 SUPPORT PROGRAMMING

SCOPE OF WORK  
 June 30, 2025 through June 29, 2026

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>each other, but are not required to build upon each other in a sequential fashion. Special focus should be placed on improving DSMES access and utilization among Hispanic/Latino, African American/Black, Asian, and/or people of low socioeconomic status.</p>		
<p>2.2) Host and deliver at least three web-based CoP sessions for approximately 10-15 Los Angeles County-based organizations who offer, or are interested in offering, DSMES services (participants to be identified by Public Health).</p>	<p>List of meeting attendees.</p>	<p>Ongoing through June 29, 2026</p>
<p>2.3) Develop a one-page summary report of each CoP session hosted (at least three total). The summary should include an overview of topics discussed and list of related best practices. One-pagers will be disseminated to CoP participants and current DSMES providers.</p>	<p>Finalized materials.</p>	<p>Within three weeks after each CoP session</p>
<p>2.4) In collaboration with Public Health, administer evaluation surveys of CoP participants to assess programmatic needs and overall CoP effectiveness. Efforts will include reviewing Public Health-drafted survey tools, disseminating survey to network, and encouraging participation.</p>	<p>Completed evaluations.</p>	<p>Ongoing through June 29, 2026</p>

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SCOPE OF WORK  
 June 30, 2025 through June 29, 2026

OBJECTIVE	DELIVERABLES	COMPLETION DATE
2.5) Provide a minimum of 45 hours of tailored technical assistance to organizations participating in CoP sessions. Technical assistance will support CoP participants in establishing and/or sustaining a DSMES program and can be delivered in-person, virtually, by phone, and/or via e-mail communication. Topics covered will be based on program needs but may include subjects such as program reimbursement, optimizing program workflows, and tailoring programming for special populations.	List of organizations who received technical assistance.	Ongoing through June 29, 2026
2.6) Develop a report summarizing technical assistance provided. At minimum, the report should summarize facilitators/barriers identified for implementing DSMES, actions implemented by the program providers, and lessons learned.	Finalized report.	June 29, 2026
2.7) Outreach to CoP participants to promote completion of Public Health’s annual diabetes landscape survey, results of which should be used to develop curriculum for future CoP sessions in Year 4.	Summary of outreach efforts.	Ongoing through June 29, 2026

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
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 SUPPORT PROGRAMMING

SCOPE OF WORK  
 June 30, 2026 through June 29, 2027

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<b>Administrative Requirements and Communications</b>		
1.1) Provide oversight, coordinate with Public Health, prepare administrative reports, and ensure timely invoices.	Reports and Invoices	Ongoing through June 29, 2027
1.2) Communicate regularly with Public Health staff to discuss progress, frequency to be mutually agreed upon with Public Health.	Meeting attendance and/or written communication.	Ongoing through June 29, 2027
1.3) Attend and participate in quarterly meetings of the Los Angeles County Diabetes Coalition. The Public Health-led Coalition aims to increase accessibility, utilization, and sustainability of diabetes programming, including Diabetes Self-Management Education and Support (DSMES) services, in Los Angeles County.	Meeting attendance.	Ongoing through June 29, 2027
<b>Community of Practice Development and Implementation</b>		
2.1) In collaboration with Public Health, develop a new curriculum for a minimum three-session Community of Practice (CoP) series for DSMES providers. Each CoP session should be in webinar format and structured to last approximately 60-90 minutes and include didactic, case-based learning, and discussion components. CoP session topics should be developed in collaboration with Public Health but may cover areas such as client recruitment and engagement, motivational interviewing, and goal setting. Webinar sessions should complement	Finalized curriculum materials (to be submitted to Public Health for approval prior to administration, and subject to change based on CoP participant needs).	September 30, 2026



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SCOPE OF WORK  
 June 30, 2026 through June 29, 2027

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>each other, but are not required to build upon each other in a sequential fashion. Special focus should be placed on improving DSMES access and utilization among Hispanic/Latino, African American/Black, Asian, and/or people of low socioeconomic status.</p>		
<p>2.2) Host and deliver at least three web-based CoP sessions for approximately 10-15 Los Angeles County-based organizations who offer, or are interested in offering, DSMES services (participants to be identified by Public Health).</p>	<p>List of meeting attendees.</p>	<p>Ongoing through June 29, 2027</p>
<p>2.3) Develop a one-page summary report of each CoP session hosted (at least three total). The summary should include an overview of topics discussed and list of related best practices. One-pagers will be disseminated to CoP participants and current DSMES providers.</p>	<p>Finalized materials.</p>	<p>Within three weeks of each CoP session</p>
<p>2.4) In collaboration with Public Health, administer evaluation surveys of CoP participants to assess programmatic needs and overall CoP effectiveness. Efforts will include reviewing Public Health-drafted survey tools, disseminating survey to network, and encouraging participation.</p>	<p>Completed evaluations.</p>	<p>Ongoing through June 29, 2027</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND  
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SCOPE OF WORK  
 June 30, 2026 through June 29, 2027

OBJECTIVE	DELIVERABLES	COMPLETION DATE
2.5) Provide a minimum of 45 hours of tailored technical assistance to organizations participating in CoP sessions. Technical assistance will support CoP participants in establishing and/or sustaining a DSMES program and can be delivered in-person, virtually, by phone, and/or via e-mail communication. Topics covered will be based on program needs but may include subjects such as program reimbursement, optimizing program workflows, and tailoring programming for special populations.	List of organizations who received technical assistance.	Ongoing through June 29, 2027
2.6) Develop a report summarizing technical assistance provided. At minimum, the report should summarize facilitators/barriers identified for implementing DSMES, actions implemented by the program providers, and lessons learned.	Finalized report.	June 29, 2027
2.7) Outreach to CoP participants to promote completion of Public Health’s annual diabetes landscape survey, results of which should be used to develop curriculum for future CoP sessions in Year 5.	Summary of outreach efforts.	Ongoing through June 29, 2027

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND  
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SCOPE OF WORK  
 June 30, 2027 through June 29, 2028

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<b>Administrative Requirements and Communications</b>		
1.1) Provide oversight, coordinate with Public Health, prepare administrative reports, and ensure timely invoices.	Reports and invoices	Ongoing through June 30, 2028
1.2) Communicate regularly with Public Health staff to discuss progress, frequency to be mutually agreed upon with Public Health.	Meeting attendance and/or written communication.	Ongoing through June 29, 2028
1.3) Attend and participate in quarterly meetings of the Los Angeles County Diabetes Coalition. The Public Health-led Coalition aims to increase accessibility, utilization, and sustainability of diabetes programming, including Diabetes Self-Management Education and Support (DSMES) services, in Los Angeles County.	Meeting attendance.	Ongoing through June 29, 2028
<b>Community of Practice Development and Implementation</b>		
2.1) In collaboration with Public Health, develop a new curriculum for a minimum three-session Community of Practice (CoP) series for DSMES providers. Each CoP session should be in webinar format and structured to last approximately 60-90 minutes and include didactic, case-based learning, and discussion components. CoP session topics should be developed in collaboration with Public Health but may cover areas such as client recruitment and engagement, motivational interviewing, and goal setting. Webinar sessions should complement each other, but are not required to build upon each other	Finalized curriculum materials (to be submitted to Public Health for approval prior to administration, and subject to change based on CoP participant needs).	September 30, 2027

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND  
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SCOPE OF WORK  
 June 30, 2027 through June 29, 2028

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>in a sequential fashion. Special focus should be placed on improving DSMES access and utilization among Hispanic/Latino, African American/Black, Asian, and/or people of low socioeconomic status.</p>		
<p>2.2) Host and deliver at least three web-based CoP sessions for approximately 10-15 Los Angeles County-based organizations who offer, or are interested in offering, DSMES services (participants to be identified by Public Health).</p>	<p>List of meeting attendees.</p>	<p>Ongoing through June 29, 2028</p>
<p>2.3) Develop a one-page summary report of each CoP session hosted (at least three total). The summary should include an overview of topics discussed and list of related best practices. One-pagers will be disseminated to CoP participants and current DSMES providers.</p>	<p>Finalized materials.</p>	<p>Within three weeks of each CoP session</p>
<p>2.4) In collaboration with Public Health, administer evaluation surveys of CoP participants to assess programmatic needs and overall CoP effectiveness. Efforts will include reviewing Public Health-drafted survey tools, disseminating survey to network, and encouraging participation.</p>	<p>Completed evaluations.</p>	<p>Ongoing through June 29, 2028</p>
<p>2.5) Provide a minimum of 35 hours of tailored technical assistance to organizations participating in CoP sessions. Technical assistance will support CoP</p>	<p>List of organizations who received technical assistance.</p>	<p>Ongoing through June 29, 2028</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES COMMUNITY OF PRACTICE AND  
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 June 30, 2027 through June 29, 2028

OBJECTIVE	DELIVERABLES	COMPLETION DATE
<p>participants in establishing and/or sustaining a DSMES program and can be delivered in-person, virtually, by phone, and/or via e-mail communication. Topics covered will be based on program needs but may include subjects such as program reimbursement, optimizing program workflows, and tailoring programming for special populations.</p>		
<p>2.6) Develop a report summarizing technical assistance provided. At minimum, the report should summarize facilitators/barriers identified for implementing DSMES, actions implemented by the program providers, and lessons learned.</p>	<p>Finalized report.</p>	<p>June 29, 2028</p>
<p>2.7) Outreach to CoP participants to promote completion of Public Health’s annual diabetes landscape survey.</p>	<p>Summary of outreach efforts.</p>	<p>Ongoing through June 29, 2028</p>
<p>2.8) In collaboration with Public Health, plan and facilitate a panel discussion session for the Los Angeles County Diabetes Coalition Diabetes Symposium (a multi-session event hosted by Public Health to discuss current diabetes landscape and practices). Efforts will include developing a session theme, preparing a PowerPoint presentation to provide context for the panel discussion, recruiting panelists, and facilitating the session.</p>	<p>Participation in planning sessions;                      List of recruited panelists;                      PowerPoint presentation;                      Facilitation of session.</p>	<p>Ongoing through June 29, 2028</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
 DIABETES CARE PARTNERS  
 SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES SUPPORT

Date of Execution through June 29, 2024

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
<b>SALARIES</b>	
<b>EMPLOYEE BENEFITS</b>	
<b>OPERATING EXPENSES</b>	
<b>OTHER COSTS</b>	
<b>INDIRECT COSTS</b>	
<b>TOTAL PROGRAM BUDGET</b>	\$ -

**CONTRACTOR'S EEO CERTIFICATION**

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

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

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
(HIPAA)**

**INADVERTENT ACCESS**

Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, 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.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program 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, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or 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 Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

**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.



BabySafeLA.org

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.

## 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.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

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

**Check the Certification below that is applicable to your company.**

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

**OR**

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

---

Signature

---

Date

---

Name and Title of Signer (please print)



## County of Los Angeles

## Notice of Federal Subaward Information

Recipient Information (i)	Federal Award Information (www.usaspending.gov)																																		
<p><b>1. Recipient Name</b></p> <p>Diabetes Care Partners</p> <p><b>2. Vendor Customer Code (VCC)</b></p> <p>17611701</p> <p><b>3. Employer Identification Number (EIN)</b></p> <p>56-2417967</p> <p><b>4. Recipient's Unique Entity Identifier (ii)</b> Data Universal Numbering System (DUNS) (www.SAM.gov)</p> <p>2529143</p> <p><b>5. Award Project Title</b></p> <p>Diabetes Prevention &amp; Management Services</p> <p><b>6. Project Director or Principal Investigator</b> Name: Title: Address:  E-mail:</p> <p><b>7. Authorized Official</b> Name: Tony Song Title: Chief Executive Officer Address: 336 1/2 S. Glendora Ave., Suite # E-mail: West Covina, California 91790 tony@diabetescarepartners.com</p>	<p><b>10. Federal Award Number (1)</b></p> <p>1 NU58DP007384-01-00</p> <p><b>11. Federal Award Date (iv)</b></p> <p>06/14/2023</p> <p><b>12. Unique Federal Award Identification Number (FAIN) (iii)</b></p> <p>NU58DP007384</p> <p><b>13. Name of Federal Awarding Agency (xi)</b></p> <p>Centers for Disease Control and Prevention (CDC)</p> <p><b>14. Federal Award Project Title (x)</b></p> <p>Solutions for Equitable Diabetes Prevention and Management</p> <p><b>15. Assistance Listing Number (xii)</b></p> <p>93.988</p> <p><b>16. Assistance Listing Program Title (xii)</b></p> <p>Cooperative Agreements for State-Based Diabetes Control Programs and Evaluation of Surveillance Systems</p> <p><b>17. Is this Award R&amp;D? (xiii)</b></p> <p>No</p>																																		
<p><b>County Department Information (xi)</b></p> <p>Public Health</p> <p><b>8. County Department Contact Information</b> Name: Barbara Ferrer, PhD., M.P.H., M.Ed. Title: Director Address: 313 North Figueroa Street, Room 806 E-mail: Los Angeles, CA 90012 bferrer@ph.lacounty.gov</p> <p><b>9. Program Official Contact Information</b> Name: Tony Kuo, M.D., M.S.H.S. Title: Director Address: 3530 Wilshire Blvd., Suite 800 E-mail: Los Angeles, CA 90010 Tkuo@ph.lacounty.gov</p>	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="570 966 1559 1018">Summary Federal Subaward Financial Information</th> </tr> </thead> <tbody> <tr> <td data-bbox="570 1018 1218 1060"><b>18. Budget Period Start Date (vi): Date of Execution</b></td> <td data-bbox="1218 1018 1559 1060"><b>End Date: 06/29/2028</b></td> </tr> <tr> <td data-bbox="570 1060 1218 1102"><b>19. Total Amount of Federal Funds Obligated by this Action (vii)</b></td> <td data-bbox="1218 1060 1559 1102">\$ 292,000.00</td> </tr> <tr> <td data-bbox="570 1102 1218 1144">20a. Direct Cost Amount</td> <td data-bbox="1218 1102 1559 1144">\$</td> </tr> <tr> <td data-bbox="570 1144 1218 1186">20b. Indirect Cost Amount (xiv)</td> <td data-bbox="1218 1144 1559 1186">\$</td> </tr> <tr> <td data-bbox="570 1186 1218 1228"><b>20. Authorized Carryover</b></td> <td data-bbox="1218 1186 1559 1228">\$ 0</td> </tr> <tr> <td data-bbox="570 1228 1218 1270"><b>21. Offset</b></td> <td data-bbox="1218 1228 1559 1270">\$ 0</td> </tr> <tr> <td data-bbox="570 1270 1218 1312"><b>22. Total Amount of Federal Funds Obligated this Budget Period (viii)</b></td> <td data-bbox="1218 1270 1559 1312">\$ 292,00.00</td> </tr> <tr> <td data-bbox="570 1312 1218 1354"><b>23. Total Approved Cost Sharing or Matching, where applicable</b></td> <td data-bbox="1218 1312 1559 1354">\$ 0</td> </tr> <tr> <td data-bbox="570 1354 1218 1396"><b>24. Total Federal and Non-Federal Approved this Budget Period (ix)</b></td> <td data-bbox="1218 1354 1559 1396">\$ 292,00.00</td> </tr> <tr> <td data-bbox="570 1396 1218 1438"><b>25. Projected Performance Period Start Date (v): Date of Execution</b></td> <td data-bbox="1218 1396 1559 1438"><b>End Date: 06/29/2028</b></td> </tr> <tr> <td data-bbox="570 1438 1218 1480"><b>26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b></td> <td data-bbox="1218 1438 1559 1480">\$ 292,200.00</td> </tr> <tr> <td data-bbox="570 1480 1218 1522"><b>27. Authorized Treatment of Program Income</b></td> <td data-bbox="1218 1480 1559 1522">N/A</td> </tr> <tr> <td data-bbox="570 1522 1218 1564"><b>28. County Program Officer Signature</b></td> <td data-bbox="1218 1522 1559 1564"></td> </tr> <tr> <td data-bbox="570 1564 1218 1606">Name: Tony Kuo, M.D., M.S.H.S.</td> <td data-bbox="1218 1564 1559 1606"></td> </tr> <tr> <td data-bbox="570 1606 1218 1648">Title: Director</td> <td data-bbox="1218 1606 1559 1648"></td> </tr> <tr> <td data-bbox="570 1648 1218 1782"></td> <td data-bbox="1218 1648 1559 1782">Signature/Date</td> </tr> </tbody> </table>	Summary Federal Subaward Financial Information		<b>18. Budget Period Start Date (vi): Date of Execution</b>	<b>End Date: 06/29/2028</b>	<b>19. Total Amount of Federal Funds Obligated by this Action (vii)</b>	\$ 292,000.00	20a. Direct Cost Amount	\$	20b. Indirect Cost Amount (xiv)	\$	<b>20. Authorized Carryover</b>	\$ 0	<b>21. Offset</b>	\$ 0	<b>22. Total Amount of Federal Funds Obligated this Budget Period (viii)</b>	\$ 292,00.00	<b>23. Total Approved Cost Sharing or Matching, where applicable</b>	\$ 0	<b>24. Total Federal and Non-Federal Approved this Budget Period (ix)</b>	\$ 292,00.00	<b>25. Projected Performance Period Start Date (v): Date of Execution</b>	<b>End Date: 06/29/2028</b>	<b>26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b>	\$ 292,200.00	<b>27. Authorized Treatment of Program Income</b>	N/A	<b>28. County Program Officer Signature</b>		Name: Tony Kuo, M.D., M.S.H.S.		Title: Director			Signature/Date
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<p><b>29. Remarks</b></p> <p>IFB: 2024-002</p>																																			

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/24/2024	
<b>BOARD MEETING DATE</b>	5/7/2024	
<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>	Mental Health	
<b>SUBJECT</b>	Request approval to extend existing Legal Entity Contracts for the continued provision of Specialty Mental Health Services as the current Legal Entities are set to expire on June 30, 2024.	
<b>PROGRAM</b>	N/A	
<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>	5/7/2024	
<b>COST &amp; FUNDING</b>	Approximate total amount per fiscal year \$1.5 Billion	Funding source: funded by various federal, State, and local revenues
	TERMS (if applicable): 7/1/2024 to 6/30/2026	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	This Board Letter will allow DMH to extend the existing Legal Entity Contracts for two fiscal years with one optional extension for the continued provision of Specialty Mental Health Services as the current Legal Entities are set to expire on June 30, 2024.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	DMH is seeking your Board's approval to amend these existing LE Contracts for two FYs through June 30, 2026, due to the implementation of California Advancing and Innovating Medical (CalAIM) Behavioral Health Payment reform and the recent passing of Behavioral Health Services Program and Bond Measure (State Proposition 1). The upcoming MHSA Plan will be for two years through June 30, 2026. Extending the existing Contracts will allow DMH time to adjust for the impacts of CalAIM and to manage current service levels with the passage of Proposition 1.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and 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: Joo Yoon, (Acting Deputy Director) (213) 943-8898, <a href="mailto:jyoon@dmh.lacounty.gov">jyoon@dmh.lacounty.gov</a> Rachel Kleinberg, Senior Deputy County Counsel, (213) 392.6668, <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

May 7, 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 EXTEND EXISTING LEGAL ENTITY CONTRACTS FOR THE  
CONTINUED PROVISION OF SPECIALTY MENTAL HEALTH SERVICES  
EFFECTIVE JULY 1, 2024  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to extend existing Legal Entity Contracts for the continued provision of Specialty Mental Health Services as the current Legal Entities are set to expire on June 30, 2024.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute an amendment (Attachment I) to the existing Department of Mental Health (DMH) Legal Entity (LE) Contracts as identified in Attachment II, to extend the term of the contracts for two Fiscal Years (FYs) ending June 30, 2026, with one optional extension year. The Maximum Contract Amounts (MCA) for each of the LE Contracts for each FY are listed in Attachment II. The total aggregate amount for FYs 2024-25 and FY 2025-26 is \$ 1,542,507,585 per fiscal year, funded by various federal, State, and local revenues.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute new LE Contracts with qualified LE providers not listed in the recommendation above,



for Specialty Mental Health Services (SMHS), provided that: 1) sufficient funds are available; 2) County Counsel approves the LE Contract as to form; and 3) Director or his designee, provide a written notification to the Board and Chief Executive Office (CEO). The term of these contracts will be effective upon execution and will have the same term as the LE Contracts in Recommendation 1.

3. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the LE Contracts in Recommendations 1 and 2 with an option to extend thereafter for one additional FY through June 30, 2027 to: 1) revise the language, 2) add, delete, modify or replace the Service Exhibits and/or Statements of Work; 3) reflect federal, State, and County regulatory and/or policy changes; and 4) revise the annual MCAs, provided that: a) the County's total payment to each LE Contractor will not exceed an increase of more than 25 percent of the applicable MCA, b) sufficient funds are available; and c) the Director, or designee, obtains prior review and approval as to form by County Counsel and provides written notice to the Board and CEO.
4. Delegate authority to the Director, or his designee, to make non-material modifications to the LE Contracts in Recommendations 1 and 2 through administrative amendments or change notices for the following and other similar reasons, as appropriate: change the LE Contractor's business name and/or headquarter address; change, revise, add, or delete the LE Contractor's provider site address(es), site number(s), and/or site name(s); make technical corrections; revise County and Contractor Administration Exhibits; and/or shift funds between currently contracted funded programs, so long as such shift(s) will not cause an increase in the MCA.
5. Delegate authority to the Director, or designee, to terminate the Contracts described in Recommendations 1 and 2 in accordance with the termination provisions, including Termination for Convenience. The Director, or designee, will provide written notification to your Board and CEO of such termination action.
6. Exempt the DMH LE Contracts from the six-month advance notification requirement under Board Policy No. 5.100 when DMH does not have delegated authority to extend the term of the Contract.

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

Board approval of Recommendation 1 will allow DMH to extend the existing LE Contracts for the continued provision of Specialty Mental Health Services (SMHS) for two FYs through June 30, 2026, with an approximate aggregate amount of \$ 3 Billion.

Board approval of Recommendation 2 will allow DMH to execute new DMH LE Contracts

with qualified LE Contractors for the provision of SMHS.

Board approval of Recommendation 3 and 4 will allow DMH to amend and update the LE Contracts in a timely manner, as necessary, for the continuous provision and expansion of mental health services without interruption to clients who are in need of these services.

Board approval of Recommendation 5 will allow DMH to terminate the LE Contracts in accordance with the LE contract's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Board approval of Recommendation 6 will allow DMH to timely amend the existing LE Contracts to allow for continued and expanded provision of services to DMH clients. As the DMH LE Contracts provide a federal entitlement to beneficiaries, the need to amend as expeditiously as possible is essential. Although DMH must obtain Board approval when it exceeds its delegated authority, seeking an additional six-month advance notification to the Board will delay federally entitled services and may expose the department to liability.

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

The recommended actions are consistent with the County's North Star 1, Make Investments that Transform Lives, specifically Focus Area Goal A., Healthy Individual and Families, strategy iii. Behavioral Mental Health and Substance Use Disorder.

### **FISCAL IMPACT/FINANCING**

The FY 2024-25 annual MCA for each LE Contract is listed in Attachment II with a total amount of \$ 1,542,507,585, fully funded as follows: Categorical Funds \$69,335,705, Realignment \$490,194,642, Federal Financial Participation \$691,436,725, State General Funds \$14,918,579, and Mental Health Services Act funds (MHSA) \$276,621,934 and is included in DMH's proposed budget.

Funding for future fiscal years will be requested through DMH's annual budget request process.

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

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

On June 8, 2021, your Board authorized the Director to enter into 131 LE Contracts and delegated authority to sign new ones, all of which are included in the Contracts listed on Attachment II. All Contractors listed in Attachment II have existing LE Contracts with DMH which are set to expire on June 30, 2024.

DMH is seeking your Board's approval to amend these existing LE Contracts to extend the term for two FYs through June 30, 2026, due to the implementation of California Advancing and Innovating Medical (CalAIM) Behavioral Health Payment reform and the uncertainties surrounding the recent Behavioral Health Services Program and Bond Measure (State Proposition 1) Since FY 2023-24 was the first year of CalAIM Implementation a data set has yet to be made available for analysis of the overall impact of CalAIM. Consequently, DMH is still working with contractors to determine the financial impact of CalAIM. Additionally, with the passing of Proposition 1, DMH will need to make various adjustments to the Contract, including its financial provisions and certain programs/services that are funded by current MHPA funds.

Welfare and Institutions (W&I) Code Section 14712 directs the State of California (State) to implement and administer the Managed Mental Health Care for Medi-Cal eligible residents of the State. This W&I Code section requires a contractual agreement between the State and the County to operate as the Mental Health Plan (MHP) responsible for the delivery of SMHS to the County's eligible Medi-Cal beneficiaries. Through the MHP Agreement, DMH agrees to operate as the MHP for the County. The MHP Agreement sets comprehensive requirements for DMH to provide or arrange for the provision of all covered, medically necessary SMHS to Medi-Cal beneficiaries in the County. As such, DMH provides such SMHS through its directly-operated clinics as well as through its numerous LE and 24-Hour Contractors.

On March 30, 2016, the Centers of Medicare and Medicaid Services issued the Parity Rule in the Federal Register to strengthen access to mental health and substance use disorder services for Medi-Cal beneficiaries. The Parity Rule mandates that MHPs ensure access to care through an adequate provider network without unreasonable limitations to the scope or duration of mental health benefits. In order to comply with these requirements, DMH must ensure that an adequate network of providers and services are available throughout the County.

On December 7, 2021, your Board authorized the Directors of DMH, Department of Public Health, and Department of Health Services to negotiate, prepare, execute, and operationalize new and existing agreements with health plans, provider groups, and pharmacy benefit networks necessary to establish or maintain CalAIM initiatives. The CalAIM Behavioral Health Payment Reform initiative was established to move counties away from cost-based reimbursement to enable value-based reimbursement structures that reward better care and quality of life for Medi-Cal Beneficiaries. Payment Reform transitions counties from cost-based reimbursement funding via Certified Public Expenditures (CPEs) to fee for services reimbursement funded via Intergovernmental Transfers (IGTs) eliminating the need for reconciliation to actual costs.

In addition to the impacts of payment reform, the State Proposition 1, Behavioral Health Services Program and Bond Measure has passed and will affect the MHSA by diverting roughly one third of all county MHSA funding currently used to provide mental health services to housing and personalized support services, i.e., employment assistance and education. Therefore, the upcoming MHSA Plan will be for two years through June 30, 2026. Extending the existing Contracts will allow DMH time to adjust for the impacts of CalAIM and to manage current service levels with the passage of Proposition 1.

Attachment I is the amendment to the existing LE Contracts and has been approved as to form by County Counsel.

Attachment II lists the LE Contractors, Supervisorial District(s), and the annual MCAs.

On April 19<sup>th</sup>, 2024, DMH requested exemption to Board Policy No. 5.120 (Authority to Approve Increase to Board-Approved Contract Amounts) (Attachment III) from your Board for Medi-Cal funding in DMH's LE Contracts, and in accordance with the Policy, DMH considers this request approved, as we did not hear otherwise.

Since Medi-Cal is a federal entitlement, the need to amend as expeditiously as possible is essential in order to meet the federal requirement under the Parity Rule, provided that the County has sufficient funds to match these federal funds. Therefore, the delegated authority to increase the MCA up to 25% will allow DMH to amend the LE Contracts in a timely manner for the continuous provision and expansion of mental health services without interruption to clients who are in need of these services/programs.

Under Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board six months in advance of amendments to existing contracts when DMH does not have delegated authority to increase the maximum amount of the current contract. As DMH LE Contracts provide a federal entitlement to beneficiaries, the need to amend as expeditiously as possible is essential. Therefore, DMH is requesting that your Board make an exemption to the six- month advance notification requirement for DMH LE Contracts only.

This exemption will allow DMH to meet the federal requirement under the Parity Rule and allow DMH to amend the LE Contracts in a timely manner for the continuous provision and expansion of mental health services without interruption to clients who are in need of the services/programs.

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

The Honorable Board of Supervisors  
5/7/2024  
Page 6

**IMPACT ON CURRENT SERVICES OR PROJECTS**

Board approval of the recommended actions will allow DMH to continue to provide SMHS and allow DMH to efficiently incorporate changes to LE Contracts in a timely manner.

Respectfully submitted,

LISA H. WONG., Psy.D.  
Director

LHW:CDD:KN:SK:zw:atm

Enclosures

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

CONTRACT NO. \_\_\_\_\_

AMENDMENT NO. \_\_

THIS AMENDMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF LOS ANGELES (hereafter "County"), and \_\_\_\_\_ (hereafter "Contractor").

WHEREAS reference is made to that certain document entitled "Department of Mental Health (DMH) Legal Entity Contract", dated July 1, 2021, and further identified as County Contract No. \_\_\_\_\_, and any amendments hereto (hereafter collectively "Contract"); and

WHEREAS, on May 7, 2024, the County Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute an amendment to the Contract to extend the term of the Contract, add/delete/revise language, and make certain 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, County and Contractor intend to amend this Contract only as described hereunder; and

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

NOW, THEREFORE, County and Contractor agree as follows:

1. This amendment is hereby incorporated into the original Contract, and all its terms and conditions, including capitalized terms defined therein, will be given full force and effect as if fully set forth herein.
2. This amendment is effective July 1, 2024.
3. For Fiscal Year (FY) 2024-25, the Maximum Contract Amount (MCA) is \$\_\_\_\_\_.
4. The term “beneficiaries” will be deleted and replaced with the term “members,” throughout the Contract and Exhibits.
5. Exhibit A (FINANCIAL PROVISIONS)- *revised on May 24, 2023*, Exhibit A-1 (Contractor Claims Certification for Title XIX Short-Doyle Medi-Cal and Title XXI Medicaid Children’s Health Insurance Programs Reimbursements), Exhibit E – (County’s Administration), Exhibit L (Required Supplemental Documents) - \_\_, Exhibit M (Performance Standards and Outcome Measures) are deleted and replaced by Exhibit A - *revised on \_\_\_\_\_, 2024* (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 E – \_\_ (County’s Administration), Exhibit L - \_\_\_\_ (Required Supplemental Documents), and Exhibit M - \_\_ (Performance Standards and Outcome Measures), attached hereto and incorporated herein by reference.
6. Financial Summaries (Exhibits B) for FYs 2024-25 and 2025-26 are added to the Contract, attached hereto and incorporated herein by reference.
7. Exhibit V (Mental Health Services Act Issue Resolution Process Guidelines), will be added to the Contract, attached hereto and incorporated herein by reference.
8. Paragraph 3.1 of the Contract (Work Requirements of Contractor), is amended to add subparagraph 3.1.1:  

“3.1.1 Contractor is responsible for accessing and adhering to the applicable “Policies, Procedures, and Parameters,” on the DMH website at the following link: LAC Department of Mental Health Public Portal (compliancebridge.com).”

9. Paragraph 3.3 of the Contract (Description of Services/Activities), subparagraph 3.3.2, is deleted in its entirety and replaced as follows:

“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 will notify DMH as soon as it is known that criteria are met to no longer accept new clients in accordance with DMH Policy 302.14. Contractor will also thereafter make referrals of new patients/clients to County or other appropriate agencies in accordance with DMH Policy 302.14.”

10. Paragraph 3.5 of the Contract (Nondiscrimination in Services), subparagraph 3.5.1, is deleted in its entirety and replaced as follows:

“3.5.1 Contractor will not discriminate in the provision of services hereunder because of race and/or ethnicity, spirituality or religious affiliation, nationality, ancestry, gender identity, gender expression, age, marital or living partnership status, sexual orientation, physical and/or intellectual disabilities, mental health condition(s), or medical condition(s) (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 3.5.1, discrimination in the provision of services includes, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor will take affirmative steps to ensure that those persons who qualify for services under this Contract



are provided services without regard to ability to pay or source of payment or cultural background inclusive of race and/or ethnicity, spirituality or religious affiliation, nationality, ancestry, preferred language, literacy, communication needs, gender identity, gender expression, age, marital or living partnership status, sexual orientation, physical and/or intellectual disability(ies), mental health condition(s), or medical condition(s).”

11. Paragraph 3.8 of the Contract (Staffing), subparagraph 3.8.1.1, is deleted in its entirety and replaced as follows:

“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 Health Care Services (DHCS) Behavioral Health Notices, and must only function within the scope of practice as dictated by licensing boards/bodies and Policy 600.08.”

12. Paragraph 4.1 of the Contract (TERM) will be revised to add subparagraph 4.1.5 to the Contract as follows:

“4.1.5 Extension Periods:

(3) First Extension Period: The First Extension Period will commence on **July 1, 2024**, and will continue in full force and effect through **June 30, 2025**.

(4) Second Extension Period: The Second Extension Period will commence on **July 1, 2025**, and will continue in full force and effect through **June 30, 2026**.

4.1.5.1 Optional Extension Period: This Contract may be extended for one additional period:

- (5) Optional Extension Period: The optional extension period if exercised will commence on **July 1, 2026**, and will continue in full force and effect through **June 30, 2027**.

13. Exhibit H – Jury Service Ordinance will be deleted in its entirety.

14. Paragraph 8.8. (Jury Service Program) of the Contract, subparagraph 8.8.1 is deleted in its entirety and replaced as follows:

“8.8.1 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.”

15. Paragraph 8.11 of the Contract (Consideration of Hiring GAIN/GROW Participants) is deleted in its entirety and replaced as follows:

“8.11 Consideration of Hiring GAIN /START Participants

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

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

16. Paragraph 8.15 of the Contract (County's Quality Assurance Plan), subparagraphs 8.15.2, 8.15.3 and 8.15.5 are deleted in their entireties and replaced as follows:

"8.15.2 The Contractor's Quality Management Program will be consistent with Department's Quality Improvement Program Policy No. 1100.1 including the Department's Quality Improvement Work Plan and participation in Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 1100.1.

8.15.3 The Contractor's Quality Management Program will be consistent with the Department's Cultural Competence Plan. 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.

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.

“8.15.5 Contractor will maintain accurate and up-to-date information on its Organization (Legal Entity), Provider Site(s), and Practitioners within Network Adequacy: Provider and Practitioner Administration application (<https://lacdmhnact.dynamics365portals.us/>) designed to support compliance with the network adequacy, access-to-care, and provider directory reporting requirements associated with the Medicaid Managed Care Final Rule. Contractor will develop and implement policies and procedures for ensuring the required information is properly reported into the Application in accord with instructions provided by the Department’s Quality Assurance Unit - Quality, Outcomes and Training Division. Failure by Contractor to submit the requested information, documents or materials within the indicated deadline and after County issues a final notice of compliance, may result in the withholding of payments or other contract actions, including but not limited to contract suspension or termination.”

17. Paragraph 8.20 of the Contract (Force Majeure), subparagraph 8.20.1, is deleted in its entirety and replaced as follows:

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

18. Paragraph 8.25 of the Contract (Insurance Coverage), subparagraph 8.25.3, is deleted in its entirety and replaced as follows:

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

19. Paragraph 8.28 of the Contract (Nondiscrimination and Affirmative Action), subparagraphs 8.28.1, 8.28.3, 8.28.4, and 8.28.5, are deleted in their entireties and replaced as follows:

“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 disabilities, 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 will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

- 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 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 will 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, age (over 40), marital or living partnership, 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 will 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/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 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 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.”

20. Paragraph 8.36 of the Contract (Public Records Act) subparagraph 8.36.1 and 8.36.3 are deleted in their entireties and replaced as follows:

“8.36.1 Contractor acknowledges that the County is a public "local entity" subject to the California Public Records Act, Government Code section 7921 et seq. Any documents submitted by the Contractor and all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this contract become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act), and which are marked "trade secret", "confidential", or "proprietary". Upon receipt of a Public Records Act request, County will use reasonable efforts to notify Contractor prior to disclosing any sensitive Contractor information provided to County in connection with this Contract. 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 whatsoever any of the County's rights, obligations, and defenses under the Public Records Act. The



County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

21. Paragraph 8.58 of the Contract (COVID-19 Vaccinations of County Contractor Personnel) is deleted in its entirety from the Contract.

22. Paragraph 8.59 of the Contract (Injury and Illness Prevention Program) is added to the Contract as follows:

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

23. Paragraph 9.6 of the Contract (Data Destruction) is deleted in its entirety and replaced as follows:

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

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 20 business days 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(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.”

24. Paragraph 9.11 of the Contract (Contractor's Exclusion From Participation In A Federally Funded Program), subparagraph 9.11.6 is deleted in its entirety and replaced as follows:

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

25. Paragraph 9.17 (Mental Health Services Act Issue Resolution) is added to the Contract as follows:

“9.17 The California State Department of Health Care Services (DHCS) guidelines require that all Mental Health Service Act (MHSA) issues be documented by DMH. This MHSA Issue Resolution Process (Exhibit Q), developed in collaboration with various public mental health stakeholders, provides information regarding the resolution process to address local issues related to MHSA, access to services and MHSA requirements.”

26. Paragraph 10.0 (Survival) is added to the Contract as follows:

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage

Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.50	Validity
Paragraph 8.51	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 10.0	Survival

27. Contractor shall provide services in accordance with Contractor's FY 2024-25 Service Delivery Plan for the Contract, and any addenda thereto approved in writing by the County's Director of Mental Health or designee.

28. Except as provided in this amendment, all other terms and conditions of the Contract will remain in full force and effect.

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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 County's Director of Mental Health or designee, and Contractor has caused this amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
LISA H. WONG, Psy.D.  
Director  
County of Los Angeles  
Department 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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ATTACHMENT:

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 will pay Contractor in arrears for eligible services provided under the Department of Mental Health (DMH) Legal Entity 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 Legal Entity 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 member 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 must 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 (SOW), and/or Service Exhibit(s) (SE) under the Contract.

- (e) Total reimbursement provided for a Funded Program will be for the support of services and/or activities that benefit a specific member group or program served under the Contract.
- (2) The Contractor must 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 must 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 must be the same as patient fees established pursuant to WIC Section 5710) and from private or public third-party payers. In addition, Contractor will ensure that, to the extent a recipient of services under the Contract is eligible for coverage under Medi-Cal, Medicare or any other federal or State funded program (an eligible member), services provided to such eligible member 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 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 MCA for the Initial Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Legal Entity Contract must not exceed \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) and will consist of Funded Programs as shown in Exhibit B, Financial Summary.

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

- (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 Legal Entity Contract must not exceed



\_\_\_\_\_

\_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_) and will 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 Legal Entity Contract must not exceed \_\_\_\_\_

\_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_) and will consist of Funded Programs as shown in Exhibit B, Financial Summary.

- (3) Reimbursement for First Extension Period: The MCA for the First Extension of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Legal Entity Contract must not exceed \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) and will consist of Funded Programs as shown in Exhibit B, Financial Summary.

- (4) Reimbursement for Second Extension Period: The MCA for the First Extension of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Legal Entity Contract must not exceed \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) and will consist of Funded Programs as shown in Exhibit B, Financial Summary.

- (5) Optional Extension Period (if exercised): The MCA for the Optional Extension Period of the Contract as described in Paragraph 4 (TERM OF CONTRACT) of the DMH Legal Entity Contract must not exceed \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) and will 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, 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 (2) of this Exhibit A (FINANCIAL PROVISIONS) and Paragraph L (PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, AND THIRD-PARTY REVENUES). The rate schedule will be published within 30 calendar days of receipt of new rates or official information

on new rates from State Department of Health Care Services (DHCS). Whenever possible, DMH will publish the rate schedule on or prior to April 1 of each year.

- (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 will be referred to as a "Direct Charge." Such reimbursement will be based on actual costs plus an indirect cost rate, if applicable, expressed as a percentage of actual costs. To the extent an indirect cost rate is charged, a copy of Contractor's indirect cost allocation plan may be required to be submitted to County for program review and/or audit.
  - (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 must 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 will 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 must 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 must 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, must 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) With the exception of CalWORKs MHS Non-MC and GROW Non-MC Funded Programs, 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) For CalWORKs MHS Non-MC and GROW Non-MC funded programs, Contractor must submit all eligible claims, including replacement claims, routinely and frequently, and no later than one week after the end of the month in which the eligible services are rendered. For example, claims for eligible July services must be submitted by the first week of August. Any late billings falling outside of the date approved and specified by DMH may preclude payment from the Department of Public Social Services, which may result in non-payment.
  - (c) Notwithstanding Subparagraphs (3) (a) and (b) 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.

- (d) In addition to all other limitations provided in this Paragraph E (BILLING PROCEDURES), claims for all services provided through June 30<sup>th</sup> of a given fiscal year under Categorically Funded Programs as set forth in Exhibit B, Financial Summary, must be entered into the County's claims processing information system no later than July 15<sup>th</sup> of the subsequent fiscal year, or as agreed to by the Director.
- (e) 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 will not seek or retain payment from County and must 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 must be handled by Contractor in accordance with the applicable State, federal, or other agency's administrative appeal process.
- (f) Contractor must, 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 will be pursuant to the DMH Legal Entity Contract, Subparagraph 8.34 (NOTICES), and such notification will also be made by Contractor to the DMH Chief Information Office Bureau's (CIOB) Help Desk.
  - i. Contractor must 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.
- (g) 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 E (BILLING PROCEDURES) in the event of any such County issue(s). Once County has notified Contractor that its issues are resolved, Contractor will enter billing information into the County's claims processing information system within 30 calendar days of County's notice unless otherwise agreed to by County and Contractor.

To the extent that issues identified pursuant to Subparagraph (3) (f) of this Paragraph E (BILLING PROCEDURES) require that Contractor modify its procedures for entering claims into the County's claims processing information system, Contractor will 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) (f) of this Paragraph E (BILLING PROCEDURES) must be extended by the amount of time required to implement such modifications.

- (h) County may modify the County's claims processing information system at any time in order to comply with changes in, or interpretations of, State or federal laws, rules, regulations, manuals, guidelines, and directives. County will notify Contractor in writing of any such modification and the reason, if known, for the modification and the planned implementation date of the modification. To the extent that such modifications create a delay in Contractor submitting claims into the County's claims processing information system for a period of time, the timelines under this Paragraph E (BILLING PROCEDURES) will be extended by the number of calendar days reasonably based on the time the system is inactive.
- (4) Direct Charges: Contractor must submit invoices for Direct Charges by the dates as indicated in the table below, unless otherwise required to comply with grant and/or funding source requirement, in which case DMH will provide written notification to Contractor. If the 'Last Day to Submit' as indicated in the table below falls on a weekend or holiday, invoice(s) must be submitted by the following business day. Contractor must assign a unique invoice number to each invoice. Such invoice will be in the form and include the content specified by County for each Funded Program. Invoices must be submitted pursuant to Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS). Failure to comply with the terms specified in Subparagraph (4) of this Paragraph E (BILLING PROCEDURES) may result in non-payment of said invoice.

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<b>Month Expenses Incurred or Accrued:</b>	<b>Last Date to Submit:</b>
July	September 15 <sup>th</sup>
August	October 15 <sup>th</sup>
September	November 15 <sup>th</sup>
October	December 15 <sup>th</sup>
November	January 15 <sup>th</sup>
December	February 15 <sup>th</sup>
January	March 15 <sup>th</sup>
February	April 15 <sup>th</sup>
March	May 15 <sup>th</sup>
April	June 15 <sup>th</sup>
May	July 15 <sup>th</sup>
June	August 15 <sup>th</sup> (July 15 <sup>th</sup> for Categorical Funded Programs per Paragraph E(4)(a))

- (a) In addition to all other limitations provided in this Paragraph E (BILLING PROCEDURES), Direct Charges for all services provided through June 30<sup>th</sup> of a given fiscal year under Categorically Funded Programs as set forth in Exhibit B, Financial Summary, will be submitted to the persons and at the addresses identified in Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS) no later than July 15<sup>th</sup> of the subsequent fiscal year, or as agreed to by the Director.

**F. COUNTY PAYMENT FOR SERVICES RENDERED**

- (1) County Payments: After Director's review and approval of the billing (i.e., claim or invoice), County will pay Contractor in accordance with the following:
- (a) County will make good faith efforts to make payments for services billed through the County's claims processing information system as soon as possible after submission and approval, subject to the limitations and conditions specified in the Contract, but within 60 calendar days after submission and approval. County will make available a schedule of anticipated payment dates for claims submitted by Contractor into the County's claims processing information system on or prior to July 1 of each year.
- (b) Payments for services or Direct Charges billed through invoices will 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, Second Automatic Renewal Period and any Extension Periods must not be more than the Maximum Contract Amount (MCA) specified in Contract for the Initial Period, First Automatic Renewal Period, Second Automatic Renewal Period, and any Extension Periods respectively.
  - (a) In addition to the general limitation of Paragraph G (2), above, in no event must 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, Second Automatic Renewal Period and any Extension Period, as applicable.
  - (b) Contractor will 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, Second Automatic Renewal or any Extension Period of the Contract.
    - (i) Contractor will send such notice to those persons and addresses which are set forth in the DMH Legal Entity 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) will 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 must 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 will be effected by a written 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 must 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 records that the Contractor failed to deliver required deliverable(s) associated with such Direct Charge(s), County will have the right to adjust and/or recover payment(s) associated with such Direct Charge(s). The recovery from Contractor must 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 will have the right to adjust claims based upon data and information that may include, but is not limited to, County's claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and 835 data, all of which will supersede and take precedence over the claimed amount submitted by Contractor.
- (4) Adjustment of Claims for Contract Compliance: The Director, in their sole discretion and at any time and without prior written notice to Contractor, may take any necessary actions required to ensure that Contractor will not be paid a sum in excess of the amount due to the Contractor under the terms and conditions of 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 must 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 will 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 will, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.
- (c) Within 15 calendar days of said meeting, County will, in writing, notify Contractor of its final decision which may include County's request to Contractor to void said claims in the County's claim processing information system. The decision of the Director will be final.
- 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.
- (5) No Payment for Services Rendered Following Expiration/Termination of Contract: Contractor must 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of the Contract will not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of the Contract.

- (6) Contractor agrees to hold harmless both the State and member in the event County cannot or will not pay for services performed by Contractor pursuant to 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 will also be reduced accordingly. The County's notice to the Contractor regarding said reduction in payment obligation must 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 H (LIMITATIONS OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS) and Subparagraph (5) of Paragraph I (CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS), the Contractor must continue to provide all of the services set forth in the Contract.
- (4) Notwithstanding any other provision of the Contract, County will 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 will terminate as of June 30<sup>th</sup> of the last fiscal year for which funds were appropriated. County will 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 will 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 must 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 member under one Funded Program to another Funded Program unless the recipient is also an eligible member under the second Funded Program. When a recipient of services is an eligible member under more than one Funded Program, Contractor must charge the services to the Funded Program under which the County will receive maximum reimbursement from non-County sources, provided that Contractor has available funds under the appropriate Funded Program.
- (4) Contractor also must not charge services delivered to an eligible member 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 must 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).

- (5) Contractor will 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 must provide 30 calendar days prior written notice to County. Contractor will thereafter refer clients to County or to another appropriate Contractor.
  - (a) Contractor will 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 H (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 will 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 must 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 must 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 contact 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 must 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 will 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 must 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 will 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, must 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 must 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 will 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 must 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 will 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 will 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 must 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 must 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) will 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 must 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 will pursue and report collection of all patient/client and other revenue.
  - (c) Contractor must 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 must be utilized by Contractor only for the delivery of mental health services/activities specified in the Contract.
  - (a) To the extent patient/client fees and third party revenues, are collected and are not adjusted in the applicable claim(s), Contractor will report and repay such patient/client fees and third party revenues by September 30<sup>th</sup> following the end of fiscal year, in accordance with Paragraph P (PAYMENT BY CONTRACTOR TO COUNTY).

**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 Term, the First Automatic Renewal Period, the Second Automatic Renewal Period or any Extension

Period, Contractor may request in writing from County a monthly County General Fund CFA as herein described.

- (3) CFA disbursement(s), if any, will 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 Legal Entity 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 must 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 15<sup>th</sup> 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 their sole discretion, will 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's receipt of reimbursement claim from Contractor.
- (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 must 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 will 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 will 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 will 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 their sole discretion, to constitute an extraordinary circumstance beyond Contractor's control. The County, in its sole discretion, will 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 must 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 will 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 rendering and submitting 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> date, 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 will initiate recovery of the outstanding CFA balance within 30 calendar

days. Repayment by Contractor will be in accordance with Paragraph P (PAYMENT BY CONTRACTOR TO 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-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 will exercise cash management of such CFA in a prudent manner.

**N. OTHER REQUIREMENTS FOR CONTRACTORS**

- (1) Contractor must 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 must submit, financial data/reports 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/reports 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 must 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 must 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 must 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 County by the Contractor, Contractor will make payment to the County in accordance with the terms of Paragraph P (PAYMENTS BY CONTRACTOR TO COUNTY). Payment will be submitted to the persons and at the address identified in Paragraph U (PAYMENT AND INVOICE NOTIFICATIONS).
  - (c) If the audit findings result in an amount due to Contractor by the County, County will initiate the payment process to Contractor within 30 days of receiving the audit report.
- (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 must indicate the persons and address to which the appeal should be directed. County must 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 must make payment to the County as instructed in the written notification of the amount due.
  - (b) If applicable, Director, in their sole discretion, will 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 will 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 will 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**

- (1) Contractor must 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 will 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 will be made by an amendment pursuant to the DMH Legal Entity Contract Subparagraph 8.1 (AMENDMENTS).
  - (b) All changes requested by the Contractor will 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 will provide all reports, data, and other information requested by the County within 15 calendar days of County's request.

- (a) Contactor's request for consideration of an increase in the MCA or in a 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 will 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 will 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, Second Automatic Renewal Period, or any Extension 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.
  - i. Director, or designee will notify County's Board of Supervisors and the Chief Executive Officer of all Contract changes in writing.

**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 and/or Second Automatic Renewal/Extension Period(s) as described in the DMH Legal Entity 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 and/or Second Automatic Renewal/Extension Period(s) as described in the DMH Legal Entity Contract, Paragraph 4 (TERM OF CONTRACT) and/or expiration or termination of the Contract. This Paragraph T must 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 funding 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 must reflect maximization of federal and other funding based on Contractor's actual, eligible services provided and 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 will be in the form of an executed amendment to the Contract. In addition, the Director, at their 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/Extension Period(s) as described in the DMH Legal Entity Contract, Paragraph 4 (TERM OF CONTRACT) and/or after the Contract has expired or terminated.

**U. PAYMENT AND INVOICE NOTIFICATIONS**

- (1) Contractor must 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 will be submitted in the specified electronic tracking system.
- (2) Contractor will submit all remittances and payments for amounts due to the County under the Contract to the following:

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

**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 as 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 will 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 will, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present 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 will, 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 will 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/or 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 will 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 will, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that

led the County to take such actions and may propose alternative 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 will, 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 LE Contract, will 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 will 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**

Legal Entity: \_\_\_\_\_

Legal Entity Number: \_\_\_\_\_

Claims for services/activities with dates of services: \_\_\_\_\_ through \_\_\_\_\_.

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 Legal Entity claimant; that the amounts for which reimbursement will be claimed for Medi-Cal and Medicaid Children's Health Insurance Program (MCHIP) services to be rendered during the above indicated fiscal year and to be claimed to the County of Los Angeles Department of Mental Health will be in accordance with the terms and conditions of the Legal Entity Contract; and that to the best of my knowledge and belief, each claim will be in all respects true, correct, and in accordance with State and federal law and regulation. I agree and certify under penalty of perjury that all claims for services to be provided to county mental health clients will be provided to the clients by this Legal Entity. The services will be provided in accordance with the client's written treatment plan. I agree and certify under penalty of perjury that no services will be submitted for the Legal Entity, nor any of its staff members who are restricted, excluded, and/or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part. This certification covers staff members who are directly included on the claim or any staff member whose time is included on the claim, but whose identifying Name and National Provider ID are not included if they were a co-practitioner in the service. This Legal Entity also certifies that all information submitted to the County Department of Mental Health will be accurate and complete. This Legal Entity 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 Legal Entity agrees to keep a printed representation of all records for a minimum period specified in its Legal Entity Contract with County, which must completely reflect the extent of services furnished to the client. The Legal Entity agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the County of Los Angeles Department of Mental Health, California Department of Health Care Services Medi-Cal Fraud Unit, California Department of Justice, Office of the State Controller, U.S. Department of Health and Human Services, or their duly authorized representatives. The Legal Entity also agrees that services will be offered and provided without discrimination based on race and/or ethnicity, spirituality or religious affiliation, nationality, ancestry, preferred language, literacy, communication needs, gender identity, gender expression, age, marital or living partnership status, sexual orientation, physical and/or intellectual disability(ies), mental health condition(s), or medical condition(s).

FURTHER, I HEREBY CERTIFY under penalty of perjury to the following:

1. Services provided will be medically necessary as defined under DHCS BHIN 21-073.
2. The member will be determined to be eligible to receive Medi-Cal services at the time the services are provided to the member.
3. The services to be included in the claims will actually be provided to the member.
4. For any services that require authorization as indicated in DHCS BHIN 22-016, all authorization requirements will be met prior to service delivery.

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

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

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

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

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

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

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

## Financial Summary (Exhibit B)

LE Name:  
LE No.:Amendment No.:  
Fiscal Year:Agreement No.:  
Fin Sum No.:

A	B	C	E
Rank	Funded Programs	Medi-Cal Reimbursable <sup>1</sup>	Funded Program Amount (Gross)
<b>Categorically Funded Programs</b>			
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	CalWORKs MHS Non-MC	N	
22	CalWORKs Coordinated Entry System Invoice	N	
23	Post-Release Community Supervision-Community Reintegration Prog Non-MC	N	
24	Post-Release Community Supervision-Community Reintegration Prog Invoice	N	
25	Post-Release Community Supervision-Community Reintegration Prog MC	Y	
26	DPH Dual Diagnosis Non-MC	N	
27	Mobile Crisis Outreach Teams (MCOT) Non-MC	N	
28	Mobile Crisis Outreach Teams (MCOT) Invoice	N	
29	Mobile Crisis Outreach Teams (MCOT) Startup Fund Invoice	N	
30	Mobile Crisis Outreach Teams (MCOT) MC	Y	
<b>Federal/State Revenue</b>			
31	Federal/State Revenue MC	Y	
<b>Realignment Funded Programs</b>			
32	DMH Mental Health Services Non-MC	N	
33	DMH Mental Health Services Invoice	N	
34	DMH Mental Health Services Startup Fund Invoice	N	
35	DMH Mental Health Services MC	Y	
36	DMH IMD Step Down Non-MC	N	
37	DMH IMD Step Down Invoice	N	
38	DMH IMD Step Down MC	Y	
39	DMH Intensive Subacute - High Acuity Services Non-MC	N	
<b>MHSA Funded Programs</b>			
40	MHSA Full Service Partnership Non-MC	N	
41	MHSA Full Service Partnership Invoice	N	
42	MHSA Adult Full Service Partnership Incentives Invoice	N	
43	MHSA Child Full Service Partnership Incentives Invoice	N	
44	MHSA Full Service Partnership Startup Fund Invoice	N	
45	MHSA Full Service Partnership MC	Y	
46	MHSA Outpatient Care Services Non-MC	N	
47	MHSA Outpatient Care Services Invoice	N	
48	MHSA Outpatient Care Services Startup Fund Invoice	N	
49	MHSA Outpatient Care Services MC	Y	
50	MHSA Alternative Crisis Services Non-MC	N	
51	MHSA Alternative Crisis Services Invoice	N	
52	MHSA Alternative Crisis Services Patch Invoice	N	
53	MHSA Alternative Crisis Services Startup Fund Invoice	N	
54	MHSA Alternative Crisis Services MC	Y	
55	MHSA Housing Supportive Services Program Non-MC	N	
56	MHSA Housing Supportive Services Program Invoice	N	
57	MHSA Housing Supportive Services Program MC	Y	
58	MHSA Linkage Services Invoice	N	
59	MHSA Planning, Outreach, & Engagement Non-MC	N	
60	MHSA Prevention & Early Intervention (PEI) Non-MC	N	
61	MHSA PEI Invoice	N	
62	MHSA PEI Startup Fund Invoice	N	
63	MHSA PEI MC	Y	
<b>Maximum Contract Amount (MCA)</b>			<b>\$ -</b>

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

v4/9/2024

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**DIRECTOR OF MENTAL HEALTH:**

Name: Lisa H. Wong, Psy.D

Title: Director

Address: 510 S. Vermont Avenue

Los Angeles, CA 90020

Telephone: (213) 947-6670

E-Mail Address: [LWong@dmh.lacounty.gov](mailto:LWong@dmh.lacounty.gov)

**COUNTY MONITORING MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 510 S. Vermont Avenue, 15<sup>th</sup> Floor

Los Angeles, CA 90020

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACT LEAD:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT ADMINISTRATOR**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## 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 of the update or revision 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, 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, 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.
- 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. **Subcontracts List** – List of all subcontractors. Contractors must have *prior written approval* from DMH in order to enter a particular subcontract.

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

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

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.**



10. **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.
11. **Exhibit Q - Information Security and Privacy Requirements for Contracts** – Contractor must access the link above for updated information annually.
12. **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.
13. **Exhibit S - Confidentiality Oath for Non-DMH Workforce Members** – Contractor must access the link above, sign the exhibit and submit annually to DMH.
14. **Exhibit T - Electronic Data Transmission Trading Partner Exhibit (TPE)** – Contractor must access the link above, sign the exhibit and submit annually to DMH.

Contractor must 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: \_\_\_\_\_

Legal Entity Number: \_\_\_\_\_

Pursuant to the Legal Entity Contract, Paragraph 8.15 COUNTY'S QUALITY ASSURANCE PLAN, Contractor will 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 Legal Entity 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 Legal Entity 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.	Service Request Log (SRL), Service Request Tracking System (SRTS), County DMH's claims
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 for routine requests, 15 business days of request for psychiatry requests, and 48 hours of request for urgent requests.	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
		Early Intervention services result in symptom reduction	PEI pre and post treatment outcome measures entered in Outcome Measures Application

<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

**LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH MENTAL  
HEALTHSERVICES ACT (MHSA) ISSUE RESOLUTION PROCESS(IRP) GUIDELINES**

A. Los Angeles County Department of Mental Health (local) Issue Resolution Principles:

Issues regarding MHSA should initially be addressed at the local level<sup>1</sup>. The local process should be completed in an expedient manner, with decisions being consistent with MHSA statutes and regulations. General principles and processes for a local MHSA issue resolution process should include:

1. The right for an Issue Filer to bring an issue forward.
2. The review of an issue by an impartial body.
3. Written notification of the outcome to the Issue Filer.

B. Issues Appropriate for this Process:

1. Allegations of lack of access to appropriate mental health services;
2. Violation of statute or regulations relating to use of MHSA funds;
3. Non-compliance with the General Standards pursuant to Welfare and Institutions Code §3320<sup>2</sup>
4. Inconsistency between the approved MHSA Plan and its implementation;
5. Concerns that the local MHSA Community Program Planning Process does not meet requirements of State law and/or regulation; and
6. Allegations that the use of MHSA funds will result in supplantation.

C. How to Submit an MHSA Issue:

A filer has three options to submit an issue:

1. An issue can be filed with a provider/facility.
  - a. The filer will follow the process put in place by the provider/facility.
  - b. All facilities must keep a MHSA issue log that tracks any issues that are filed at the facility related to care provided using MHSA dollars. The log must include the nature of the issue, the disposition of any investigation into the issue, and if the investigation has been closed what was the outcome. A copy of the log needs to be emailed securely to DMH on a quarterly basis (September 30<sup>th</sup>, December 31<sup>st</sup>, March 31<sup>st</sup> and June 30<sup>th</sup>): mhsadmin@dmh.lacounty.gov.
2. An issue can be filed using the following link: [MHSA Issue Resolution Form](#)
3. An issue can be filed in person at 510 S. Vermont Avenue, 1<sup>st</sup> floor, Los Angeles, CA 90020.

D. What to Expect When Filing an Issue Using the Portal or In-Person

1. The MHSA Administration & Oversight Division will investigate the issue and try to resolve it.
2. If the issue is resolved, the Issue Filer will receive a notification of resolution in writing.

E. Process if the Filer Does Not Agree with the Local Resolution

If the filer does not agree with the local resolution, the filer may file an appeal with the following agencies:

- Department of Health Care Services (DHCS) at:  
Department of Health Care Services  
Mental Health Services Division  
Attention: MHSA Issue Resolution Process  
1500 Capitol Avenue, MS 2702  
P.O. Box 997413  
Sacramento, CA 95899-7 413  
Phone: (916) 319-9758  
Email: [mhsa@dhcs.ca.gov](mailto:mhsa@dhcs.ca.gov)
- Mental Health Services Oversight and Accountability Commission (MHSOAC)  
1325 J Street, Suite 1700  
Sacramento, CA 95814  
Phone: (916) 445-8696  
Fax: (916) 445-4927  
Email: [MHSOAC@mhsoac.ca.gov](mailto:MHSOAC@mhsoac.ca.gov)

The IRP is subject to revision as needed.

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<sup>1</sup> As a general rule, DHCS will require that the local issue resolution process be accessed and exhausted but understands that, in some instances, this may not be possible. Each case will be reviewed accordingly.

<sup>2</sup> Community Collaboration. Cultural Competence, Client Driven, Family Driven. Wellness, Recovery, and Resilience Focused, and Integrated Service Experiences for clients and their families.

COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
LEGAL ENTITY PROVIDERS  
FISCAL YEARS 2024-25 AND 2025-26

ATTACHMENT II

Contract Number	LE No.	Supervisory District Service Location	Organization Name	MCA FY 2024-25	MCA FY 2025-26
MH122136	00256	2	1736 Family Crisis Center	405,582	405,582
MH122137	00177	3	Alcott Center for Mental Health Services	6,934,593	6,934,593
MH122138	00173	1,4,5	Alma Family Services	14,562,591	14,562,591
MH122141	00180	1,4	Amanecer Community Counseling Services, a	12,839,097	12,839,097
MH122143	00409	1, 2	ASC Treatment Group dba The Anne Sippi Cl	843,389	843,389
MH122144	01167	2	Asian American Drug Abuse Program, Inc.	261,453	261,453
MH122145	01800	1	Asian Pacific Health Care Venture, Inc.	142,142	142,142
MH122146	00467	4	ASPIRAnet	2,042,659	2,042,659
MH122147	00175	2	Barbour and Floyd Medical Associates	9,878,061	9,878,061
MH122148	01273	4	Bayfront Youth and Family Services	4,475,632	4,475,632
MH122149	01150	1, 3	Behavioral Health Services, Inc.	1,487,132	1,487,132
MH122150	02232	5	Bourne, Inc.	1,426,000	1,426,000
MH122151	02038	1,5	Boys Republic	4,039,000	4,039,000
MH122152	00274	1,3	Braswell Rehabilitation Institute for Developm	7,369,453	7,369,453
MH122153	01192	2, 5	California Institute of Health & Social Services	2,718,701	2,718,701
MH122154	01209	1,5	Center for Integrated Family and Health Serv	2,211,096	2,211,096
MH122155	00210	5	Child and Family Center	14,642,636	14,642,636
MH122156	00207	3, 5	Child and Family Guidance Center	34,285,710	34,285,710
MH122158	00783	4	ChildNet Youth and Family Services, Inc.	20,958,829	20,958,829
MH122159	00668	1,2,4, 5	Children's Bureau of Southern California	28,985,925	28,985,925
MH122160	00179	3	Children's Hospital Los Angeles	20,361,747	20,361,747
MH122161	00591	1,2,4	Children's Institute, Inc.	31,357,138	31,357,138
MH122162	00181	4	Community Family Guidance Center	8,372,436	8,372,436
MH122163	00779	2,4,5	Counseling and Research Associates dba Ma	22,541,869	22,541,869
MH122164	00694	5	Counseling4Kids	7,763,472	7,763,472
MH122174	00778	1,5	D' Veal Corporation dba D'Veal Family and Yc	9,359,878	9,359,878
MH122166	02220	2	Dangerfield Institute of Urban Problems, Inc.	3,111,000	3,111,000
MH122169	00183	2	Didi Hirsch Psychiatric Service	37,259,182	37,259,182
MH122170	01285	1,2	Dignity Community Care dba California Hospit	3,870,370	3,870,370
MH122171	00316	2	Disability Community Resource Center	203,903	203,903
MH122172	02230	4	Dream Home Care, Inc.	1,164,000	1,164,000
MH122173	01181	2	Drew Child Development Corporation, Inc.	3,783,286	3,783,286
MH122175	01853	1	Eggleston Youth Centers, Inc.	4,803,955	4,803,955
MH122301	TBD	2	Ehab Yaccob (Brain Health)	10,834,844	10,834,844
MH122176	00185	3	El Centro de Amistad	7,634,988	7,634,988
MH122177	01250	1	El Centro del Pueblo	1,412,751	1,412,751
MH122178	01311	1,2	Emotional Health Association dba SHARE! Th	2,018,573	2,018,573
MH122179	00188	1	ENKI Health Services, Inc.	44,901,836	44,901,836
MH122180	00995	1	Ettie Lee Homes, Inc.	1,767,538	1,767,538

COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
LEGAL ENTITY PROVIDERS  
FISCAL YEARS 2024-25 AND 2025-26

ATTACHMENT II

Contract Number	LE No.	Supervisory District Service Location	Organization Name	MCA FY 2024-25	MCA FY 2025-26
MH122181	01567	2	Exceptional Children's Foundation	2,589,615	2,589,615
MH122182	00527	1,2,4	Exodus Recovery, Inc.	24,345,827	24,345,827
MH122183	02082	NA	Fields Comprehensive Youth Services, Inc.	543,600	543,600
MH122184	00302	1	Filipino-American Service Group, Inc.	86,882	86,882
MH122185	00647	1,5	Five Acres - The Boys' & Girls' Aid Society of	27,896,332	27,896,332
MH122186	02294	2,4,5	Fleming & Barnes, Inc. dba Dimondale Adoles	3,688,000	3,688,000
MH122187	00870	1,2,4	Florence Crittenton Services of Orange Count	11,193,166	11,193,166
MH122188	00724	1,3,5	Foothill Family Service	17,209,934	17,209,934
MH122189	00300	4	For The Child, Inc.	2,205,818	2,205,818
MH122190	02235	1	Garces Residential Care Services	584,751	584,751
MH122191	00190	1	Gateways Hospital and Mental Health Center	20,428,782	20,428,782
MH122192	00174	2,3,4	Hamburger Home dba Aviva Family and Child	16,184,339	16,184,339
MH122193	00192	1,2,3,5	Hathaway-Sycamores Child and Family Serv	85,681,769	85,681,769
MH122194	00697	5	Haynes Family of Programs, Inc.	7,241,011	7,241,011
MH122195	00348	1,5	HealthRIGHT 360	9,222,709	9,222,709
MH122196	01232	1	Helpline Youth Counseling, Inc.	3,715,447	3,715,447
MH122197	00965	2,4,5	Heritage Clinic and The Community Assistanc	12,078,867	12,078,867
MH122198	02194	1,5	Heritage Group Homes, Inc.	3,420,000	3,420,000
MH122199	00321	1,4,5	Hillsides	26,761,397	26,761,397
MH122200	00194	3	Hillview Mental Health Center, Inc.	12,449,094	12,449,094
MH122201	00508	2,4,5	Homes for Life Foundation	1,621,484	1,621,484
MH122202	02205	2	Humanistic Foundation, Inc. dba New Concep	1,042,000	1,042,000
MH122203	01981	2,3,4,5	Institute for Family Centered Services, Inc.	8,991,698	8,991,698
MH122204	00699	1,2,5	Institute for Multicultural Counseling and Educ	11,920,714	11,920,714
MH122205	01521	2,3	Jewish Family Service of Los Angeles	2,602,946	2,602,946
MH122206	01563	1,4	JWCH Institute, Inc.	3,291,456	3,291,456
MH122207	00197	2	Kedren Community Health Center, Inc.	51,132,009	51,132,009
MH122209	01794	3	Korean American Family Services, Inc.	563,741	563,741
MH122210	00326	2	Koreatown Youth and Community Center, Inc	1,794,408	1,794,408
MH122213	00304	3	Los Angeles LGBT Center	1,335,922	1,335,922
MH122292	00315	2,3	Los Angeles Unified School District	8,307,935	8,307,935
MH122214	02083	1	Luvlee's Residential Care, Inc. dba New Dawn	308,000	308,000
MH122289	02289	NA	Mary's Shelter dba Mary's Path	2,122,000	2,122,000
MH122215	01034	5	Maryvale	4,146,136	4,146,136
MH122216	00971	1,5	McKinley Children's Center, Inc. dba McKinley	10,257,490	10,257,490
MH122217	00200	4	Mental Health America of Los Angeles	26,869,913	26,869,913
MH122299	02397	2	Mindful Growth Foundation	795,294	795,294
MH122218	01142	3	New Directions, Inc.	949,319	949,319
MH122135	TBD2	1	Nuevo Amanecer Latino Children's Services	225,000	225,000

COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
LEGAL ENTITY PROVIDERS  
FISCAL YEARS 2024-25 AND 2025-26

ATTACHMENT II

Contract Number	LE No.	Supervisory District Service Location	Organization Name	MCA FY 2024-25	MCA FY 2025-26
MH122219	00518	4,5	Olive Crest	4,455,196	4,455,196
MH122220	00859	4	One In Long Beach, Inc.	296,309	296,309
MH122221	00781	1, 3, 5	Optimist Boys' Home and Ranch, Inc.	11,382,178	11,382,178
MH122222	00579	2,3,4	Pacific Asian Counseling Services	6,502,777	6,502,777
MH122271	00120	1,2,3,4,5, Out of County	Pacific Clinics (Uplift Family Services)	100,932,655	100,932,655
MH122224	01169	1,2	Para Los Ninos	5,030,735	5,030,735
MH122225	01228	5	Pasadena Unified School District	2,660,959	2,660,959
MH122226	00801	N/A	Pathways Community Services LLC	8,279,719	8,279,719
MH122228	00201	3	Penny Lane Centers dba Penny Lane	37,819,353	37,819,353
MH122229	01194	2,5	Personal Involvement Center, Inc.	6,939,974	6,939,974
MH122230	00805	3	Phoenix Houses of Los Angeles, Inc.	4,807,013	4,807,013
MH122231	02286	2	Prime Healthcare Services - St. Francis, LLC	2,003,673	2,003,673
MH122298	02364	2	Project IMPACT Inc.	3,321,298	3,321,298
MH122232	01961	4	Project Return Peer Support Network	6,446,377	6,446,377
MH122233	00217	3	Providence Saint John's Health Center	4,117,505	4,117,505
MH122234	02172	5	Rancho San Antonio Boys Home, Inc.	6,074,000	6,074,000
MH122288	02125	4	Rite of Passage Adolescent Treatment Center	760,000	760,000
MH122235	00208	3	San Fernando Valley Community Mental Health	46,319,485	46,319,485
MH122236	00320	1,5	San Gabriel Children's Center, Inc.	4,610,183	4,610,183
MH122238	00558	2,4	SHIELDS for Families	11,641,485	11,641,485
MH122239	00212	1,5	Social Model Recovery Systems, Inc.	6,207,277	6,207,277
MH122240	00213	2	South Bay Children's Health Center Association	1,625,100	1,625,100
MH122241	00506	2,4	Southern California Health & Rehabilitation Program	36,731,276	36,731,276
MH122242	00214	1,2,3,4,5	Special Service for Groups, Inc.	67,534,186	67,534,186
MH122243	01160	1,4	SPIRITT Family Services, Inc.	3,424,673	3,424,673
MH122244	01186	1,2	St. Anne's Family Services	12,368,627	12,368,627
MH122245	00218	2, 3	St. Joseph Center	10,263,593	10,263,593
MH122246	00543	4	Star View Behavioral Health, Inc.	50,132,327	50,132,327
MH122247	00215	3	Step Up on Second St., Inc.	15,124,671	15,124,671
MH122248	00216	3	Stirling Academy, Inc.	2,670,803	2,670,803
MH122253	01156	3,4,5	Tarzana Treatment Centers, Inc.	26,613,973	26,613,973
MH122254	00108	1, 4	Telecare Corporation	22,964,215	22,964,215
MH122255	01379	2,4,5	Tessie Cleveland Community Services Corporation	21,405,869	21,405,869
MH122256	01066	5	The Children's Center of the Antelope Valley	2,838,859	2,838,859
MH122257	00191	2,4	The Guidance Center	17,251,571	17,251,571
MH122258	00198	2,3	The Help Group Child and Family Center	17,489,632	17,489,632
MH122259	00171	1,5	The Institute for the Redesign of Learning	12,252,022	12,252,022
MH122260	00305	1,3,5	The People Concern	18,568,443	18,568,443
MH122261	00984	3	The Regents of the University of California, Los Angeles	4,603,649	4,603,649

COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
LEGAL ENTITY PROVIDERS  
FISCAL YEARS 2024-25 AND 2025-26

ATTACHMENT II

Contract Number	LE No.	Supervisory District Service Location	Organization Name	MCA FY 2024-25	MCA FY 2025-26
MH122263	01224	3,4	The Village Family Services, Inc.	9,462,027	9,462,027
MH122291	02317	2	The Virtuous Woman, Inc.	396,000	396,000
MH122264	00195	1,4	The Whole Child - Mental Health & Housing S	10,643,391	10,643,391
MH122265	01171	5	Tobinworld	2,557,854	2,557,854
MH122266	00630	5	Topanga-Roscoe Corporation dba Topanga W	1,344,594	1,344,594
MH122268	01026	1	Trinity Youth Services	2,134,889	2,134,889
MH122269	00938	1	United American Indian Involvement, Inc.	2,256,744	2,256,744
MH122270	01806	2	University Muslim Medical Association, Inc.	993,920	993,920
MH122272	00118	5	Victor Treatment Centers, Inc. dba Willow Cre	2,994,247	2,994,247
MH122273	01044	1	VIP Community Mental Health Center, Inc. (V	14,177,119	14,177,119
MH122274	00196	2	Vista Del Mar Child and Family Services	17,998,547	17,998,547
MH122276	01798	2,4	Wayfinder Family Services	5,942,928	5,942,928
MH122277	00199	1,2	Wellnest Emotional Health & Wellness	27,900,433	27,900,433
MH122297	02363	5	ZOE International	396,000	396,000
				-	-
			<b>Total</b>	<b>1,542,507,584</b>	<b>1,542,507,584</b>

DRAFT





**DEPARTMENT OF MENTAL HEALTH**  
hope. recovery. wellbeing.

ATTACHMENT III

**LISA H. WONG, Psy.D.**  
Director

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

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

April 19, 2024

TO: Supervisor Lindsey P. Horvath, Chair  
Supervisor Hilda L. Solis  
Supervisor Holly J. Mitchell  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

FROM: Lisa H. Wong, Psy.D.  
Director

SUBJECT: **REQUEST AN EXEMPTION TO BOARD POLICY NO. 5.120 FOR  
DEPARTMENTAL LEGAL ENTITY CONTRACTS THAT PROVIDE  
MENTAL HEALTH SERVICES TO MEDI-CAL ELIGIBLE CLIENTS**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.120, the Department of Mental Health (DMH) is required to provide a written notice to your Board, with a copy to the Chief Executive Office, at least two weeks prior to the Board Meetings at which the request to exceed 10 percent of the Maximum Contract Amount (MCA) will be presented.

On May 7, 2024, DMH will be presenting your Board a letter for approval to extend the existing contracts with its network of Legal Entity (LE) providers that deliver Specialty Mental Health Services (SMHS) to both Med-Cal and non-Medi-Cal clients funded by various federal, State, and County revenues to ensure that services and programs continue to be available to the residents of Los Angeles County. This memo is to request an exemption to the delegated authority limitations under Board Policy No. 5.120 for all DMH LE contracts for SMHS and programs. DMH requests delegated authority for a 25 percent increase of the applicable MCAs for the two fiscal years and the optional extension year if exercised, of the LE contracts.

### **JUSTIFICATION**

Welfare and Institutions Code (WIC) Section 14712 directs the State to implement and administer the Managed Mental Health Care for Medi-Cal eligible residents for the State. This WIC section requires a contractual agreement between the State and the County to

operate as the Mental Health Plan (MHP) responsible for the delivery of SMHS to the County's eligible Medi-Cal beneficiaries. Through the MHP Agreement, DMH agrees to operate the MHP for the County. The MHP Agreement sets comprehensive requirements for DMH to provide or arrange for the provision of all covered, medically necessary SMHS to Medi-Cal beneficiaries in the County. Additionally, pursuant to WIC Section 5650, DMH is required to enter into a Performance Contract with the State for Short-Doyle Services, as well as those provided under the Mental Health Services Act, other federal grants, and/or County mental health programs. As such, DMH provides such SMHS through its directly-operated clinics as well as contractors through its 131 LE contracts.

On March 30, 2016, the Centers of Medicare and Medicaid Services issued the Parity Rule in the Federal Register to strengthen access to mental health and substance use disorder services for Medi-Cal beneficiaries. The Parity Rule mandates that MPHs ensure access to care through an adequate provider network without unreasonable limitations to the scope or duration of mental health benefits. In order to comply with these requirements, DMH must ensure an adequate network of providers and that services are available throughout the County.

Since Medi-Cal is a federal entitlement the need to amend expeditiously as possible is in order to meet the requirement under the Parity Rule, provided that the County has sufficient funds to match the federal funds. Exemption of this policy will allow DMH to amend LE contracts in a timely manner for the continued provision of mental health services without interruption to clients who are in need of these services and programs.

### **NOTIFICATION TIMELINE**

Board Policy No. 5.120 requires departments to provide written notice to your Board, with a copy to the Chief Executive Office, at least two weeks prior to the Board Meeting at which the request to exceed ten percent of the MCA will be presented. In compliance with this policy, DMH is notifying your Board of our intent to request delegated authority up to 25 percent increase of the MCAs for the term of the contracts, as applicable, through a Board letter to be presented in May 2024.

If you have any questions, or require additional information, please contact me by email at [LWong@dmh.lacounty.gov](mailto:LWong@dmh.lacounty.gov) or (213) 947-6670, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at [SKrikorian@dmh.lacounty.gov](mailto:SKrikorian@dmh.lacounty.gov) or (213) 943-9146.

LHW:CDD:KN:SK:ZW:atm

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

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/24/2024	
<b>BOARD MEETING DATE</b>	5/7/2024	
<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 Public Health	
<b>SUBJECT</b>	APPROVAL TO AMEND A SOLE SOURCE CONTRACT WITH PLANNED PARENTHOOD LOS ANGELES TO SUPPORT SERVICES PROVIDED AT STUDENT WELL BEING CENTER SERVICES	
<b>PROGRAM</b>	Executive Office	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Planned Parenthood Los Angeles (PPLA) is a leading provider of high-quality, affordable health care, and the nation’s largest provider of sexual health education. It leads the country with the most up-to-date medical standards and guidelines for reproductive health care. PPLA’s comprehensive sexuality education curriculum provided to Student Well Being Center (SWBC) staff focuses on critical thinking, human rights, gender equality, and access to health care, and is aligned with the sexual health education requirements of the California Healthy Youth Act. PPLA provides the infrastructure at LAC schools with SWBCs to meet the County’s aim to provide services that increase well-being among school-aged youth.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$1,400,000	Funding source: Substance Abuse Prevention and Treatment Block Grant Funds
	TERMS (if applicable): May 2, 2019 through June 30, 2025	
	Explanation: The funds will support the training and capacity building of health educators at the well-being centers, provide parents with education and community engagement, and manage a designated call center to support well-being center services.	
<b>PURPOSE OF REQUEST</b>	This sole-source contract extension will support the operation of the 39 established SWBCs and continue outreach and extension efforts to fund a minimum of 50 centers in schools across LAC. These centers provide school-aged youth and families with emotional well-being support and education, substance use prevention and education, sexual health education, STI testing, reproductive health services, and referrals to other needed services.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Many school-aged youth in LAC do not have access to accurate health care information and preventative care at a time in their lives when informed decision-making can prevent dangerous risk-taking. With a well-being center on campus, interested students can get the health care information and services they need without having to leave campus or miss valuable class time. This includes substance use prevention and education and aligns with the July 26, 2022, Board Motion on Overdose Prevention to address the growing crisis of overdose deaths related to	

	methamphetamine, fentanyl, opioids, and other substances. The well-being centers support Project #7 of the motion and implement evidence-based, age-appropriate substance use curricula for students K-12 and their parents/guardians.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:  The Los Angeles Department of Public Health has identified areas where school-aged youth had the lowest access to healthcare resources and substantial social barriers to academic success to determine the locations of the well-being centers. This aligns with the Countywide Guiding Equity principles to: 1) Develop and implement strategies that identify and prioritize and effectively support the most disadvantaged geographies and populations, 2) Seek to improve long-term outcomes both intergenerationally and multi-generationally, and 3) Intervene early and emphasize long-term prevention.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director, Government Affairs, (213) 288-7871, <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a>  Rachel Bonkovsky, Director of Education Partnerships and Programs 323-695-4077, <a href="mailto:RBonkovsky2ph.lacounty.gov">RBonkovsky2ph.lacounty.gov</a>  Noel Bazini-Barakat, Director-Office of Planning, Integration and Engagement 213-288-8756, <a href="mailto:NBarakat@ph.lacounty.gov">NBarakat@ph.lacounty.gov</a>  Blaine McPhillips, Senior Deputy County Counsel, (213) 974-1920 <a href="mailto:bmcpillips@counsel.lacounty.gov">bmcpillips@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, Suite 806  
Los Angeles, CA 90012  
TEL (213) 288-8117 • FAX (213) 975-1273

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

**DRAFT**

**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

May 7, 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 AMEND A SOLE SOURCE CONTRACT WITH PLANNED PARENTHOOD LOS ANGELES TO SUPPORT SERVICES PROVIDED AT STUDENT WELL BEING CENTER SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute an amendment to sole source Contract Number PH-003891 with Planned Parenthood Los Angeles to extend the term through June 30, 2025.

**IT IS RECOMMENDED THAT YOUR BOARD**

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute an amendment to sole source Contract Number PH-003891, substantially similar to Exhibit I, with Planned Parenthood Los Angeles (PPLA) to continue the provision of support services in Student Wellbeing Centers (SWBCs) at schools in Los Angeles County, effective July 1, 2024 through June 30, 2025, for a total maximum obligation of \$1,400,000, 100 percent offset by Substance Use Prevention, Treatment and Recovery Services Block Grant (SUBG) Funds, Assistance Listing Number (ALN) 93.959.
2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the contract that extend the term of the contract for up to four (4) years through June 30, 2029, at amounts determined by the Director of Public Health based on funding availability; allow for a no-cost adjustment to the term through December 31, 2029; allow the rollover of unspent contract funds, if allowable by the grantor; provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation effective upon amendment execution or at the beginning of the applicable contract term; update the Scope of Work and/or Statement of Work, as necessary; and correct errors in the contract's terms and

conditions, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of Public Health, or designee, to execute change notices to the contracts that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary; and/or changes to hours of operation and/or service locations.
4. Delegate authority to the Director of Public Health, or designee, to immediately suspend the contract upon issuing a written notice to contractors who fail to fully comply with program requirements and to terminate the contract for convenience by providing a 30-calendar day advance written notice to the contractor.

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

PPLA provides education and outreach programs to Los Angeles County (LAC) communities, schools, parents, and health professionals. PPLA's programs include training, professional development, sexuality education, and information about preventing pregnancy and sexually transmitted infections (STIs). In addition, in collaboration with Public Health, PPLA has established SWBCs that focus on substance use prevention. As of February 2022, there are 39 SWBCs: 27 are located in Los Angeles Unified School District middle and high schools and 12 are located in high schools throughout unincorporated LAC. The SWBCs are primarily staffed with Public Health youth educators, and some include PPLA behavioral health staff. Together, these staff provide a wide range of health-related services to students at the SWBCs.

Approval of Recommendation 1 will allow Public Health to execute an amendment to the sole source contract with PPLA to extend the term through June 30, 2025, for the continuation of emergent and time sensitive support services at SWBCs at up to 50 centers in schools across the LAC. Services provided by PPLA include: 1) provide training and technical assistance to the Public Health youth educators within the SWBCs to ensure youth educators have the skills and knowledge to capably support adolescents; 2) support the existing Promotora program at each center to engage and educate parents in Spanish and English; and, 3) continue to support a dedicated call center to provide additional support and referrals to Public Health Substance Abuse Prevention and Control (SAPC) treatment programs. Services provided to all students at the SWBCs include: emotional wellbeing support and education, substance use prevention and education, sexual health education, STI testing, reproductive health services, and referrals to other needed services.

Approval of Recommendation 2 will allow Public Health to execute amendments to the sole source contract to extend and/or adjust the term; rollover unspent funds; increase or decrease funding up to 10 percent above or below the annual base maximum obligation; update the statement of work and/or scope of work; and/or correct errors in the contract's terms and conditions, as necessary.

Approval of Recommendation 3 will allow Public Health to execute change notices to the contract that authorize that authorize modifications to the budget with corresponding modifications to the statement of work and/or scope of work, that are within the same scope of services, as necessary and changes to hours of operation and/or service locations.

Approval of Recommendation 4 will allow Public Health to immediately suspend or terminate the contract with contractor who fail to perform and/or to fully comply with program requirements, and terminate the contract for convenience by providing a 30-calendar day advance written termination notice to contractor.

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

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total cost for the recommended actions for the period of July 1, 2024, through June 30, 2025 is \$1,400,000 fully funded by SUBG Funds, ALN number 93.959.

Funding for these services has been included in Public Health's FY 2024-25 Recommended Budget and will be included in future FYs, as necessary.

There is no net County cost associated with this action.

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

As required under Board Policy 5.100, Public Health notified your Board on February 21, 2024 of its intent to request your Board's approval to extend the term of the existing sole source contract with PPLA through June 30, 2025, for the continuation of the provision of support services at SWBCs.

County Counsel has reviewed and approved Exhibit I as to use. Attachment A is the sole-source checklist signed by the CEO.

### **CONTRACTING PROCESS**

On March 5, 2019, your Board delegated authority to the Director of Public Health to execute the sole source contract with PPLA to establish a new wellbeing center model to be implemented at local schools across the County and provide and accept referrals for other substance use related services.

Amendments to further extend the sole source contract with PPLA were executed under the October 13, 2020 CEO delegated authority and delegation of authority from your Board on June 6, 2023.

A sole source contract amendment to extend the term of the contract with PPLA is needed to establish new SWBCs and support existing SWBCs within LAC high schools. PPLA is a leading provider of high-quality, affordable health care, and the nation's largest provider of sexual health education. It leads the country with the most up-to-date medical standards and guidelines for reproductive health care. PPLA's comprehensive sexuality education curriculum provided to SWBC staff focuses on critical thinking, human rights, gender equality, and access to health care, and is aligned with the sexual health education requirements of the California Healthy Youth Act. PPLA provides the infrastructure at LAC schools with SWBCs to meet the County's aim to provide services that increase wellbeing among school-aged youth. Additionally, PPLA's clinics are located in schools throughout LAC and/or near existing SWBCs, giving it a one-of-a-kind advantage in offering timely access to critical clinical health services for LAC's adolescents.

The Honorable Board of Supervisors

May 7, 2024

Page 4

This is a specialized bundle of services, and seeking a replacement provider through a competitive solicitation process would take a minimum of six months and an extensive amount of staff and administrative time, which would equate to a substantial cost for the County. The current contract with PPLA expires June 30, 2024. If this contract is not extended, this vulnerable population will be left without access to these important services for a number of months while a competitive solicitation is run to identify other potential providers. It is more cost-effective and in the best economic interest of the County to exercise this contract extension option with PPLA and take advantage of their extensive experience providing these services and utilize the existing infrastructure in place.

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

Approval of the recommended actions will allow Public Health to ensure that students at the SWBCs receive emotional wellbeing support and education, substance use prevention and education, sexual health education, STI testing, reproductive health services, and referrals to other needed services to support well-being of LAC adolescents.

Respectfully submitted,

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

BF:mo  
BL:07448

Enclosures

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



Amendment No. 7

**DEPARTMENT OF PUBLIC HEALTH  
WELL-BEING CENTERS CONTRACT**

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

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and PLANNED PARENTHOOD LOS ANGELES (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "WELL-BEING CENTERS CONTRACT," dated May 2, 2019, and further identified as Contract No. PH-003891, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on May 7, 2024, the Board of Supervisors (Board) delegated authority to the Director of the Department of Public Health (Public Health), or designee, to execute amendments to the Contract to extend the term and make other designated changes; and

WHEREAS, County and Contractor intend to amend the Contract to extend the term for 12 months through June 30, 2025, 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 continues to possess 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 agree as follows:

1. This amendment is effective July 1, 2024.

2. Exhibit B-7 (Scope of Work), Exhibit C-7 (Budget), and Exhibit K-1 (Notice of Federal Sub-award Information), attached hereto and incorporated herein by reference, are added to the Contract.

3. Paragraph 1, APPLICABLE DOCUMENTS, is deleted in its entirety and replaced as follows:

“1. APPLICABLE DOCUMENTS:

Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6, B-7 C, C-1, C-2.1, C-3, C-4, C-5, C-6, C-7, D, E, F, G, H, I, J, K and K-1 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work – (Intentionally Omitted)

Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6 and B-7 – Scope(s) of Work

Exhibits C, C-1, C-2.1, C-3, C-4, C-5, C-6 and C-7 – Budget(s)

Exhibit D – Contractor’s EEO Certification

Exhibit E – Contractor Acknowledgement, Confidentiality Agreement  
Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit G – Charitable Contributions Certification  
Exhibit H – Substance Abuse Prevention and Treatment Block Grant (SABG) Federal Requirements  
Exhibit I – Jury Service Program  
Exhibit J – COVID19 Vaccination Certification of Compliance  
Exhibit K and K-1 – Notice(s) of Federal Subaward Information”

4. Paragraph 2, DEFINITIONS, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. Contract: This agreement is executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Scopes of Work, Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6 and B-7.”

5. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. Contractor shall provide services in the manner described in Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6 and B-7 (Scopes of Work), attached hereto and incorporated herein by reference.”

6. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph D is added as follows:

“D. Federal Award Information for this Contract is detailed in Exhibits K and K-1, Notice(s) of Federal Subaward Information, attached hereto and

incorporated herein by reference.”

7. Paragraph 4, TERM OF CONTRACT, is deleted in its entirety and replaced as follows:

“4. TERM OF CONTRACT:

The term of this Contract is effective May 2, 2019, and shall continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

8. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph I, is added as follows:

“J. For the period of July 1, 2024, through June 30, 2025, the maximum obligation of County for all services provided hereunder shall not exceed one million, four hundred thousand Dollars (\$1,400,000), as set forth in Exhibit C-7, attached hereto and incorporated herein by reference.”

9. Paragraph 36 of the Additional Provisions, CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS, is deleted in its entirety and replaced as follows:

“36. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor’s minimum qualifications for the open

position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

10. Except for the changes set forth herein, the Contract shall not be changed in any other respect by this amendment.

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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

PLANNED PARENTHOOD OF LOS  
ANGELES  
\_\_\_\_\_  
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

#07448:mo

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
SCOPE OF WORK  
PLANNED PARENTHOOD LOS ANGELES  
JULY 1, 2024 THROUGH JUNE 30, 2025

EXHIBIT B-7

	Deliverables	Activities and Subtasks	Timeline	Documentation & Tracking Measures
1.	Capacity Building for Department of Public Health (Public Health) Senior Health Educators, Health Educators, and other education staff (hereafter “Health Educators”)	1.1 Manage and coordinate Public Health Health Educator Trainings.	1.1 Training scheduled in the months of August 2024 and January 2025 for new educators	1.1 Curriculum for Health Educators will be kept on file for 1 year after the end of the contract.  1.2 Training materials and Health Educator training schedule will be kept on file.
2.	Training and Coaching Public Health Educators	<p>2.1 Training and Coaching services:</p> <ul style="list-style-type: none"> <li>a) Quarterly refresher training</li> <li>b) Coaching</li> <li>c) Monthly check-ins and/or observations with Health Educators</li> </ul> <p>2.2 Train and coach Public Health’s Health Educators to mentor youth leaders to serve as resources for behavioral health risks (tobacco, drug, alcohol use) and sexual health information.</p>	<p>2.1 Coaching ongoing through June 30, 2025</p> <p>2.2a Training is provided in the months agreed upon by DPH and PPLA, with one per quarter.</p> <p>2.2b Check-in and/or observations performed monthly for each site, including up to 50 high school sites in PPLA’s service area.</p> <p>2.2c Ongoing through June 30, 2025</p>	<p>2.1 Initial Health Educator training schedule and sign-in sheets will be kept on file for 1 year after the end of the contract.</p> <p>2.2a Coaching for Health Educators will be included in quarterly update report.</p> <p>2.2b Quarterly training schedule and sign-in sheets for Health Educators will be kept on file for 1 year after the end of the contract.</p> <p>2.2c Monthly Check-in with and/or observations of Health Educators will be included in a monthly update report.</p>

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
SCOPE OF WORK  
PLANNED PARENTHOOD LOS ANGELES  
JULY 1, 2024 THROUGH JUNE 30, 2025

EXHIBIT B-7

	Deliverables	Activities and Subtasks	Timeline	Documentation & Tracking Measures
		2.3 Provide training and materials for Promotoras for English and Spanish-speaking parents/volunteers at up to 50 Wellbeing Center High Schools.	2.3. Ongoing through June 30, 2025	2.3 Sign in Sheets, participation records
3.	Parent Education and Community Engagement	<p>3.1 Provide training and materials for Spanish and English-speaking parents/volunteers, as needed.</p> <p>3.2 Coordinate outreach at school sites to engage parents to combat risky behaviors among teens.</p>	<p>3.1 Ongoing through June 30, 2025</p> <p>3.2 Ongoing through June 30, 2025</p>	<p>3.1 Training schedule and sign-in sheets for Promotoras and Parents/Volunteers will be kept on file for 1 year after the end of the contract.</p> <p>3.2 Training materials will be kept on file. Schedule of outreach activities will be included in quarterly update report.</p>
4.	Call Center: Confidential, Informed Support	<p>4.1 Call center staff support, including:</p> <ul style="list-style-type: none"> <li>a) Assist students in confidentially scheduling appointments at centers,</li> <li>b) Discuss insurance and payment questions,</li> <li>c) Answer questions about sexual health and wellbeing and provide advice and support for sexually transmitted infection,</li> <li>d) Case managers and/or mental health professionals refer and/or connect students to care for sexual health, Substance Use Disorder, and mental health.</li> </ul>	4.1 Ongoing through June 30, 2025	<p>4.1 Quarterly report documents to include:</p> <ul style="list-style-type: none"> <li>a) Number of calls</li> <li>b) Type of calls</li> <li>c) Geographical location of caller</li> <li>d) Time and day of calls</li> <li>e) Referrals, including provider and purpose.</li> </ul>



COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
SCOPE OF WORK  
PLANNED PARENTHOOD LOS ANGELES  
JULY 1, 2024 THROUGH JUNE 30, 2025

EXHIBIT B-7

	Deliverables	Activities and Subtasks	Timeline	Documentation & Tracking Measures
		<p>4.2 Call Center hours of operation weekdays, 12 hours a day, 8 hours on Saturdays.</p> <p>4.3 Call Center dedicated phone number and related services and processes for students served by identified schools</p>	<p>4.2 Ongoing through June 30, 2025</p> <p>4.3 Ongoing through June 30, 2025</p>	<p>4.2 Call Center written and published schedule will be kept on file and bi-annual monitoring will be conducted by Office of Planning, Integration and Engagement.</p> <p>4.3 Dedicated phone number to be established.</p>

**PLANNED PARENTHOOD LOS ANGELES**

**WELL-BEING CENTERS**

	<u>07/01/24 to 06/30/25</u>
Salaries	\$1,057,305
Employee Benefits	<u>\$ 215,690</u>
Total Employee Salaries and Benefits	<b>\$1,272,995</b>
Operating expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 127,005
Indirect Cost	\$ 0
TOTAL PROGRAM BUDGET	<hr/> <b>\$1,400,000</b>

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of Planning, Intervention and Engagement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.



**Recipient Information**

**Federal Award Information (www.usaspending.gov)**

1. Recipient Name (i)

2. Vendor Customer Code (VCC)

3. Employer Identification Number (EIN)

4. Recipient's Unique Entity Identifier (ii)  
Unique Entity ID  
(www.SAM.gov)

5. Award Project Title

6. Project Director  
Name:  
Title:  
Address:  
  
E-mail:

7. Authorized Official  
Name:  
Title:  
Address:  
  
E-mail:

10. Federal Award Number

11. Federal Award Date (iv)

12. Unique Federal Award Identification Number (FAIN) (iii)

13. Name of Federal Awarding Agency (xi)

14. Federal Award Project Title (x)

15. Assistance Listing Number (xii)

16. Assistance Listing Program Title (xii)

17. Is this Award R&D? (xiii)

Summary Federal Subaward Financial Information	
18. Budget Period Start Date (vi):	End Date:
19. Total Amount of Federal Funds Obligated by this Action (vii)	\$
19a. Direct Cost Amount	\$
19b. Indirect Cost Amount (xiv)	\$
20. Authorized Carryover	\$
21. Offset	\$
22. Total Amount of Federal Funds Obligated this Budget Period (viii)	\$
23. Total Approved Cost Sharing or Matching, where applicable	\$
24. Total Federal and Non-Federal Approved this Budget Period (ix)	\$
25. Projected Performance Period Start Date (v):	End Date:
26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$

**County Department Information (xi)**


8. County Department Contact Information  
Name:  
Title:  
Address:  
  
E-mail:

9. Program Official Contact Information  
Name:  
Title:  
Address:  
  
E-mail:

27. Authorized Treatment of Program Income

28. County Program Officer Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
 \_\_\_\_\_  
 Signature/Date

**29. Remarks**

<b>Notice of Federal Subaward Information Instructions</b>		
<b>Note: The Roman numerals on the Notice of Federal Subaward Information template and instructions correspond to the 14 federal award identification requirements from Section 200.332 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.</b>		
<b>#</b>	<b>Subaward Information Requested</b>	<b>Instructions/Comments</b>
<b>Recipient Information</b>		
1	Recipient Name (i)	Name of the subrecipient that the department is providing the subaward to (e.g., Special Services for Groups).
2	Vendor Customer Code (VCC)	eCAPS VCC for the corresponding subrecipient listed on #1.
3	Employer Identification Number (EIN)	EIN for the corresponding subrecipient listed on #1.
4	Recipient's Unique Entity Identifier (ii) Unique Entity ID	Unique Entity Identifier for the corresponding subrecipient listed on #1. As of April 4, 2022, the Data Universal Numbering System (DUNS) was replaced by the Unique Entity Identifier for federal award identification.
5	Award Project Title	Provide project title of the subaward given to the subrecipient by the department.
6	Project Director	Provide name, title, address, and e-mail of the subrecipient individual that will manage the subaward.
7	Authorized Official	Provide name, title, address, and e-mail of the subrecipient individual authorized to accept the subaward.
<b>County Department Information (xi)</b>		
8	County Department Contact Information	Provide name, title, address, and e-mail of department employee that can be contacted regarding the subaward issued to the subrecipient.
9	Program Official Contact Information	Provide name, title, address, and e-mail of department employee that is responsible for managing/monitoring the subaward issued to the subrecipient.
<b>Federal Award Information</b>		
10	Federal Award Number	The federal government provides the department with an award number as the prime recipient. Provide the corresponding federal award number given by the federal government to the subrecipient.
11	Federal Award Date (iv)	Date the federal award was given to the department.
12	Unique Federal Award Identification Number (FAIN) (iii)	FAIN that corresponds to the award provided by the federal government.
13	Name of Federal Awarding Agency (xi)	Name of federal department that provided the award to the department (e.g., Health and Human Services).
14	Federal Award Project Title (x)	Project title that corresponds to the award provided by the federal government.
15	Assistance Listing Number (ALN) (xii)	ALN that corresponds to the award provided by the federal government.
16	Assistance Listing Program Title (xii)	ALN program title that corresponds to the subaward provided by the federal government.
17	Is this Award R&D? (xiii)	Indicate whether the subaward given to the subrecipient is for research and development.
<b>Summary Federal Subaward Financial Information</b>		
18	Budget Period Start/End Date (vi)	Indicate the budget start and end dates for the subaward provided to the subrecipient.
19	Total Amount of Federal Funds Obligated by this Action (vii)	Indicate the total amount of federal funds that will be provided to the subrecipient during the budgeted period for the corresponding subaward.
19a	Direct Cost Amount	Indicate the direct cost amount of federal funds that will be provided to the subrecipient during the budgeted period for the corresponding subaward.
19b	Indirect Cost Amount (xiv)	Indicate the indirect cost amount of federal funds that will be provided to the subrecipient during the budgeted period for the corresponding subaward.
20	Authorized Carryover	If there are unspent funds at the end of the budget period, indicate the amount the department will allow the subrecipient to carry forward to the next budget period, if applicable.
21	Offset	If applicable, indicate the amount that will be offset.
22	Total Amount of Federal Funds Obligated this Budget Period (viii)	If applicable, indicate the total amount of federal funds that will be provided to the subrecipient during the current budget period for the corresponding subaward.
23	Total Approved Cost Sharing or Matching, where applicable	If applicable, indicate the total amount approved for cost sharing or matching.
24	Total Federal and Non-Federal Approved this Budget Period (ix)	Total of amounts listed in #19 (i.e., budget period) and #22 (i.e., current budget period).
25	Projected Performance Period Start/End Date (v)	Indicate the performance start and end dates for the subaward provided to the subrecipient.
26	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	If the subaward amount provided to subrecipient includes cost sharing or matching, indicate the total amount of the subaward including approved cost sharing or matching amounts.
<b>Final Sections</b>		
27	Authorized Treatment of Program Income	Provide to the subrecipient any instructions received from the federal awarding agency as to authorized uses of any program income generated (e.g., return to federal agency, reinvest in grant program).
28	County Program Officer Signature	Signature, name, and title of County Program Officer corresponding to the subaward.
29	Remarks	Add any additional comments needed corresponding to the subaward.

Amendment No. 7

**DEPARTMENT OF PUBLIC HEALTH  
WELL-BEING CENTERS CONTRACT**

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

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and PLANNED PARENTHOOD LOS ANGELES (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "WELL-BEING CENTERS CONTRACT," dated May 2, 2019, and further identified as Contract No. PH-003891, and any amendments thereto (all hereafter "Contract"); and

WHEREAS, on May 7, 2024, the Board of Supervisors (Board) delegated authority to the Director of the Department of Public Health (Public Health), or designee, to execute amendments to the Contract to extend the term and make other designated changes; and

WHEREAS, County and Contractor intend to amend the Contract to extend the term for 12 months through June 30, 2025, 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 continues to possess 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 agree as follows:

1. This amendment is effective July 1, 2024.

2. Exhibit B-7 (Scope of Work), Exhibit C-7 (Budget), and Exhibit K-1 (Notice of Federal Sub-award Information), attached hereto and incorporated herein by reference, are added to the Contract.

3. Paragraph 1, APPLICABLE DOCUMENTS, is deleted in its entirety and replaced as follows:

“1. APPLICABLE DOCUMENTS:

Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6, B-7 C, C-1, C-2.1, C-3, C-4, C-5, C-6, C-7, D, E, F, G, H, I, J, K and K-1 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work – (Intentionally Omitted)

Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6 and B-7 – Scope(s) of Work

Exhibits C, C-1, C-2.1, C-3, C-4, C-5, C-6 and C-7 – Budget(s)

Exhibit D – Contractor’s EEO Certification

Exhibit E – Contractor Acknowledgement, Confidentiality Agreement  
Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit G – Charitable Contributions Certification  
Exhibit H – Substance Abuse Prevention and Treatment Block Grant (SABG) Federal Requirements  
Exhibit I – Jury Service Program  
Exhibit J – COVID19 Vaccination Certification of Compliance  
Exhibit K and K-1 – Notice(s) of Federal Subaward Information”

4. Paragraph 2, DEFINITIONS, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. Contract: This agreement is executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Scopes of Work, Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6 and B-7.”

5. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. Contractor shall provide services in the manner described in Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6 and B-7 (Scopes of Work), attached hereto and incorporated herein by reference.”

6. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph D is added as follows:

“D. Federal Award Information for this Contract is detailed in Exhibits K and K-1, Notice(s) of Federal Subaward Information, attached hereto and

incorporated herein by reference.”

7. Paragraph 4, TERM OF CONTRACT, is deleted in its entirety and replaced as follows:

“4. TERM OF CONTRACT:

The term of this Contract is effective May 2, 2019, and shall continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract.”

8. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, Subparagraph I, is added as follows:

“J. For the period of July 1, 2024, through June 30, 2025, the maximum obligation of County for all services provided hereunder shall not exceed one million, four hundred thousand Dollars (\$1,400,000), as set forth in Exhibit C-7, attached hereto and incorporated herein by reference.”

9. Paragraph 36 of the Additional Provisions, CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS, is deleted in its entirety and replaced as follows:

“36. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor’s minimum qualifications for the open



position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

10. Except for the changes set forth herein, the Contract shall not be changed in any other respect by this amendment.

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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

PLANNED PARENTHOOD OF LOS  
ANGELES  
\_\_\_\_\_  
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

#07448:mo

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
SCOPE OF WORK  
PLANNED PARENTHOOD LOS ANGELES  
JULY 1, 2024 THROUGH JUNE 30, 2025

EXHIBIT B-7

	Deliverables	Activities and Subtasks	Timeline	Documentation & Tracking Measures
1.	Capacity Building for Department of Public Health (Public Health) Senior Health Educators, Health Educators, and other education staff (hereafter “Health Educators”)	1.1 Manage and coordinate Public Health Health Educator Trainings.	1.1 Training scheduled in the months of August 2024 and January 2025 for new educators	1.1 Curriculum for Health Educators will be kept on file for 1 year after the end of the contract.  1.2 Training materials and Health Educator training schedule will be kept on file.
2.	Training and Coaching Public Health Educators	<p>2.1 Training and Coaching services:</p> <ul style="list-style-type: none"> <li>a) Quarterly refresher training</li> <li>b) Coaching</li> <li>c) Monthly check-ins and/or observations with Health Educators</li> </ul> <p>2.2 Train and coach Public Health’s Health Educators to mentor youth leaders to serve as resources for behavioral health risks (tobacco, drug, alcohol use) and sexual health information.</p>	<p>2.1 Coaching ongoing through June 30, 2025</p> <p>2.2a Training is provided in the months agreed upon by DPH and PPLA, with one per quarter.</p> <p>2.2b Check-in and/or observations performed monthly for each site, including up to 50 high school sites in PPLA’s service area.</p> <p>2.2c Ongoing through June 30, 2025</p>	<p>2.1 Initial Health Educator training schedule and sign-in sheets will be kept on file for 1 year after the end of the contract.</p> <p>2.2a Coaching for Health Educators will be included in quarterly update report.</p> <p>2.2b Quarterly training schedule and sign-in sheets for Health Educators will be kept on file for 1 year after the end of the contract.</p> <p>2.2c Monthly Check-in with and/or observations of Health Educators will be included in a monthly update report.</p>

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
SCOPE OF WORK  
PLANNED PARENTHOOD LOS ANGELES  
JULY 1, 2024 THROUGH JUNE 30, 2025

EXHIBIT B-7

	Deliverables	Activities and Subtasks	Timeline	Documentation & Tracking Measures
		2.3 Provide training and materials for Promotoras for English and Spanish-speaking parents/volunteers at up to 50 Wellbeing Center High Schools.	2.3. Ongoing through June 30, 2025	2.3 Sign in Sheets, participation records
3.	Parent Education and Community Engagement	<p>3.1 Provide training and materials for Spanish and English-speaking parents/volunteers, as needed.</p> <p>3.2 Coordinate outreach at school sites to engage parents to combat risky behaviors among teens.</p>	<p>3.1 Ongoing through June 30, 2025</p> <p>3.2 Ongoing through June 30, 2025</p>	<p>3.1 Training schedule and sign-in sheets for Promotoras and Parents/Volunteers will be kept on file for 1 year after the end of the contract.</p> <p>3.2 Training materials will be kept on file. Schedule of outreach activities will be included in quarterly update report.</p>
4.	Call Center: Confidential, Informed Support	<p>4.1 Call center staff support, including:</p> <ul style="list-style-type: none"> <li>a) Assist students in confidentially scheduling appointments at centers,</li> <li>b) Discuss insurance and payment questions,</li> <li>c) Answer questions about sexual health and wellbeing and provide advice and support for sexually transmitted infection,</li> <li>d) Case managers and/or mental health professionals refer and/or connect students to care for sexual health, Substance Use Disorder, and mental health.</li> </ul>	4.1 Ongoing through June 30, 2025	<p>4.1 Quarterly report documents to include:</p> <ul style="list-style-type: none"> <li>a) Number of calls</li> <li>b) Type of calls</li> <li>c) Geographical location of caller</li> <li>d) Time and day of calls</li> <li>e) Referrals, including provider and purpose.</li> </ul>

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
SCOPE OF WORK  
PLANNED PARENTHOOD LOS ANGELES  
JULY 1, 2024 THROUGH JUNE 30, 2025

EXHIBIT B-7

	Deliverables	Activities and Subtasks	Timeline	Documentation & Tracking Measures
		<p>4.2 Call Center hours of operation weekdays, 12 hours a day, 8 hours on Saturdays.</p> <p>4.3 Call Center dedicated phone number and related services and processes for students served by identified schools</p>	<p>4.2 Ongoing through June 30, 2025</p> <p>4.3 Ongoing through June 30, 2025</p>	<p>4.2 Call Center written and published schedule will be kept on file and bi-annual monitoring will be conducted by Office of Planning, Integration and Engagement.</p> <p>4.3 Dedicated phone number to be established.</p>

**PLANNED PARENTHOOD LOS ANGELES**

**WELL-BEING CENTERS**

	<u>07/01/24 to 06/30/25</u>
Salaries	\$1,057,305
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Total Employee Salaries and Benefits	<b>\$1,272,995</b>
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Other Costs	\$ 127,005
Indirect Cost	\$ 0
TOTAL PROGRAM BUDGET	<hr/> <b>\$1,400,000</b>

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of Planning, Intervention and Engagement. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.



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**Federal Award Information (www.usaspending.gov)**

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2. Vendor Customer Code (VCC)

3. Employer Identification Number (EIN)

4. Recipient's Unique Entity Identifier (ii)  
Unique Entity ID  
(www.SAM.gov)

5. Award Project Title

6. Project Director  
Name:  
Title:  
Address:  
  
E-mail:

7. Authorized Official  
Name:  
Title:  
Address:  
  
E-mail:

10. Federal Award Number

11. Federal Award Date (iv)

12. Unique Federal Award Identification Number (FAIN) (iii)

13. Name of Federal Awarding Agency (xi)

14. Federal Award Project Title (x)

15. Assistance Listing Number (xii)

16. Assistance Listing Program Title (xii)

17. Is this Award R&D? (xiii)

Summary Federal Subaward Financial Information	
18. Budget Period Start Date (vi):	End Date:
19. Total Amount of Federal Funds Obligated by this Action (vii)	\$
19a. Direct Cost Amount	\$
19b. Indirect Cost Amount (xiv)	\$
20. Authorized Carryover	\$
21. Offset	\$
22. Total Amount of Federal Funds Obligated this Budget Period (viii)	\$
23. Total Approved Cost Sharing or Matching, where applicable	\$
24. Total Federal and Non-Federal Approved this Budget Period (ix)	\$
25. Projected Performance Period Start Date (v):	End Date:
26. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$

**County Department Information (xi)**


8. County Department Contact Information  
Name:  
Title:  
Address:  
  
E-mail:

9. Program Official Contact Information  
Name:  
Title:  
Address:  
  
E-mail:

27. Authorized Treatment of Program Income

28. County Program Officer Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
 \_\_\_\_\_  
 Signature/Date

**29. Remarks**

<b>Notice of Federal Subaward Information Instructions</b>		
<b>Note: The Roman numerals on the Notice of Federal Subaward Information template and instructions correspond to the 14 federal award identification requirements from Section 200.332 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.</b>		
<b>#</b>	<b>Subaward Information Requested</b>	<b>Instructions/Comments</b>
<b>Recipient Information</b>		
1	Recipient Name (i)	Name of the subrecipient that the department is providing the subaward to (e.g., Special Services for Groups).
2	Vendor Customer Code (VCC)	eCAPS VCC for the corresponding subrecipient listed on #1.
3	Employer Identification Number (EIN)	EIN for the corresponding subrecipient listed on #1.
4	Recipient's Unique Entity Identifier (ii) Unique Entity ID	Unique Entity Identifier for the corresponding subrecipient listed on #1. As of April 4, 2022, the Data Universal Numbering System (DUNS) was replaced by the Unique Entity Identifier for federal award identification.
5	Award Project Title	Provide project title of the subaward given to the subrecipient by the department.
6	Project Director	Provide name, title, address, and e-mail of the subrecipient individual that will manage the subaward.
7	Authorized Official	Provide name, title, address, and e-mail of the subrecipient individual authorized to accept the subaward.
<b>County Department Information (xi)</b>		
8	County Department Contact Information	Provide name, title, address, and e-mail of department employee that can be contacted regarding the subaward issued to the subrecipient.
9	Program Official Contact Information	Provide name, title, address, and e-mail of department employee that is responsible for managing/monitoring the subaward issued to the subrecipient.
<b>Federal Award Information</b>		
10	Federal Award Number	The federal government provides the department with an award number as the prime recipient. Provide the corresponding federal award number given by the federal government to the subrecipient.
11	Federal Award Date (iv)	Date the federal award was given to the department.
12	Unique Federal Award Identification Number (FAIN) (iii)	FAIN that corresponds to the award provided by the federal government.
13	Name of Federal Awarding Agency (xi)	Name of federal department that provided the award to the department (e.g., Health and Human Services).
14	Federal Award Project Title (x)	Project title that corresponds to the award provided by the federal government.
15	Assistance Listing Number (ALN) (xii)	ALN that corresponds to the award provided by the federal government.
16	Assistance Listing Program Title (xii)	ALN program title that corresponds to the subaward provided by the federal government.
17	Is this Award R&D? (xiii)	Indicate whether the subaward given to the subrecipient is for research and development.
<b>Summary Federal Subaward Financial Information</b>		
18	Budget Period Start/End Date (vi)	Indicate the budget start and end dates for the subaward provided to the subrecipient.
19	Total Amount of Federal Funds Obligated by this Action (vii)	Indicate the total amount of federal funds that will be provided to the subrecipient during the budgeted period for the corresponding subaward.
19a	Direct Cost Amount	Indicate the direct cost amount of federal funds that will be provided to the subrecipient during the budgeted period for the corresponding subaward.
19b	Indirect Cost Amount (xiv)	Indicate the indirect cost amount of federal funds that will be provided to the subrecipient during the budgeted period for the corresponding subaward.
20	Authorized Carryover	If there are unspent funds at the end of the budget period, indicate the amount the department will allow the subrecipient to carry forward to the next budget period, if applicable.
21	Offset	If applicable, indicate the amount that will be offset.
22	Total Amount of Federal Funds Obligated this Budget Period (viii)	If applicable, indicate the total amount of federal funds that will be provided to the subrecipient during the current budget period for the corresponding subaward.
23	Total Approved Cost Sharing or Matching, where applicable	If applicable, indicate the total amount approved for cost sharing or matching.
24	Total Federal and Non-Federal Approved this Budget Period (ix)	Total of amounts listed in #19 (i.e., budget period) and #22 (i.e., current budget period).
25	Projected Performance Period Start/End Date (v)	Indicate the performance start and end dates for the subaward provided to the subrecipient.
26	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	If the subaward amount provided to subrecipient includes cost sharing or matching, indicate the total amount of the subaward including approved cost sharing or matching amounts.
<b>Final Sections</b>		
27	Authorized Treatment of Program Income	Provide to the subrecipient any instructions received from the federal awarding agency as to authorized uses of any program income generated (e.g., return to federal agency, reinvest in grant program).
28	County Program Officer Signature	Signature, name, and title of County Program Officer corresponding to the subaward.
29	Remarks	Add any additional comments needed corresponding to the subaward.



**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/24/24	
<b>BOARD MEETING DATE</b>	5/7/2024	
<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>	MENTAL HEALTH	
<b>SUBJECT</b>	Request approval to execute Individual and Group Provider Outpatient Specialty Mental Health Services Contracts for Fiscal Years 2024-25 through 2028-29.	
<b>PROGRAM</b>	Intensive Care	
<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	
<b>DEADLINES/ TIME CONSTRAINTS</b>	5/7/24	
<b>COST &amp; FUNDING</b>	Total cost: \$69,149,932	Funding source: State and County General Funds
	TERMS (if applicable): July 1, 2024 to June 30, 2029	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	This Board letter will allow DMH to execute contracts with 154 credentialed individual and group providers currently providing outpatient specialty mental health services to eligible Medi-Cal members whose contracts are expiring on June 30, 2024.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>Welfare and Institutions Code Section 14712 directs the State to implement and administer Managed Mental Health Care for eligible Medi-Cal residents of the State of California. Section 14712 requires a contractual agreement between the State and the County for the County to operate as the Mental Health Plan (MHP) responsible for the delivery of outpatient specialty mental health services to the County's eligible Medi-Cal member population. Through the MHP Agreement, DMH agrees to operate as the MHP for Los Angeles County.</p> <p>On October 18, 2022, your Board authorized DMH to enter into an agreement with the State Department of Health Care Services (DHCS), for the period of July 1, 2022 through June 30, 2027, whereby DMH will act as the MHP to provide outpatient specialty mental health services to all Medi-Cal members in Los Angeles County within the scope of services defined in said agreement.</p> <p>Execution of these individual and group providers contracts will ensure compliance with the MHP agreement with State DHCS and will also allow DMH to continue its provision of outpatient specialty mental health services through its network of qualified individual and group providers.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This BL falls under the Equity Guiding Principle of "Intervene early and emphasize long term prevention." DMH will continue to perform the role as the MHP and to continue its provision of outpatient specialty mental health services to all eligible Medi-Cal members in Los Angeles County through the qualified individual and group providers.	

<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 "Alliance for Health Integration". Execution of the individual and group providers contracts will allow DMH to continue to perform the role as the MHP to provide outpatient specialty mental health services to all eligible Medi-Cal members in Los Angeles County within the scope of services defined in the contract between DMH and DHCS.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Jaclyn Baucum, Deputy Management Programs (213) 943-8387, <a href="mailto:jbaucum@dmh.lacounty.gov">jbaucum@dmh.lacounty.gov</a>  Rachel Kleinberg, Senior Deputy County Counsel, (213) 392-6668, <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

May 7, 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 INDIVIDUAL AND GROUP PROVIDER OUTPATIENT  
SPECIALTY MENTAL HEALTH SERVICES CONTRACTS FOR FISCAL YEARS  
2024-25 THROUGH 2028-29  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

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

**IT IS RECOMMENDED THAT YOUR BOARD:**

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

3. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the contracts in Recommendations 1 and 2: to extend the term for one additional fiscal year as needed, revise the boilerplate language; modify or replace the existing Statement of Work (SOW); increase the rates as required to remain in compliance with State requirements; modify/approve waivers for certain liability insurance requirements on a case-by-case basis; and/or reflect federal, State, and County regulatory and/or policy changes provided that: a) sufficient funds are available; and b) the amendments are subject to the prior review and approval as to form by County Counsel, and the CEO Risk Management Division, as appropriate, with written notification to the Board and CEO.
4. Delegate authority to the Director, or designee, to terminate the contracts described in Recommendations 1 and 2, in accordance with the termination provisions, including Termination for Convenience. The Director, or designee, will provide written notification to your Board and CEO of such termination action.

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

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

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

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

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

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

Board approval of Recommendation 4 will allow DMH to terminate the contract in accordance with the contract's termination provisions, including Termination for

Convenience. The Director, or designee, will notify your Board and CEO, in writing, of such termination action.

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

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

### **FISCAL IMPACT/FINANCING**

For Fiscal Years (FYs) 2024-25 through 2028-29, the total cost is \$69,149,932, funded by State and County General Funds. Sufficient appropriation is included in DMH's FY 2024-25 Recommended Budget. Funding for future fiscal years will be requested through DMH's annual budget request process.

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

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

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

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

State regulations require that the County maintain a network of providers that is sufficient in number, includes a mix of mental health clinical discipline types, and geographic distribution to meet the outpatient specialty mental health needs of the eligible members that will be served by the MHP. Therefore, DMH must contract with psychiatrists, psychologists, Licensed Clinical Social Workers, and Licensed Marriage Family Therapists who provide outpatient specialty mental health services to eligible Medi-Cal members. Additionally, contracts are required between DMH and Registered Nurses who either have a master's degree in psychiatric/mental health nursing and are board-certified as a clinical nurse specialist or have a master's degree in nursing, master's degree in a related field or a graduate degree in nursing and are certified as a nurse practitioner that

Each Supervisor  
May 7, 2024  
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provides outpatient specialty mental health services to eligible Medi-Cal members. The individual and group providers provide services to members within the community, including their offices, residential treatment facilities, skilled nurse facilities, and group home settings. All providers must be credentialed and will be offered contracts, and upon signing the contracts, they will be enrolled in the MHP Provider Network.

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

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

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

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

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

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

Respectfully submitted,

LISA H. WONG., Psy.D.  
Director

LHW:CDD:KN:SK:DO:atm

Attachments (2)

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

DRAFT



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

**CONTRACTOR**

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

\_\_\_\_\_  
Contract Number

\_\_\_\_\_

\_\_\_\_\_  
Provider Number

\_\_\_\_\_

\_\_\_\_\_  
Contractor Headquarters Address

\_\_\_\_\_  
Vendor Number

**Contractor Headquarters' Supervisorial District** \_\_\_\_\_

**Contractor Headquarters' Service Area** \_\_\_\_\_

**Mental Health Supervisorial District(s)** \_\_\_\_\_

**Mental Health Service Area(s)** \_\_\_\_\_



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<b>O</b>	Certification on Medi-Cal Claim

## DEPARTMENT OF MENTAL HEALTH

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

### **RECITALS**

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

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

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

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

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

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

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

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

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

## **1.0 APPLICABLE DOCUMENTS**

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

Exhibit A – Statement of Work

Exhibit B – Payment Provisions

Exhibit D – County's Administration

Exhibit E – Contractor's Administration

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

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

## **2.0 DEFINITIONS**

### **Definitions/Headings**

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

## **3.0 WORK**

### **3.1 Requirements of the Contractor**

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

### **3.2 Non-Claimable Services**



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

### **3.3 Description of Services/Activities**

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

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

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

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

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

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

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

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

### **3.5 Nondiscrimination in Services**

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

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

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

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

### **3.6 Patients'/Clients' Rights**

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

### **3.7 Reporting of Patient/Client Abuse and Related Personnel Requirements**

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

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

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

3.7.4 Contractor Staff:

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

### **3.8 Staffing**

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

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

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

### **3.9 Staff Training and Supervision**

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

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

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

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

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

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

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

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

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

### **3.11 Reports**

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

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

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

3.11.3 County Claims Processing Information System:

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



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

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

## **4.0 TERM OF CONTRACT**

### **4.1 TERM:**

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

## **5.0 FINANCIAL PROVISIONS**

### **5.1 Reimbursement:**

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

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

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

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

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

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

### **6.2 Director of Mental Health**

6.2.1 The role of the Director includes:

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

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

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

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

### **6.3 Contract Project Manager**

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

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

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

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

### **6.4 Contract Project Monitor**

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

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 Contractor's Administration**

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

## **7.2 Contractor's Project Manager**

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

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

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

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

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

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

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

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

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

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

## **7.5 Background and Security Investigations**

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

## **7.6 Confidentiality**

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality including, without limitation, County policies

concerning information technology security and the protection of confidential records and information.

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

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

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

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

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

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

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

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

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

Contract, whether in whole or in part, without the prior written consent of County, in its discretion. Any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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



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

## **8.5 Complaints**

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

### **8.5.2 Complaint Procedures**

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

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

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

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

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

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

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

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

## **8.6 Compliance with Applicable Laws**

- 8.6.1 In the performance of this Contract, Contractor must comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, and agents to comply with any such laws, rules, regulations, ordinances, directives, guidelines, manuals, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other

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

## **8.7 Compliance with Civil Rights Laws**

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

- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

### **8.8.1 Jury Service Program**

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

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

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

County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to

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

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

## **8.9 Conflict of Interest**

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

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

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

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

## **8.11 Consideration of Hiring GAIN /START Participants**

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

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

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

#### **8.12.3 Non-responsible Contractor**

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

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

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

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

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



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

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

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

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

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

#### **8.15 County's Quality Assurance Plan**

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

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

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

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

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

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

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

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

## **8.16 Damage to County Facilities, Buildings or Grounds**

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

## **8.17 Employment Eligibility Verification**

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

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

#### **8.18 Counterparts and Electronic Signatures and Representations**

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

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

#### **8.19 Fair Labor Standards**

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

#### **8.20 Force Majeure**

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

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

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

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

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

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

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

### **8.23 Indemnification**

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

### **8.24 General Provisions for all Insurance Coverage**

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

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional



Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown in paragraph 8.24.2 below and provided prior to commencing services under this Contract.

- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to, a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must either be sent electronically to the County Contract Administrator listed on Exhibit D or sent via United States Postal Service

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

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

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

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

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

#### 8.24.4 **Cancellation of or Changes in Insurance**

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

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

**8.24.5 Failure to Maintain Insurance**

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

**8.24.6 Insurer Financial Ratings**

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

**8.24.7 Contractor's Insurance Must Be Primary**

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

**8.24.8 Waivers of Subrogation**

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

subrogation endorsements which may be necessary to effect such waiver.

**8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

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

**8.24.10 Claims Made Coverage**

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

**8.24.11 Application of Excess Liability Coverage**

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

**8.24.12 Separation of Insureds**

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

**8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its

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

8.24.14 **County Review and Approval of Insurance Requirements**

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

**8.25 Insurance Coverage**

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance

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

#### 8.25.4 **Unique Insurance Coverage**

##### 8.25.4.1 **Sexual Misconduct Liability**

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

##### 8.25.4.2 **Professional Liability-Errors and Omissions**

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

##### 8.25.4.3 **Cyber Liability Insurance**

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

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

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or designee, determines that there are deficiencies in the performance of this Contract

that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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



## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

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

8.28.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age (over 40), physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such

action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

### **8.29 Non-Exclusivity**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

- 8.33.1 The Contractor must notify and provide to its employees information regarding the Safely Surrendered Baby Law, its implementation in Los

Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

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

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

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

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

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

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

### **8.37 Publicity**

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

8.37.2 The Contractor must develop all publicity material in a professional manner.

8.37.3 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Manager. The County will not unreasonably withhold written consent.

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

### **8.38 Record Retention and Inspection-Audit Settlement**

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

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

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

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

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

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

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

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

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

8.38.4.1 Books of original entry and a general ledger.

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



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

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

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

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

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

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

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

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

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

8.38.6 Audits:

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

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

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

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

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

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

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

subcontract may be deemed a material breach of this Contract.

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

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

**8.42 Termination for Convenience**

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

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

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

this Contract nor reimbursable in any way under this Contract.

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

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

### **8.43 Termination for Default**

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

8.43.1.1 Contractor has materially breached this Contract; or

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

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

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

those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

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

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

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

#### **8.44 Termination for Improper Consideration**

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

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

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

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

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

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

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

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

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



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

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

**8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

**8.47 Termination for Non-Appropriation of Funds**

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

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

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

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

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

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

#### **8.50 Validity**

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

#### **8.51 Waiver**

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

#### **8.52 Warranty Against Contingent Fees**

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

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

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

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

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

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

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

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

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

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

**8.55 Compliance with Fair Chance Employment Hiring Practices**

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

### **8.56 Compliance with the County Policy of Equity**

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

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

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

### **8.58 Injury and Illness Prevention Program**

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

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Third Party Beneficiaries**

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

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

- 9.2.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act (HITECH), and applicable State law. Contractor understands and agrees that, as a provider of mental health services, it is a “*Covered Entity*” under HIPAA and HITECH and, as such, has obligations under federal and State law with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA and HITECH and applicable State law.
- 9.2.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and HITECH and applicable State law, and that such obligations relate to *transactions and code sets, privacy, and security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA and HITECH and applicable State law in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA and HITECH and applicable State law but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 9.2.3 Contractor and County understand and agree that each is independently responsible for compliance under HIPAA and HITECH, and applicable State law, and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA and HITECH, and applicable State law, and implement regulations related to transactions and code sets, privacy, and security.
- 9.2.4 Contractor further agrees that, should it fail to comply with its obligations under HIPAA and HITECH, and applicable State law, it will indemnify and hold harmless the County (including

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

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

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

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

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

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

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

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

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

date(s) specified by County.

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

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



specified by the requester.

### 9.3 Contractor Protection of Electronic County Information

- 9.3.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. County Policy 5.200 “Contractor Protection of Electronic County Information” provides specific details and can be accessed at the following link: [https://library.municode.com/ca/la\\_county\\_-\\_bos/codes/board\\_policy?nodeId=CH5COPU\\_5.200COPRC\\_OELSTIN](https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRC_OELSTIN). Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.
- 9.3.2 Contractor must sign Exhibit K (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 “Contractor Protection of Electronic County Information” and acknowledge that it is the responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/providers/administrative-tools/administrative-forms/contract-attachments/> for Information Security documents **annually and upon notification by DMH of updated Information Security documents. It is the contractor’s responsibility to update and resubmit the documents at any time if changes occur outside of the parameters identified above.** Contractor must also ensure that prior to access, its workforce members that create, receive, maintain, or transmit Protected Health Information (PHI) acknowledge and sign the applicable Attachments to **Exhibit K (Attestation Regarding Information Security Requirements)**. Security and privacy requirements will apply to all County Personal Information, PHI and Medical Information electronically stored or transmitted by contractors, irrespective of storage and/or transmission methodology.
- 9.3.3 Contractor must ensure that prior to access, its workforce members that create, receive, maintain, or transmit Protected Health Information, adhere to Attachment 3 – “Confidentiality Oath (Non-DMH Workforce Members)”. In addition, Contractor must submit Attachment 4 - Electronic Data Transmission

Trading Partner Attachment (TPA) - annually. Contractor must access the following link for Information Security documents **annually and/or upon notification by DMH of updated Information Security document as stated in Exhibit K (Attestation Regarding Information Security Requirements).**

#### **9.4 Technology Requirements**

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

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

[https://file.lacounty.gov/SDSInter/dmh/1075616\\_1049221\\_N\\_GARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf](https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_N_GARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf)

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

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

[https://file.lacounty.gov/SDSInter/dmh/1075616\\_1049221\\_N\\_GARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf](https://file.lacounty.gov/SDSInter/dmh/1075616_1049221_N_GARMDBulletin10-011-ElectronicSignaturesandElectronicallySignedRecords.pdf)

#### **9.5 Contractor's Charitable Activities Compliance**

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

## **9.6 Data Destruction**

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

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County’s boundaries. The County must receive, within ten (10) business days of data destruction, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

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

**9.7 INTENTIONALLY OMITTED**

**9.8 INTENTIONALLY OMITTED**

**9.9 INTENTIONALLY OMITTED**

**9.10 Air or Water Pollution Requirements:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **9.13 Restrictions On Lobbying**

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

### **9.14 Disclosures**

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

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

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

### **9.16 Purchases**

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

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

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

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

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



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

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

## 10.0 Survival

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

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

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

COUNTY OF LOS ANGELES

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

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By: RACHEL KLEINBERG  
Senior Deputy County Counsel

# **STATEMENT OF WORK (SOW)**

## **Exhibit A**

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

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# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

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

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

## 2.0 SPECIFIC WORK REQUIREMENTS

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

## 3.0 QUALITY IMPROVEMENT

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

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

### 3.2 Data Collection

#### Network Adequacy Provider and Practitioner Administration (NAPPA)

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

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

## 4.0 QUALITY ASSURANCE PLAN

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

### 4.1 Meetings

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

### 4.2 Contract Discrepancy Report (SOW Attachment 1)

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

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

### 4.3 County Observations

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

## **5.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **5.1 Personnel**

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

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### **5.2 Intentionally Omitted**

### **CONTRACTOR**

#### **5.3 Contractor's Project Manager**

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

#### **5.4 Intentionally Omitted**

#### **5.5 Identification Badges**

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



**5.6 Materials and Equipment**

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

**5.7 Training**

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

**5.8 Contractor’s Administrative Office**

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

**6.0 HOURS/DAY OF WORK**

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

**7.0 LICENSURE**

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

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

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

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

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

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

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

The Contractor will maintain the following:

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

#### 7.6 **Licensing - Probation Issue**

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

**8.0 CLAIMING AND DOCUMENTATION**

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

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

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

**10.0 REFERRALS**

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

## **11.0 PROCEDURES**

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

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

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

## **12.0 DEFINITIONS**

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

## **13.0 GREEN INITIATIVES**

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

## **14.0 PERFORMANCE REQUIREMENTS SUMMARY**

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

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

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

## **15.0 NOTIFICATIONS**

### **15.1 Business Status Notification**

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

### **15.2 Contractor Passing Notification Procedures**

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

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

# STATEMENT OF WORK ATTACHMENTS

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# CONTRACT DISCREPANCY REPORT

**CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)**

<b>Date:</b> <a href="#">Click or tap here to enter text.</a>		<b>Contractor Response Received:</b> <a href="#">Click or tap here to enter text.</a>	
<b>Contractor:</b> <a href="#">Click or tap here to enter text.</a>	<b>Contract No.</b> <a href="#">Click or tap here to enter text.</a>	<b>County's Project Manager:</b> <a href="#">Click or tap here to enter text.</a>	
<b>Contact Person:</b> <a href="#">Click or tap here to enter text.</a>	<b>Telephone:</b> <a href="#">Click or tap here to enter text.</a>	<b>County's Project Manager Signature:</b>	
<b>Email:</b> <a href="#">Click or tap here to enter text.</a>		<b>Email:</b> <a href="#">Click or tap here to enter text.</a>	

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

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
2	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
3	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>

\*Use additional sheets if necessary

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

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

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

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



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

**County of Los Angeles – Department of Mental Health**

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

**PAYMENT PROVISIONS**

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## PAYMENT PROVISIONS

### A. GENERAL

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

### B. REIMBURSEMENT BASIS

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

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

**C. BILLING PROCEDURES**

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

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

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

#### **D. COUNTY PAYMENT FOR SERVICES RENDERED**

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

**E. BILLING AND PAYMENT LIMITATIONS**

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

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

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

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



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

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

**F. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES**

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

**G. PAYMENT AND INVOICE NOTIFICATIONS**

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

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

***INTENTIONALLY OMITTED***



## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Notices to Contractor shall be sent to the following:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

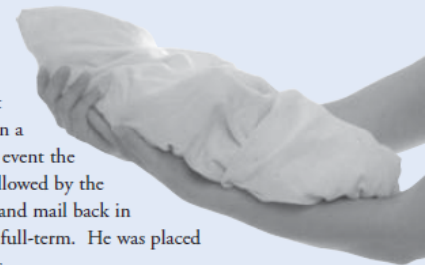
## What is the Safely Surrendered Baby Law?

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

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

## A baby's story

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



### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### Why is California doing this?

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

# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



***INTENTIONALLY OMITTED***



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

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

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

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

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

Therefore, the parties agree as follows:

### **1. DEFINITIONS**

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

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

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



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

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

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

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

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

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

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

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

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

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

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

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

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

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

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

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



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

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

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

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

## **9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

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

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

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

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

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

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

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

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

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

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

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

## **11. AVAILABILITY OF RECORDS**

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

## **12. MITIGATION OF HARMFUL EFFECTS**

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

## **13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate must be written in plain language, must be subject to review and approval by Covered Entity, and must include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
  - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
  - (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

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

**14. INDEMNIFICATION**

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

**15. OBLIGATIONS OF COVERED ENTITY**

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

**16. TERM**

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

**17. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

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

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

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

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

## **18. AUDIT, INSPECTION, AND EXAMINATION**

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

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

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

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

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

## **19. MISCELLANEOUS PROVISIONS**

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



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

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## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

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Address

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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

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Name and Title of Signer (please print)

## ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" security and privacy requirements.

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

Contractor acknowledges it is the Contractor's responsibility to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> **annually and upon notification by DMH of updated Information Security Attachments to complete, or update, the forms listed below that are applicable to their contract:**

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

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

Name of authorized official (Official Name) \_\_\_\_\_  
Printed name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

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

**DEFINITIONS**

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

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

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

execution of this Contract.

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

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

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

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

DD. State means the State of California.

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

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

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

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

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

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

KK. WIC means the California Welfare and Institutions Code.

## ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

Name of authorized official (Official Name) \_\_\_\_\_  
Please print name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_





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

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

**Part 1. Applicant/Vendor Information**

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

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

If Non-Profit Organization, Please check this Box

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

NO (If No, please sign below)

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

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

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

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

No

Yes (If yes, please complete below)

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

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

Name	FEIN/SSN	DOB	Position Title

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

No (if No, please sign below)

Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

**Provider Statement**

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

\_\_\_\_\_  
Signature of Provider/Authorized Representative/Agent  
(Stamped signatures NOT accepted)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number



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

**ADDENDUM INFORMATION FOR ADDITIONAL OWNERSHIP/CONTROLLING DISCLOSURE**

**OWNERSHIP, INDIRECT OWNERSHIP, AND MANAGING EMPLOYEE INTEREST**

PLEASE COMPLETE A, B, C, D AND SIGN BELOW

Continued from Page 1.

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

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

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

No  Yes (If yes, please complete below)

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

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

Name	FEIN/SSN	DOB	Position Title

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

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

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

**Provider Statement**

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

\_\_\_\_\_  
 Signature of Provider/Authorized Representative/Agent  
 (Stamped signatures NOT accepted)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Telephone Number

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

For Fiscal Years \_\_\_\_\_

PROVIDER NAME:

CONTRACT NUMBER: MH \_\_\_\_\_

PROVIDER NUMBER(S):

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

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

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

\_\_\_\_\_  
Name of person authorized to sign the Contract

\_\_\_\_\_  
Please print

Signature \_\_\_\_\_ Telephone # \_\_\_\_\_ Date \_\_\_\_\_  
Network Provider



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

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

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

ATTACHMENT II

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

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

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

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

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



## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/24/2024	
<b>BOARD MEETING DATE</b>	5/7/2024	
<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>	Public Works	
<b>SUBJECT</b>	CP Harbor-UCLA Medical Center Inpatient Pharmacy Expansion Project	
<b>PROGRAM</b>	N/A	
<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: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$2,580,000	Funding source: Capital Project No. 87558 with funding provided by the Department of Health Services' Enterprise Fund Committed for Department of Health Services
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval of the project and budget, and authorization to deliver the project using a Board-approved Job Order Contract.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On June 18, 2019, the Board approved the Harbor-UCLA Medical Center Inpatient Pharmacy Expansion Project, which includes renovation of the existing central sterile area to provide additional work and storage space for intravenous medications and other supplies for the Inpatient Pharmacy.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain how: N/A	
<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 project supports Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a> .	



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE:

May 7, 2024

Dear Supervisors:

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
HARBOR-UCLA MEDICAL CENTER  
INPATIENT PHARMACY EXPANSION PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET  
AUTHORIZE USE OF JOB ORDER CONTRACTING  
CAPITAL PROJECT NO. 87558  
FISCAL YEAR 2023-24  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the Harbor-UCLA Medical Center Inpatient Pharmacy Expansion Project and authorization to deliver the project using a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Harbor-UCLA Medical Center Inpatient Pharmacy Expansion Project is within the scope of the previous exemption finding by the Board from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the Harbor-UCLA Medical Center Inpatient Pharmacy Expansion Project, Capital Project No. 87558, with a total project budget of \$2,580,000.
3. Authorize the Director of Public Works or his designee to deliver the Harbor-UCLA Medical Center Pharmacy Inpatient Expansion Project using a Board-approved Job Order Contract.

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

The purpose of the recommended actions is to find that the Harbor-UCLA Medical Center (H-UCLA MC) Inpatient Pharmacy Expansion Project is within the scope of the previous exemption finding by the Board under the California Environmental Quality Act (CEQA), approve the project and budget, and authorize Public Works to deliver the project using a Board-approved Job Order Contract (JOC).

### Project Description and Background

On June 18, 2019, the Board established the H-UCLA MC Inpatient Pharmacy Expansion Project, Capital Project No. 87558.

The Pharmacy Department, located in the basement of the Main Hospital building, needs additional workspace and square footage to store intravenous medications and other supplies to maintain operations and meet licensing requirements. The existing central sterile area, approximately 3,300 square feet and adjacent to the existing inpatient pharmacy, is not utilized.

The proposed project is to remodel the existing central sterile space to provide additional work and storage space for the Inpatient Pharmacy. The scope includes reconfiguring existing partition walls, refurbishing ceilings and flooring, painting, remodeling of the mechanical systems, and adding electrical and data outlets. In addition, the project includes providing two-hour fire rated walls along the perimeter of the space.

The design was completed using a Board-approved, on-call architectural/engineering firm and is now seeking approval to complete the remodeling work using a Board-approved JOC. Upon Board approval of the recommended actions, it is anticipated that construction will take approximately 12 months. The Inpatient Pharmacy will remain operational during construction and will be completed in phases to minimize disruption to day-to-day operations.

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

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by supporting the wellness of our communities, enhancing the delivery of comprehensive and seamless healthcare services, and investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

### **FISCAL IMPACT/FINANCING**

The total project budget for the H-UCLA MC Inpatient Pharmacy Expansion Project is \$2,580,000, including construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, and County services. The project budget summary and schedule are included in the Enclosure.

There is sufficient funding appropriated in the H-UCLA MC Inpatient Pharmacy Expansion Project, Capital Project No. 87558, to fund the projected Fiscal Year 2023-24 expenditures. The Department of Health Services will provide funding in future budget phases, as needed, to fully fund the remaining project budget. There is no net County cost impacts associated with the recommended actions.

#### Operating Budget Impact

There is no one-time or ongoing operational costs anticipated following completion of the project.

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

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the project budget includes 1 percent of eligible design and construction costs allocated to the Civic Arts fund, which is estimated at \$21,000.

The project is subject to Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

The project will support the Board's Green Building/Sustainable Design Program policy by minimizing the amount of demolition materials disposed of in landfills and by incorporating energy efficient products in the remodeling scope.

### **ENVIRONMENTAL DOCUMENTATION**

On June 18, 2019, the Board found the H-UCLA MC Inpatient Pharmacy Expansion Project is categorically exempt from CEQA. A Notice of Exemption was filed on June 25, 2019. The project remains within certain classes of projects that have been determined not to have a significant effect on the environment in that it continues to meet criteria set forth in Sections 15301 (a) and (f); 15302 (c); and 15303 of the State CEQA Guidelines and Classes 1 (d) and (i); and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project continues to provide for reconfiguration of existing partition walls including upgrading exterior walls to two-hour rating, refurbishment of finishes, and alterations of electrical and mechanical systems.

The recommended actions are within the scope of the previous finding of exemption, and there are no changes that require additional findings under CEQA.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Planning and Research in accordance with Section 21152 of the Public Resources Code and will post the Notice of Exemption to its website pursuant to Section 21092.2.

### **CONTRACTING PROCESS**

Public Works completed the design for the H-UCLA MC Inpatient Pharmacy Expansion Project using a Board-approved, on-call architectural/engineering firm and is seeking Board approval to complete the construction for the project using a Board-approved JOC.

The project scope includes substantial remodeling and alteration work, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the project.

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

Approval of the recommended actions will have no impact on current services at H-UCLA MC. The existing facility will remain operational during the remodeling work. Services impacted at the Inpatient Pharmacy will be minimized by phasing the remodeling work and relocating patients on site.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:HA:jc

Enc.

c: Department of Arts and Culture  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Department of Health Services (Capital Projects Division)

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
HARBOR-UCLA MEDICAL CENTER  
INPATIENT PHARMACY EXPANSION PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET  
AUTHORIZE USE OF JOB ORDER CONTRACTING  
CAPITAL PROJECT NO. 87558  
FISCAL YEAR 2023-24  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	October 2021*
Jurisdictional Approvals	March 2021*
Construction Start	June 2024
Substantial Completion	June 2025
Final Acceptance	August 2025

\*Completed Activity

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
Construction (Job Order Contract)	\$1,665,000
Change Order Contingency	\$ 264,000
Civic Arts	\$ 21,000
Construction Subtotal	\$1,950,000
Plans and Specifications	\$ 215,000
Consultant Services	\$ 60,000
Miscellaneous Expenditure	\$ 25,000
Jurisdictional Review, Plan Check, and Permit	\$ 30,000
County Services	\$ 300,000
<b>TOTAL</b>	<b>\$2,580,000</b>

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/24/2024		
<b>BOARD MEETING DATE</b>	5/7/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Health Services		
<b>SUBJECT</b>	Rancho Los Amigos National Rehabilitation Center Boiler and Chillers Replacement		
<b>PROGRAM</b>			
<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>	Total cost:	\$17,610,000	Funding source:
			DHS Enterprise Fund-Committed for DHS
	TERMS (if applicable):		
	Explanation: Approval of the enclosed Fiscal Year 2023-24 appropriation adjustment (Enclosure B) will allocate \$435,000 from the DHS Enterprise Fund-Committed for DHS to fund the projected Fiscal Year 2023-24 expenditures for the proposed Rancho Los Amigos National Rehabilitation Center Boiler and Chillers Replacement Project, Capital Project No. 8A042. DHS will provide funding in the future budget phases, as needed, to fully fund the remaining project budget. There is no net County cost impact associated with the recommendations.		
<b>PURPOSE OF REQUEST</b>	The Internal Services Department is seeking Board approval of the proposed Rancho Los Amigos National Rehabilitation Center Boiler and Chillers Replacement Project, approval of the project budget and related appropriation adjustment and that your Board find the proposed project to be exempt from the California Environmental Quality Act.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed Project would replace the existing three (3) chillers and one (1) boiler that are currently servicing DHS's RLANRC by providing cooled and heated air to the entire facility. The existing chillers and boiler have surpassed their lifespan and are 34 years old and 27 years old, respectively. According to the American Society of Heating, Refrigerating, and Air-conditioning Engineers (ASHRAE), the typical life cycle for this equipment is 20 years.		
<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: - Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov		





County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

**MICHAEL OWH**  
Interim Director

Telephone: (323) 267-2101  
FAX: (323) 264-7135

*Speed. Reliability. Value.*

May 7, 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:

**DEPARTMENT OF HEALTH SERVICES  
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER  
BOILER AND CHILLERS REPLACEMENT PROJECT  
CATEGORICAL EXEMPTION  
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 8A042  
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 4)  
(4-VOTES)**

**SUBJECT**

The Internal Services Department is seeking Board approval of the proposed Rancho Los Amigos National Rehabilitation Center Boiler and Chillers Replacement Project, approval of the project budget and related appropriation adjustment and that your Board find the proposed project to be exempt from the California Environmental Quality Act.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Rancho Los Amigos National Rehabilitation Center Boiler and Chillers Replacement Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Rancho Los Amigos National Rehabilitation Center Boiler and Chillers Replacement Project, Capital Project No. 8A042 with a total budget of \$17,610,000.

3. Approve the Fiscal Year 2023-24 appropriation adjustment to allocate \$435,000 from the Department of Health Services' Enterprise Fund-Committed for Department of Health Services to fund the projected Fiscal Year 2023-24 expenditures for the proposed Rancho Los Amigos National Rehabilitation Center Boiler and Chillers Replacement Project, Capital Project No. 8A042.

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

Approval of the recommendations will find the proposed Rancho Los Amigos National Rehabilitation Center (RLANRC) Boiler and Chillers Replacement Project exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 8A042, and approve the project budget and appropriation adjustment.

#### Background

The proposed RLANRC Boiler and Chillers Replacement Project would replace the existing three (3) chillers and one (1) boiler that are currently servicing the Department of Health Services' (DHS) RLANRC by providing cooled and heated air to the entire facility. The existing chillers and boiler have surpassed their lifespan and are 34 years old and 27 years old, respectively. According to the American Society of Heating, Refrigerating, and Air-conditioning Engineers (ASHRAE), the typical life cycle for this equipment is 20 years. The Internal Services Department (ISD) will deliver the proposed project by a competitively solicited Board approved Energy Efficiency Project Services Master Agreement (EEPMA).

The proposed scope of work includes the replacement of the three (3) existing chillers, one (1) boiler, the associated chilled water supply lines, return lines, plumbing, structural supports, anchoring, electrical conduits, power supplies, and all associated controls, sensors, and equipment.

The estimated project duration is approximately 34 months, which includes the completion of jurisdictional approvals, construction, and the completion of the physical project.

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

These recommendations support the County Strategic Plan: Goal III. - Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2 - Manage and Maximize Los Angeles (LA) County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing LA County asset.

### **Green Building/Sustainable Design Program**

The proposed RLANRC Boiler and Chillers Replacement Project will support the Board's Green Building/Sustainable Design Program by incorporating design features that will optimize energy efficiency.

The project will be designed and constructed to comply with Title 24 of the California Code of Regulations. Title 24 contains building standards for conserving electricity and natural gas in new and existing buildings within the State. When possible, ISD will document all Title 24 related improvements that qualify for Leadership in Energy and Environmental Design (LEED) building points to apply toward future LEED certification for the County building.

### **FISCAL IMPACT/FINANCING**

The total project budget for the proposed RLANRC Boiler and Chillers Replacement Project is \$17,610,000, which includes design, construction, change order allowance, inspection/testing, and ISD county services (Enclosure A). The project budget and schedule are included in Enclosure A. DHS has previously paid \$355,000 for assessment fees through the DHS operating budget.

Approval of the enclosed Fiscal Year 2023-24 appropriation adjustment (Enclosure B) will allocate \$435,000 from the DHS Enterprise Fund-Committed for DHS to fund the projected Fiscal Year 2023-24 expenditures for the proposed Rancho Los Amigos National Rehabilitation Center Boiler and Chillers Replacement Project, Capital Project No. 8A042. DHS will provide funding in the future budget phases, as needed, to fully fund the remaining project budget. There is no net County cost impact associated with the recommendations.

### **Operating Budget Impact**

The scope of work consists of repairs and remodeling made to an existing space. Therefore, following the completion of the proposed project, ISD and DHS do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed project.

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

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on May 17, 2023, the proposed RLANRC Boiler and Chillers Replacement Project will have a mandatory hiring requirement of at least thirty percent (30%) Local Workers and 10 percent (10%) Targeted Workers.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project is exempt from the Civic Art Allocation as it involves replacement of building systems of the refurbishment project.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed RLANRC Boiler and Chillers Replacement project is categorically exempt from CEQA. The scope of work consists of the replacement of an existing boiler and three chillers. Therefore, the work is within certain classifications of projects that have been determined under California law to not have a significant effect on the environment, such that the project will meet the criteria set forth in Sections 15301(d), 15302, and 15303 of the State CEQA Guidelines, and Classes 1(c), 2, and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because the project includes repairs and minor alterations to existing public facilities with negligible or no expansion

of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and installation of equipment at existing facilities.

In addition, the proposed project will comply with all applicable regulations, as the facility is not located in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or any indications that the project may cause a substantial adverse change in the significance of a historic resource, which would otherwise make the exemptions inapplicable.

Upon the Board's approval of the proposed project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Planning and Research in accordance with section 21152 of the California Public Resources Code. ISD will subsequently post the Notice to its website in accordance with section 21092.2.

### **CONTRACTING PROCESS**

The proposed RLANRC Boiler and Chillers Replacement Project will be competitively solicited for and delivered via EEPMA. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees are included in the EEPMA agreement.

The EEPMA contractor who will perform the work is required to fully comply with all applicable legal requirements, which include, among other obligations, Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this project, ISD has made the determination that EEPMA is the most appropriate contracting vehicle to complete this project because the replacement equipment is intended to optimize the energy efficiency of the facility, and to address deficiencies such as potential non code-compliant issues. Additionally, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contracting vehicle, such as EEPMA, rather than by county employees, due to the "Force Account" limitations set forth in the Public Contract Code.

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

Approval of the recommendations will have minimal impact on current county services. There are other existing chillers and boilers that are continuing to provide heated and cooled air to the facility.

### **CONCLUSION**

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and DHS.

Respectfully submitted,

The Honorable Board of Supervisors  
May 7, 2024  
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Michael Owh  
Interim Director

MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Department of Health Services

DRAFT

**PROJECT INFORMATION SHEET  
SCHEDULE AND BUDGET SUMMARY**

<b>PROJECT :</b>	<b>DHS RLA Boilers and Chillers Replacement</b>
<b>CAPITAL PROJECT NO. :</b>	<b>8A042</b>

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Duration</b>	<b>Scheduled Completion Date</b>
Complete Construction Documents	Complete	Nov 2023
Jurisdictional Approval	2 months following Board approval	July 2024
Award Construction Contract	4 months following Board approval	Sept 2024
Substantial Completion	31 months following Board approval	Dec 2026
Project Acceptance	34 months following Board approval	March 2027

**II. BUDGET SUMMARY**

<b>Budget Category</b>	<b>Proposed Budget</b>
Construction	
Construction	\$ 10,499,000.00
Change Orders (Contingency)	\$ 2,105,000.00
<b>Subtotal</b>	<b>\$ 12,604,000.00</b>
Civic Art (if not exempt)	\$ -
Plans and Specifications	\$ 555,000.00
Jurisdictional Review/Plan Check/Permits	\$ 203,000.00
County Services (ISD Indirect)	\$ 4,248,000.00
<b>Total Project Budget</b>	<b>\$ 17,610,000.00</b>

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BA FORM 10142022

BOARD OF SUPERVISORS  
OFFICIAL COPY

April 04, 2024

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF HEALTH SERVICES

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****FY 2023-24****4 - VOTES**

SOURCES		USES	
DHS ENTERPRISE FUND MN2-3078 COMMITTED FOR DHS <b>DECREASE OBLIGATED FUND BALANCE</b>	<b>435,000</b>	DHS ENTERPRISE FUND MN2-HS-6100-60070 OTHER FINANCING USES <b>INCREASE APPROPRIATION</b>	<b>435,000</b>
RANCHO LOS AMIGOS NATIONAL REHAB. CENTER ENTERPRISE FUND MN7-HR-96-9911-60040 OPERATING TRANSFERS IN <b>INCREASE REVENUE</b>	<b>435,000</b>	RANCHO LOS AMIGOS NATIONAL REHAB. CENTER ENTERPRISE FUND MN7-HR-96-9912-60040 OPERATING SUBSIDY - GENERAL FUND <b>DECREASE REVENUE</b>	<b>435,000</b>
ENT SUB - RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER A01-AC-6100-21200-21230 OTHER FINANCING USES <b>DECREASE APPROPRIATION</b>	<b>435,000</b>	RANCHO LOS AMIGOS NATIONAL REHAB CENTER CAPITAL IMPROVEMENTS <b>RANCHO LOS AMIGOS NRC BOILER AND CHILLERS REPLACEMENT</b> A01-CP-6014-64025-8A042 CAPITAL ASSETS - B & I <b>INCREASE APPROPRIATION</b>	<b>435,000</b>
<b>SOURCES TOTAL</b>	<b>\$ 1,305,000</b>	<b>USES TOTAL</b>	<b>\$ 1,305,000</b>

**JUSTIFICATION**

This budget adjustment of \$435,000 is necessary to fund Capital Project No. 8A042, Rancho Los Amigos National Rehabilitation Center Boiler and Chillers Replacement Project, from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2023-24.

**AUTHORIZED SIGNATURE**

JEAN LO, CHIEF, CONTROLLER'S DIVISION S

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR--- ACTION RECOMMENDATION

AUDITOR-CONTROLLER

BY \_\_\_\_\_

B.A. NO. \_\_\_\_\_

DATE \_\_\_\_\_

 APPROVED AS REQUESTED APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY \_\_\_\_\_

DATE \_\_\_\_\_